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**ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

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**BYLAWS**

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## **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

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### **BYLAWS**

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#### **ARTICLE I**

##### **Offices**

**Section 1. Location.** The principal office of Electronic Registration Information Center, Inc. (the “Corporation”) shall be located within or without the State of Delaware, at such place as the Board of Directors shall from time to time designate. The Corporation may also maintain additional offices at such other places as the Board of Directors may from time to time designate. The Corporation shall have and maintain within the State of Delaware a registered office at such place as may be designated by the Board of Directors.

#### **ARTICLE II**

##### **Members**

**Section 1. Members.** The members of the Corporation shall consist solely of state, territorial governmental units, or the District of Columbia. Each member shall be represented by the chief election official or a chief election official’s designee to act on the member’s behalf for all purposes related to the Corporation, including service on the Board of Directors or as an Officer (the “Member Representative”). A chief election official may designate a new or replacement Member Representative at any time for any reason, at their discretion, upon written or electronic notice to the Executive Director who shall, in turn, notify the Membership.

**Section 2. Admission of Members.** Any jurisdiction seeking membership shall apply to the Executive Director. The Executive Director shall provide written notice to the Membership of ERIC’s intent to admit a new jurisdiction, and members shall have five (5) business days to submit objections to the Executive Director in writing. If there are no objections, the new jurisdiction shall be automatically admitted to Membership effective upon execution of the Membership Agreement and payment of the Membership Fee as required by Article II, Section 4 of these Bylaws. If one or more members object to the admission of the new jurisdiction, then the jurisdiction shall be admitted to Membership upon a majority vote of the entire Board of Directors, effective upon execution of the Membership Agreement and payment of the Membership Fee.

**Section 3. Membership Agreement.** Each member shall sign a Membership Agreement that sets forth the terms and conditions of membership in the Corporation, which is attached as Exhibit A to these Bylaws.

**Section 4. Membership Fee.** Upon admission and execution of the Membership Agreement, each member shall pay a one-time, non-refundable Membership Fee of \$25,000 to the

Corporation. With respect to individual members, the schedule for payment of the Membership Fee may be modified by the Board of Directors.

**Section 5. Dues.** Each member shall pay annual Membership Dues. Each year, the Membership shall approve the annual dues (the “Dues Schedule”), which shall form the basis of the Corporation’s budget to be set annually by the Board of Directors. The Dues Schedule may be amended, modified, or substituted by a vote of the Membership, however, the schedule for payment of dues by individual members may be modified by the Board of Directors. The Executive Director shall set the schedule for payment of Membership Dues in accordance with section 1 of the Membership Agreement. Any member of the Corporation who is delinquent in the payment of Membership Dues shall be notified of the delinquency and suspended from certain privileges of membership as provided for in the Membership Agreement. If dues are ninety (90) days delinquent, the delinquent member shall forfeit all rights and privileges of membership and be automatically removed from Membership. No dues will be refunded after payment, absent an overpayment or other payment error.

**Section 6. Term of Membership; Good Standing.** Members shall remain members provided they remain in good standing with the Corporation. Each member shall remain in good standing by complying with all of the terms and conditions of the Membership Agreement and paying annual dues on a timely basis, as described in Section 5 of this Article. A member that is out of compliance with the requirements for good standing may be subject to removal, including automatic removal, as set forth in Section 8 of this Article.

**Section 7. Resignation.** A member may resign by mailing or delivering written notice to the Executive Director, who shall, in turn, notify the Membership. A member must provide a minimum of 91 days notice before their resignation is effective, provided however, that any notice of resignation that would otherwise become effective during the 91 days preceding a federal general election will not be effective until the first business day following the federal general election. Any paid Membership Dues will not be refunded, and a member shall be responsible and liable for any dues assessed prior to notice being received. However, if a member who has resigned reapplies for membership in the same fiscal year, dues previously paid will be credited to their Membership Dues for that fiscal year. If the sole reason for member’s resignation is a material breach by ERIC of the Membership Agreement, member may not issue a notice of resignation in accordance with this section unless a) it has provided written notice to ERIC of the alleged breach; and b) within thirty (30) days (or such other time specified in the Membership Agreement) of receiving such notice from member, ERIC is unable to cure the breach or determines the breach cannot be cured.

**Section 8. Removal.**

**(a) Automatic Removal:** A member shall be automatically removed from Membership for failure to comply with the “automatic removal” provisions as set forth herein or in the Membership Agreement. Such automatic removal shall be effective upon written notice by the Chair of the Board of Directors and/or the Executive Director to the non-compliant member.

**(b) Other Grounds for Removal:** Any member may be removed at any time, with or without cause, by a three-fourths vote of the entire Board of Directors. The Board of Directors may vote to remove a member solely for a breach of the provisions of the Membership Agreement (with the exception of those provisions that trigger automatic removal) only if the breach cannot be cured or, if curable, is not cured by the member within thirty (30) days (or such other time as may be specified in the Membership Agreement) of receiving notice of the breach from the Corporation.

**(c) Dues Upon Removal:** Any paid dues will not be refunded following removal.

**(d) Readmission to Membership:** After termination of membership pursuant to this Section, the member may reapply for membership at any time, without penalty, subject to remedying the cause for termination. Any dues assessed to the member upon reapplication shall be credited the amount of dues paid previously for the same fiscal year.

**Section 9. Meetings of the Members.** An annual meeting of the members shall be held each year at such time and place as shall be fixed by the Board of Directors for the transaction of other business as may properly come before the members.

Regular or special meetings of the members may be held at such times as may be fixed by the Board of Directors. The annual meeting of the members shall be open to the public, except as provided by law.

Meetings of the members may be held at such places within or without the State of Delaware as may be fixed by the Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. The Board of Directors may authorize that meetings of the members may be held by means of remote communication in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware, and other applicable laws. Minutes of any meeting of the Membership shall be published following the meeting.

**Section 10. Notice.** Annual and special meetings of the members shall be held upon at least ten (10) days' notice by first-class mail, personal delivery, or by telephone, facsimile, electronic transmission or other similar means of communication to the members, and, in the case of public meetings, publication by appropriate means. The notice shall be given by or at the direction of the Chair or the Secretary, who shall call a meeting on the request of two or more directors, a majority of the entire Membership, or upon request of the Executive Director. In the case of a meeting at which amendments to the Certificate of Incorporation, bylaws or Membership Agreement will be submitted to the members, the notice of such meeting shall set forth the proposed amendment or a summary of the changes to be effected thereby.

**Section 11. Waivers of Notice.** Whenever any notice is required to be given to a member, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic transmission, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting.

**Section 12. Quorum, Vote, Proxy.** A majority of the members of the Corporation, as represented by their respective Member Representatives, shall constitute a quorum at a meeting of

members, and the affirmative vote of a majority of such members present at the meeting and entitled to vote on the subject matter shall be the act of the members, except as otherwise provided herein. As permitted by Delaware law, a member entitled to vote on matters reserved to the Membership may do so by identifying a proxy for the Member Representative, who shall be a part of the Member Representative's staff or department. The Member Representative shall provide written notice to the Executive Director of the proxy within a reasonable period of time in advance of the meeting of the members.

**Section 13. Written Consent of Members.** Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the members consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by the members shall be filed with the minutes of the proceedings of the members.

### **ARTICLE III**

#### **Board of Directors**

**Section 1. Power of Board and Qualification of Directors.** The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors.

**Section 2. Appointment of Directors.** All members of the Corporation have a right to appoint their Member Representative to serve as a director on the Board of Directors. Upon admission to Membership under Article II, Section 2 or in the event of a vacancy, member shall inform the Executive Director in writing whether it wishes to have its Member Representative serve or continue to serve on the Board of Directors. Declining to have a Member Representative serve on the Board of Directors shall have no effect on the Member's other rights under these Bylaws, and such member shall have the right to appoint or reinstate their Member Representative to the Board of Directors at any time by providing written notice to the Executive Director who shall, in turn, notify the Board of Directors.

**Section 3. Resignation.** Any director may resign from office at any time by delivering a resignation in writing to the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified, acceptance of such resignation shall not be necessary to make it effective.

**Section 4. Removal of Directors.** Any director may be removed from office at any time, with or without cause, by a vote of three-fourths of the entire Board of Directors.

**Section 5. Vacancies.** If a Member Representative position on the Board of Directors becomes vacant for any reason including resignation or removal, the chief election official shall appoint a replacement in accordance with Article II, section 1 and shall notify the Executive Director in writing whether it wishes to have its replacement Member Representative serve as a director on the Board of Directors.

**Section 6. Meetings of the Board.** An annual meeting of the Board of Directors shall be held each year at such time and place as shall be fixed by the Board of Directors, for the election of officers and for the transaction of such other business as may properly come before the meeting.

Regular meetings of the Board of Directors shall be held at such times as may be fixed by the Board of Directors. Special meetings of the Board of Directors may be held at any time whenever called by the Chair of the Board, two or more directors, or the Executive Director. Any Member Representative who is not a director may attend any meeting of the Board of Directors.

Meetings of the Board of Directors may be held at such places within or without the State of Delaware as may be fixed by the Board of Directors for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board of Directors shall be published following the meeting.

**Section 7. Notice.** Annual and special meetings of the Board of Directors shall be held upon at least five (5) days' written notice by first-class mail or twenty-four (24) hours' notice given personally or by telephone, facsimile, electronic transmission or other similar means of communication to all members.

Any such notice shall be addressed or delivered to each member at such member's address as it is upon the records of the Corporation or as may have been given to the Corporation by the member for purposes of notice.

**Section 8. Quorum and Voting.** Unless a greater proportion is required by law, the Certificate of Incorporation or these Bylaws, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business and, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the vote of a majority of the directors present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board of Directors.

**Section 9. Written Consent of Directors; Meetings by Conference Telephone.** Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by members of the Board of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 10. Compensation of Directors.** Directors shall receive neither compensation nor reimbursement of expenses for their services as such.



## **ARTICLE IV**

### **Committees**

**Section 1. Committees of the Board.** The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other standing committees, each consisting of two or more directors, and each of which, to the extent provided in the resolution and to the fullest extent of the law, shall have and may exercise all the powers and authority of the Board. No committee may a) take any action expressly reserved under these Bylaws and Membership Agreement to the members for approval; b) amend the certificate of incorporation, these Bylaws, or the Membership Agreement; c) approve or remove members; d) elect or remove officers; e) remove directors; f) elect members of committees; g) hire or discharge an executive director; h) adopt an agreement of merger or consolidation; i) recommend to the Membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or j) recommend to the Membership a dissolution of the Corporation or a revocation of a dissolution of the Corporation. The Board of Directors shall have the power at any time to designate a member of such committee as its chair, fill vacancies, change the membership or discharge a committee.

**Section 2. Committee Rules.** Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business, except with respect to quorum. In the absence of a contrary provision established by the Board of Directors, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and each committee shall otherwise conduct its business in the same manner as the Board of Directors conducts its business under Article III of these Bylaws.

**Section 3. Service of Committees.** Each committee of the Board of Directors shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any director of his or her duty under law to the Corporation.

**Section 4. Records.** Minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records and supplied to each member of the Board of Directors.

**Section 5. Advisory Board.** The Board of Directors shall create a Privacy and Technology Advisory Board, and may create such other advisory boards and appoint to them such persons as it deems appropriate. Persons serving in such advisory capacity shall not exercise any of the powers granted to the Board of Directors in these Bylaws.

### **Section 6. Executive Committee.**

**(a) Ex Officio Membership:** The Executive Committee shall consist of the Chair, Vice Chair, Immediate Past Chair, Treasurer, and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Executive Committee (collectively

the “*ex officio* members”). Vacancies in the *ex officio* membership of the Executive Committee shall be addressed in accordance with Article V.

**(b) Elected Membership:** In addition to the *ex officio* members, until the Membership reaches thirty-four, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. When the Membership reaches thirty-five, the number of voting members of the Board of Directors serving on the Executive Committee shall increase to four, with the election of the additional members occurring within a reasonable time following the admission of the thirty-fifth member. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms. In the event of a vacancy among the elected membership of the Executive Committee, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

**(c) Chair of Executive Committee:** The Chair of the Board of Directors shall be the Chair of the Executive Committee.

**(d) Role and Powers of Executive Committee:** Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board of Directors, the Executive Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. In addition, the Executive Committee’s responsibilities shall include preparing and proposing to the Board of Directors a slate of candidates for officer positions and elected members of the Executive and Finance Committees, including in the event of a vacancy, and the Executive Director; and, in consultation with the Finance Committee, reviewing the compensation and performance of the Executive Director. The Executive Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by the Chair, the Executive Director, or two or more of its members. Actions of the Executive Committee shall be reported to the Board of Directors.

## **Section 7. Finance Committee.**

**(a) Ex Officio Membership:** The Finance Committee shall consist of the Treasurer and Secretary of the Board of Directors, and the Executive Director shall serve as a non-voting member of the Finance Committee (collectively, the “*ex officio* members”). Vacancies in the *ex officio* membership of the Finance Committee shall be addressed in accordance with Article V.

**(b) Elected Membership:** The Finance Committee shall include one voting member of the Board of Directors elected by the Board. This committee member shall serve in this capacity for terms of one year, not to exceed three consecutive one-year terms. In the event the voting member position on the Finance Committee becomes vacant, in accordance with subsection d below, the Executive Committee shall take reasonable steps to propose a replacement to fill the unexpired term of his or her predecessor.

**(c) Chair of Finance Committee:** The Treasurer shall be the Chair of the Finance Committee.

**(d) Role and Powers of Finance Committee:** Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Finance Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. The Finance Committee will assist the Board of Directors with its financial oversight responsibilities including reviewing and recommending approval of the annual operating budget; reviewing periodic financial reports; and overseeing the management of financial assets and audits. The Finance Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by any of its members. Actions of the Finance Committee shall be reported to the Board of Directors.

## ARTICLE V

### **Officers, Agents and Employees**

**Section 1. General Provisions.** The officers of the Corporation shall be a Chair, a Vice Chair, the Immediate Past Chair, a Secretary, a Treasurer, the Executive Director, and may include such other officers as may be deemed necessary.

**Section 2. Term of Office, Vacancies and Removal.** The officers, other than the Immediate Past Chair and the Executive Director, shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board of Directors may appoint other officers, who shall have such authority and perform such duties as may be prescribed by the Board. Each officer shall hold office for terms of one year, until the next annual meeting of the Board of Directors after his or her appointment and until his or her successor has been appointed and qualified. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. If an office becomes vacant for any reason, the Board of Directors may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her predecessor shall have expired unless re-elected by the Board of Directors. Any officer may be removed by a vote of the majority of the entire Board of Directors with or without cause. Such removal without cause shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer of the Corporation shall not of itself create contract rights.

### **Section 3. Powers and Duties of Officers.**

**(a) Chair.** The Chair shall preside at all meetings of the Board of Directors. The Chair shall perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with the policies and directives approved by the Board of Directors.

**(b) Vice Chair:** The Vice Chair shall serve as advisor to the Chair and shall substitute for the Chair in his or her absence or inability to serve.

**(c) Immediate Past Chair:** The Immediate Past Chair shall serve as advisor to the Chair, the Executive Director, and the Board of Directors.

**(d) Secretary.** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors and members, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall oversee the custody of the corporate seal of the Corporation, if any; and shall have authority to affix or cause to be affixed the same to any instrument requiring it; and, when so affixed, it may be attested by his or her signature. The Board of Directors may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his or her signature.

**(e) Treasurer.** The Treasurer shall be chair of the Finance Committee. The treasurer shall oversee the custody of, and be responsible for, all funds and securities of the Corporation; shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation; and shall deposit or cause to be deposited all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, the Treasurer shall render or cause to be provided a statement of accounts. The Treasurer shall at all reasonable times exhibit or cause to be exhibited the books and accounts to any officer or director of the Corporation, and shall perform or cause to be performed all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, give such bond or security for the faithful performance of his or her duties as the Board may require.

**Section 4. Executive Director.** The Board of Directors shall hire an Executive Director who shall serve as the chief executive officer of the Corporation. The Executive Director shall have day-to-day responsibility for the management of the staff and programs of the Corporation, including carrying out the Corporation's goals and Board-approved policies. The Executive Director shall serve as an ex-officio, non-voting member of the Board of Directors; report on the progress of the Corporation's activities, provide notice to members regarding any changes in their standing with regard to the Corporation, answer questions of Board members and carry out the duties described in the job description. The Board of Directors may designate other duties as necessary. The Executive Director shall report to the Chair of the Corporation.

**Section 5. Agents and Employees.** The Board of Directors may hire or appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board of Directors may remove any agent or employee at any time with or without cause. The foregoing powers may be delegated to the Executive Director. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

**Section 6. Compensation of Officers, Agents and Employees.** Salaries or other compensation of officers, agents and employees may be fixed from time to time by the Board of Directors, or this power may be delegated to the Executive Director; provided, however, that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's purposes.

## **ARTICLE VI**

### **Miscellaneous**

**Section 1. Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

**Section 2. Corporate Seal.** The seal of the Corporation shall be circular in form and contain the name of the Corporation, the words “Corporate Seal” and “Delaware” and the year the Corporation was formed in the center. The Corporation may use the seal by causing it or a facsimile to be affixed or impressed or reproduced in any manner.

**Section 3. Checks, Notes, Contracts.** The Board of Directors shall determine who shall be authorized from time to time on the Corporation’s behalf to sign checks, notes, drafts, acceptances, bills of exchange and other orders or obligations for the payment of money; to enter into contracts; or to execute and deliver other documents and instruments.

**Section 4. Books and Records.** The Corporation shall keep in the custody of the Executive Director (1) correct and complete books and records of accounts, (2) minutes of the proceedings of its Board of Directors and members, and any committee of the Corporation, and (3) a current list or record containing the names and addresses of all members, directors and officers of the Corporation. Any of the books, records and minutes of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 5. Amendments to Certificate, Bylaws and Membership Agreement.** The Certificate of Incorporation may be amended in whole or in part by the members. These Bylaws may be amended or repealed, in whole or in part, by a two-thirds vote of the entire Membership. The Membership Agreement may be amended, in whole or in part, by a four-fifths vote of the entire Membership.

**Section 6. Privacy.** The protection of individual’s privacy being of significant importance to the Corporation, the Corporation shall take all reasonable and prudent actions to prevent and/or contest the disclosure of any personal or individual data held within the Corporation’s control to anyone other than the members, in accordance with federal law.

**Section 7. Indemnification and Insurance.** The Corporation may, to the fullest extent permitted by law, indemnify any present or former director, officer, employee or agent or any person who may have served at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative, or investigative, to which he or she may be or is made a party by reason of being or having been such director, officer, employee or agent if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

However, there shall be no indemnification in respect of any claim, issue or matter as to which he or she shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The Corporation shall have the power to purchase and maintain insurance to indemnify the Corporation and its directors and officers to the full extent such indemnification is permitted by law.

The Corporation may pay expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such officer or director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation under this Article. Such expenses (including attorneys' fees) incurred by other employees and agents may be paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of § 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in § 4941(d) or § 4945(d), respectively, of the Code.

If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

**OFFICER’S CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_ of the Electronic Registration Information Center, formed and existing under the laws of the State of Delaware, do hereby certify that the foregoing is a true and complete copy of the Bylaws of this not-for-profit corporation as submitted and read to, and adopted by, the Board of Directors on \_\_\_\_\_, 20\_\_.

IN WITNESS THEREOF, I have hereunder ascribed my name and affixed the Seal of the Corporation on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

## EXHIBIT A

### ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

#### MEMBERSHIP AGREEMENT

This membership agreement (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”), by and between Electronic Registration Information Center, Inc., a Delaware nonstock corporation (“ERIC”) and \_\_\_\_\_ (the “Member”).

**WHEREAS**, ERIC was formed for charitable and educational purposes to engage in meaningful, evidence-based improvements to voter registration in the United States; and

**WHEREAS**, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states to conduct research, develop technology, and perform other charitable and educational activities designed to reduce the costs and increase the accuracies and efficiencies associated with their use of voter registration systems; and

**WHEREAS**, ERIC seeks the direct involvement of states in furthering its charitable and educational purposes by such states becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states with respect to their use of voter registration systems, and assist state in making their voter registration lists and processes more accurate, more complete, and fully compliant with federal, state and local laws; and

**WHEREAS**, in consideration for the Member’s performance as described below, ERIC will provide the service to the Members of sharing and processing data that relates to the maintenance of their voter registration lists and provide regular reports to the Member.

**NOW THEREFORE**, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Annual Dues. The Member shall pay annual dues to ERIC as determined by the ERIC Membership, pursuant to Article II, Section 5 of ERIC’s Bylaws. The Executive Director shall invoice Members for dues and set a reasonable payment deadline. If the Member fails to pay dues by the payment deadline, ERIC shall not deliver, nor shall the Member receive, any services or data from ERIC until such payment is received. Any Member that fails to pay dues within ninety (90) days of a payment deadline shall be *automatically removed* as a Member in accordance with ERIC’s Bylaws (the “Bylaws”).
2. Voter Registration Data and Motor Vehicle Department Data.
  - a. A reasonable time after admission, the Corporation and the Member will agree upon a ‘Certification Date’ that obligates the Member to the following two sections herein. The Member shall be notified in writing by the Corporation of the Certification Date.



## EXHIBIT A

- b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit the following data to ERIC: (1) all inactive and active voter files (excluding those records that are confidential or protected from disclosure by law), including those fields identified in Exhibit B (“Voter Registration Data”), and (2) all licensing or identification records from motor vehicles departments (excluding those fields unrelated to voter eligibility, such as fields related to an individual’s driving record), including those fields identified in Exhibit B (“MVD Data”). Voter Registration Data and MVD Data shall be collectively referred to as “Member Data.” Under no circumstances shall the Member transmit an individual’s record where the record contains documentation or other information indicating that the individual is a non-citizen of the United States.
  - c. Should Member fail to transmit Member Data in any sixty (60) day period as provided in sub-section b, Member shall, upon written notice from ERIC, have a thirty (30) day grace period in which to provide such Member Data. Member may submit written requests to the Executive Director of ERIC for reasonable extensions of the grace period deadline if Member is unable to upload Member Data because of a technical issue or a problem accessing or receiving the Member Data. Whether or not to grant the extension or to proceed to automatic removal shall be in the sole discretion of ERIC’s Executive Director. If a grace period expires without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws.
3. Protection of ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
- a. Definitions. The following definitions pertain to this Section and the Agreement as a whole.
    - i. ERIC Reports: Using Member Data (defined in Section 2 of this Agreement) and, in some cases, data from third-party sources, ERIC makes the reports described below available to its Members. These reports, in whole or in part, shall be collectively referred to in this Agreement as “ERIC Reports.”
      - A. **Eligible but Unregistered Report:** This report identifies individuals who appear to be eligible to register to vote in a member state but who do not appear to be registered. This report contains MVD Data and Voter Registration Data.
      - B. **Cross-State Movers Report:** This report identifies voters who appear to have moved from one ERIC member state to another ERIC member state. This report contains MVD Data and Voter Registration Data.

## EXHIBIT A

- C. **In-State Movers Report:** This report identifies voters who appear to have moved within the member state or who have updated their contact information. This report contains MVD Data and Voter Registration Data.
- D. **Duplicate Report:** This report identifies voters with duplicate registrations within the member state. This report contains Voter Registration Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- E. **Deceased Report:** This report identifies voters who may have died. This report is created using Social Security death data known as the Limited Access Death Master File (“LADMF”). This report contains Voter Registration Data that matches the LADMF Data. MVD Data is used to help strengthen the matches identified in this report but is not contained in the report.
- F. **Voter Participation Report:** This report identifies voters who appear to have voted (1) more than once in the Member jurisdiction in the same election, (2) in more than one Member jurisdiction in the same election, or (3) on behalf of a deceased voter within the Member jurisdiction. This report contains MVD Data and Voter Registration Data. In addition, this report contains voter history data.
- G. **National Change of Address (NCOA) Report (“NCOA Report”):** This report identifies voters who have moved using NCOALink data ERIC licenses from the United States Postal Service (“USPS”). There is no Member Data contained in this report.
- ii. Third-Party Data: The LADMF data and the NCOALink data ERIC uses to create the Deceased Report and the NCOA Report, respectively, is collectively referred to herein as “Third-Party Data.”
- iii. ERIC Information: Information relating to ERIC other than ERIC Reports, Member Data or Third-Party Data is collectively referred to herein as “ERIC Information.” By way of illustration only, ERIC Information includes, but is not limited to, ERIC governing documents, membership dues invoices, communications between the Member and ERIC, ERIC’s Information Security Management Plan, and documentation of ERIC’s federal tax-exempt status.
- iv. Records Request(s): All requests to members for ERIC Reports, Member Data, Third-Party Data or ERIC Information, including but not limited to requests that invoke state public records laws or the National Voter Registration Act (“NVRA”), to which a member believes it has a legal

## EXHIBIT A

obligation to respond or comply with shall be collectively referred to in the Agreement as “Records Request(s).”

- b. Member Representations.
  - i. Member represents and warrants that the transmission of Member Data to ERIC or ERIC’s agents, contractors or subcontractors required under this Agreement and its use of ERIC Reports is and shall continue to be conducted in compliance with applicable state, federal and local laws, rules, and regulations.
  - ii. Member shall not use, transmit, sell, or disclose any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than the administration of elections under state or federal law, supporting the operations of ERIC, and responding to Records Requests consistent with the terms of this Agreement.
  - iii. Member shall use its best efforts to prevent the Unauthorized Disclosure (defined in subsection (g)(i) below) of ERIC Reports, Member Data, Third-Party Data, or protected ERIC Information.
- c. Confidentiality of ERIC Reports. The Member agrees that the federal statutes and regulations identified below (“Federal Protections”) protect and prohibit the disclosure of certain ERIC Reports, Member Data, and Third-Party Data. The Member agrees to prevent disclosure of and otherwise protect the ERIC Reports, Member Data, and Third-Party Data in accordance with the Federal Protections, including when responding to Records Request(s), as more fully set forth below.
  - i. Driver’s Privacy Protection Act (“DPPA”): MVD is protected from disclosure under the DPPA, 18 U.S.C. § 2721 *et seq.*, unless a statutory exception applies.
  - ii. LADMF Regulations: LADMF data is protected from disclosure under Section 203 of the Bipartisan Budget Act of 2013, 42 U.S.C. § 1306c, and associated regulations administered by the National Technical Information Service, 15 CFR Part 1110 (“LADMF Regulations”), during the three-calendar year period starting from the date of death. The National Technical Information Service has certified ERIC to receive LADMF data, which ERIC uses to prepare Deceased Reports for Members.
  - iii. NCOALink Regulations: The NCOALink data used to create the NCOA Report is generally protected from disclosure pursuant to ERIC’s license agreement with the USPS. The license agreement is expressly subject to and derived from federal statutory privacy provisions under the Nondisclosure

## EXHIBIT A

of Lists of Names and Addresses Act, 39 U.S.C. § 412 and the Privacy Act, 5 U.S.C. § 552a (“NCOALink Regulations”).

- d. Release of ERIC Reports, Member Data, and Third-Party Data.
  - i. In accordance with the Federal Protections enumerated above, Member shall not release or disclose the following Reports in whole or in part:
    - A. **Cross-State Movers, In-State Movers, and Eligible but Unregistered Reports**, unless a valid DPPA statutory exception applies;
    - B. **Deceased Reports** or data contained therein during the three-year period of protection described above, unless the requestor is a “certified person” as set forth in the LADMF Regulations;
    - C. **NCOA Reports**; or
    - D. **Voter Participation Reports**, which, in addition to the Federal Protections, and as set forth above are prohibited from release under state law.
  - ii. In accordance with Federal Protections above, Member is permitted to release the following ERIC Reports:
    - A. **In-State Duplicate Report**; and
    - B. **Deceased Report** or data contained therein after the expiration of the three-year period of protection for the LADMF data described above.
- e. Process for Managing of Records Requests for ERIC Reports, Member Data, Third-Party Data, and ERIC Information.
  - i. When a Member receives Records Request(s) for ERIC Reports, Member Data, Third-Party Data or ERIC Information, Member shall notify and confer with the ERIC Executive Director before releasing any information in response to the Records Request(s). The purpose of this requirement is to advance the goals of (a) fostering open communication between ERIC and its Members regarding the disclosure of information relating to ERIC in accordance with this Agreement and the Federal Protections; (b) creating consistency across the Membership with respect to the handling of the release of information relating to ERIC; (c) allowing for the case-by-case assessment of requests, including whether the request is for information that

## EXHIBIT A

might legally be protected from disclosure on grounds other than those outlined in subsection (c).

- ii. Member shall not have an obligation under this Agreement to release an ERIC Report, Member Data, Third Party Data or ERIC Information in response to Records Request(s) even if authorized to do so under the Agreement, including, by way of example and not limitation, if the Member determines that doing so would violate an applicable law in Member's jurisdiction.

f. ERIC Representations.

- i. ERIC represents and warrants that it does not and shall not use or transmit any ERIC Reports, Member Data, Third-Party Data or ERIC Information for any purpose other than providing services to its Members. ERIC's services to its members include, but are not limited to, undertaking research projects with the assistance of third-parties to help evaluate and assess ERIC, provided that such research is in accordance with its status as a non-partisan organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code. Before undertaking any such research project, the ERIC Executive Director shall obtain the approval of the Board. ERIC's services may also include responding to requests for information from third-parties.
- ii. ERIC represents and warrants that it does and shall use its best efforts to prevent an ERIC Unauthorized Disclosure (defined in subsection (g)(ii)) of ERIC Reports, Member Data, Third-Party Data or protected ERIC Information.
- iii. If ERIC receives a request from a third-party for ERIC Reports, Member Data, Third-Party Data or ERIC Information, ERIC will generally refer the requestor to the relevant member(s), understanding that ERIC may provide the requestor with public information such as information relating to its status as a 501(c)(3) public charity. If ERIC otherwise determines it is legally obligated to respond directly to a third-party information request, it will do so in accordance with subsections (c) and (d), after first notifying the Executive Committee.

g. Unauthorized Use or Disclosure of Data.

- i. Member: Should there be an unauthorized or impermissible use, access, acquisition, or disclosure or transmission of an ERIC Report, Member Data, Third-Party Data or protected ERIC Information, regardless of whether it is accidental or intentional (for example, Member intentionally sells,

## EXHIBIT A

distributes, publishes or uses an ERIC Report for a purpose other than election administration, including a commercial purpose) or by a third party (collectively, “Unauthorized Disclosure”), Member shall, take the following steps:

1. **Notice to ERIC:** Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure. ERIC will notify the entire Membership of the Unauthorized Disclosure within a reasonable period of time thereafter, but no less than as required under federal or state law.
  2. **Member Legal Management of Unauthorized Disclosure:** Where applicable, Member shall address the Unauthorized Disclosure in accordance with law and keep the ERIC Executive Director reasonably apprised of its efforts to do so and its progress.
  3. **ERIC Remediation Process:** Within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure, Member shall (a) explain in writing to ERIC that such Unauthorized Disclosure has been cured and how it was cured or, if the breach is not curable, provide a written explanation to ERIC of what steps it has taken to mitigate the risks to ERIC and its Members resulting from such breach; and (b) provide a written explanation of what processes it has implemented to prevent such Unauthorized Disclosure in the future. Upon written application, the Executive Director of ERIC, in consultation with the Board Chair, may extend the deadline for Member to comply with this section. At its first meeting (or at a subsequent meeting as determined by the Executive Director of ERIC, in consultation with the Board Chair), following the Member’s compliance with sub-sections (a) and (b) above, the Board will consider the information submitted by the Member and vote on Member’s continued membership. Should Member fail to provide any information in response to sub-sections (a) or (b) above, Member shall be *automatically removed*. To the extent permitted under each Member’s state law, the Member agrees to indemnify, defend and hold harmless ERIC against any claims or losses related to or stemming from the Unauthorized Disclosure.
- ii. Notice of Unauthorized Disclosure of Data/Indemnification-ERIC: Should there be an unauthorized disclosure of Member Data, Third-Party Data, or ERIC Reports by ERIC, whether accidental or intentional or the responsibility of a third party (“ERIC Unauthorized Disclosure”), ERIC shall immediately give notice to Members and take such other steps as required by law, insurance policies, and its incident response plan. ERIC shall keep the membership reasonably apprised of the steps it is taking to



## EXHIBIT A

December 1 falls on a weekend, the next business day) following the Federal General Election, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has or has not complied with the provisions of this section. Members that have not complied with this section, or do not provide the written certification, shall be *automatically removed* from membership. If a Member adopts legislation or policies that have the potential to accomplish the objectives of this section by alternative means, Member may apply to ERIC for an exemption from the requirements of this section of the Membership Agreement by sending a written request to the Executive Director of ERIC and the Chair of the Board. Such written application shall explain the basis for Member's assertion that the alternative means will effectively achieve the objectives of this section. If the Executive Director of ERIC and the Chair of the Board believe the request is reasonable, it shall be presented to the Board for a vote and, if granted, a determination on the timing of implementation of the exemption.

- b. When the Member receives credible ERIC Data (meaning the state has validated the data) indicating that information in an existing voter's record is deemed to be inaccurate or out-of-date, the Member shall, at a minimum, initiate contact with that voter in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter's record. Each Member has ninety (90) days after the data was sent to initiate contact with at least 95% of the voters on whom data indicating a record was inaccurate or out-of-date, as described above, was provided.

Within ten (10) business days of the ninetieth day, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section and, if out of compliance, the extent of such non-compliance. If Member is out of compliance, Member shall have a 30-day grace period, which begins on the 91<sup>st</sup> day, within which to complete the required contacts. Within ten (10) business days following the expiration of the grace period, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section. If Member is still out of compliance, or fails to provide the certification, Member shall be *automatically removed*.

### 5. Voter Participation Reports.

- a. ERIC recognizes that the appearance of illegal voting, allegations of illegal voting, and actual illegal voting undermines public confidence in the electoral process and election outcomes. ERIC can be a tool to identify potentially illegal votes and refer them to Members for further investigation consistent with each state's laws. For the purposes of this Agreement, "illegal votes" means votes cast by an individual who may have voted more than once in the Member jurisdiction at the same election,



## EXHIBIT A

voted in more than one Member jurisdiction at the same election, or voted on behalf of a deceased voter within the Member jurisdiction.

Upon the written request of a Member Representative, ERIC shall provide the Member with data identifying voters who appear to have cast improper votes in a preceding election. Members shall not be required to request these data. Use or acceptance of these data shall not be a condition of membership.

- b. To receive the Voter Participation Report, Members must submit a written request to the Executive Director at least 30 calendar days before the applicable election. In the written request, the Member must: (1) specify the election for which it requests data identifying voters who appear to have cast improper votes, (2) affirm that it will submit to ERIC voting history data for the applicable election in a manner consistent with how voter files and motor vehicle records are submitted to ERIC, (3) affirm that it will accept the requested data from ERIC, (4) affirm that it will complete a reasonable internal investigation of any possible improper votes before publicly releasing information about the data, and (5) affirm that it can protect the confidentiality of the Voter Participation Report, either by state law or administrative rule, until the internal investigation is complete and the findings are turned over to law enforcement.
  - c. A Member who requests a Voter Participation Report must submit to ERIC the required voting history data no later than 90 days from the date the Member certifies the applicable Federal General Election pursuant to the Member's state law. In consultation with the Executive Director, the Member may request a deadline extension to accommodate a recount(s) or other post-election activity required by state law that will prevent the member from providing the voting history data by the 90-day deadline.
  - d. A Member who requests a Voter Participation Report must refer all findings of credible cases of illegal voting to the appropriate law enforcement authorities, as designated by the Member's state law, no later than December 31 of the calendar year following the applicable Federal General Election or 180 days after the Member receives its final Voter Participation Report, whichever is later.
6. Single Point of Transfer. The Member shall designate and maintain a single point of transfer of data and a single data source/point of data per data feed.
  7. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit C.

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8. Publicity. The Member shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of ERIC, or use any logo, trademark, service mark, or business or trading name of ERIC or any other Member of ERIC without the prior written approval of ERIC or the affected Member, as applicable. Furthermore ERIC shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of any Member, or use any logo, trademark, service mark, or business or trading name of any Member of ERIC without the prior written approval of the affected Member.
9. Waiver. No waiver by any party for any breach by the other of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing
10. Severability. The provisions of this Agreement are separate and severable, and the invalidity of any of them shall not affect or impair the validity or enforcement of the remaining provisions.
11. Assignment. ERIC may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without a majority vote of the entire Membership. The Member may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without the prior written consent of ERIC. Any sale, assignment, or transfer in violation of this Section is void and without effect.
12. No Partner or Agency. This Agreement does not constitute or create a partnership or joint venture with any Member or among the Members; appoint any Member as an agent for ERIC or any other Member, or appoint ERIC as an agent for any Member; or create any fiduciary obligations among the Members, except as may be expressly set forth in this Agreement.
13. Amendments. Amendments or modifications of this Agreement shall be effective immediately upon approval of such changes by the entire Membership in accordance with Article VI, Section 5 of the Bylaws.
14. Communications; Notices. All communications and notices that are required to be given by ERIC or a Member pursuant to this Agreement must be in writing and sent to the recipient either by electronic mail, personal delivery, overnight commercial courier service, or facsimile. Members may request a preferred method of delivery and the Corporation will make all reasonable efforts to oblige such requests. Communications and notices must be sent using the Notice Details set forth on the signature page of this Agreement, unless these details are changed by delivery of a written notice to ERIC, if the change related to a Member, or the Member, if the change relates to ERIC.

## EXHIBIT A

15. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when fully executed shall be an original, and all of said counterparts taken together shall be deemed to constitute one and the same agreement. This Agreement may be executed using electronic signatures.
16. Complete Agreement. This Agreement is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
17. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
18. Definitions. As used herein, the term "state" includes the fifty (50) states, the District of Columbia, and the territories of the United States.

**EXHIBIT A**

**ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Details:

Name:  
Title: ERIC Executive Director  
Address:  
Phone:  
Email:

**[MEMBER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Details:

Name:  
Title:  
Address:  
Phone:  
Email:

With a copy to (optional):

Name:  
Title:  
Address:  
Phone:  
Email:

## **EXHIBIT B**

### **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

#### **Voter Registration and motor vehicles data fields to be submitted to ERIC by each participating jurisdiction, if collected by the Member State**

1. All name fields
2. All address fields
3. Driver's license or state ID number
4. Last four digits of Social Security number
5. Date of birth
6. Activity dates
7. Current record status
8. Phone number
9. E-mail address or other electronic contact method

## **Exhibit C**

### **ELECTRONIC REGISTRATION INFORMATION CENTER, INC.**

#### **State-Specific Requirements**

##### **Illinois:**

In addition to the voter files and motor vehicle records Members must provide to ERIC under section 2 of the Membership Agreement, Illinois, in accordance with state law, is required to transmit to ERIC identification records contained in the Department of Human Services, the Department of Healthcare and Family Services, the Department of Aging, and the Department of Employment Security databases (excluding those fields unrelated to voter eligibility, such as income or health information).