

MIT Subaward Agreement no. S6063

MIT Purchase Order no. 904917

Auburn

Election Trust Initiative, LLC—
dated June 17, 2022 Grant #36039 (Prime)



MASSACHUSETTS INSTITUTE OF TECHNOLOGY
RESEARCH ADMINISTRATION SERVICES

SUBAWARD AGREEMENT

This Subaward Agreement ("Subaward"), is by and between Massachusetts Institute of Technology, located at 77 Massachusetts Avenue, NE18-901, Cambridge, Massachusetts 02139 (hereinafter referred to as "MIT"), and Auburn University, located at 540 Devall Drive, Suite 200 Auburn, AL 36832 (hereinafter referred to as the "Subawardee"). "Party" shall mean the Subawardee or MIT as the context dictates, and when used in the plural, shall mean the Subawardee and MIT.

WHEREAS, MIT has received funding from Election Trust Initiative formerly The Election Performance Project , LLC, an Initiative of the Pew Charitable Trusts (the "Prime Sponsor"), in accordance with an agreement effective as of June 17, 2022 (the "Prime Award")—a redacted version of which is incorporated herein as **Attachment D**—for a research project entitled: "Mapping Election Administration and Election Science A Supplement to Learning from Elections."(the "Research Project"); and

WHEREAS, MIT desires to have the Subawardee work in connection with this Research Project; and

WHEREAS, Subawardee has skilled personnel and facilities available to undertake their efforts on the Research Project.

NOW, THEREFORE, the Parties agree as follows:

1. **STATEMENT OF WORK AND PURPOSE.** The purpose (Purpose) of this Subaward Agreement is to Support the Research Project as described above and in Exhibit A of the Prime Award (Attachment D) and, in the Subawardee Scope of Work (Subawardee Research) as described in **Attachment A** to this Subaward Agreement. Subawardee agrees to use reasonable efforts to perform the research program as described in **Attachment A**.
2. **PRINCIPAL INVESTIGATOR.** The Subawardee Research will be supervised by Dr. Kathleen Hale, the "**Subawardee Principal Investigator.**" Subawardee shall notify MIT in writing of any proposed changes of the Subawardee Principal Investigator. Any successor proposed by Subawardee to replace the Subawardee Principal Investigator must have the prior written

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approval of MIT. If for any reason a successor acceptable to MIT is not available, this Subaward shall be terminated as provided in Article 9.

3. **PERIOD OF PERFORMANCE.** The period of performance for the Subawardee Research under this Subaward shall be from March 31, 2023 (the “**Effective Date**”) through December 31, 2023 (the “**Completion Date**”). The Completion Date may be modified or extended only by mutual written agreement of the Parties.

4. REIMBURSEMENT OF COSTS.

- 4.1. This is a cost reimbursement Subaward. The total estimated cost for performance under this Subaward is **\$124,999**.
- 4.2. The amount currently obligated for expenditure under this Subaward is **\$124,999** (the “**Authorized Total**”). The Authorized Total is based on Subawardee’s budget attached hereto as Attachment B (the “**Subawardee Budget**”).
- 4.3. MIT shall not be obligated to pay Subawardee any amount in excess of the Authorized Total. Costs in excess of the Authorized Total will be incurred at the Subawardee’s sole liability. The Authorized Total may be increased only by mutual agreement duly executed by the Parties.

5. INVOICES AND PAYMENT.

- 5.1. The Subawardee shall be compensated, based on invoices as provided below, for actual costs incurred in the performance of the Subawardee Research.
- 5.2. MIT will reimburse Subawardee not more often than monthly and not less frequently than quarterly upon submission of invoices in United States Dollars to invoices@mit.couphost.com and shall reference the MIT Subaward Agreement and Purchase Order Numbers indicated above. Invoices must be signed by an authorized representative of the Subawardee and include a statement materially similar to the following: *“I hereby certify, to the best of my knowledge, and belief, that this invoice is correct and that all items invoiced are based upon services rendered consistent with the terms of this subaward agreement.”* Subawardee may use their standard invoice form, but at a minimum shall include current and cumulative costs, and breakdown by major cost category. For reference, a sample invoice has been attached hereto as Attachment C (the “**Sample Invoice**”).

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- 5.3. The final invoice shall be a cumulative invoice and shall be submitted to the MIT Business Contact within sixty (60) days of the Completion Date or earlier termination and shall be marked "Final".
- 5.4. Final payment under this Subaward shall depend upon receipt by MIT of all services, reports, and/or supplies set forth hereunder. MIT reserves the right to withhold final payment of the Subaward until all services, reports and/or supplies set forth hereunder are delivered.
- 5.5. Unless otherwise stipulated by MIT to the contrary, the Subawardee shall submit its final invoice reflecting its indirect costs at the rates that were proposed and approved at time of subaward completion, and this Subaward Agreement shall be fully and finally settled applying such rates, with no further adjustment. Subawardee shall not thereafter have any right to seek further reimbursement as a result of any change in its indirect cost rates. Nothing herein shall authorize Subawardee to be reimbursed in excess of the total budget approved by MIT in writing.

6. USE AND RETURN OF SUBAWARD FUNDS.

- 6.1 Subawardee agrees that subaward funds provided will be used exclusively for the Purpose and in accordance with the Budget and Scope of Work. Without limiting MIT's rights or remedies under this Subaward Agreement, Subaward funds not used for the Purpose must be returned to MIT within 30 days of Completion Date or earlier termination of the Subaward Agreement, whichever is earlier, unless an extension is approved at MIT's sole discretion.

7. ACCOUNTING, RECORDS AND AUDIT.

- 7.1. The Subawardee shall maintain records to support identifiable charges to the Subawardee Research. The Subawardee shall keep such records for a period of five (5) years from the Completion Date or earlier termination. Expenses must be incurred within the period of performance as agreed to in Article 3 herein.
- 7.2. At its own expense, MIT may monitor and conduct an evaluation of operations under this Subaward Agreement (Evaluation) to confirm that Subaward funds are spent in accordance with this Subaward Agreement during normal business hours with reasonable advance notice to the relevant party. Subawardee agrees to cooperate in the Evaluation and provide such information to MIT or its representatives as necessary.

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- 7.3. Subawardee agrees that all financial records pertaining to this Subaward will be made available for review or audit by MIT during normal business hours for a period of five (5) years from the Completion Date or earlier termination.
- 7.4. Subawardee is a participant of the Federal Demonstration Partnership and follows the Federal Audit requirements as indicated in the Uniform Guidance, 2 CFR Subpart F—Audit Requirements. Subawardee's annual Single Audit report may be found on the following webpage: https://www.auburn.edu/administration/business-finance/pdf/21_uniform-guidance.pdf

8. REPORTING REQUIREMENTS. Reports shall be submitted to MIT as follows:

- 8.1. White Paper between 20 and 30 Pages in length associated with topic of election practice as described in the Statement of Work.
- 8.2. A final technical report shall be submitted to the MIT Principal Investigator by December 31, 2023.
- 8.3. Other reports as may be reasonably requested by MIT.

9. TERMINATION. Performance under this Subaward may be terminated by MIT or Subawardee upon thirty (30) days' prior written notice to MIT's or Subawardee's Business Contact noted in Article 15. Performance under this Subaward may be terminated immediately upon notice to the Subawardee, if the Prime Award is terminated by the Prime Sponsor. Further:

- a. Either Party may terminate this Subaward Agreement upon the other Party's non-compliance with any obligation under this Subaward Agreement and failure to cure within thirty (30) days after receipt of written notice from the non-breaching Party. Such events of non-compliance/breach may include, but are not limited to those described in Article 26 of the Prime Award.
- b. Upon termination of this Subaward Agreement for any reason, without waiver of either Party's other rights and remedies, (i) Subawardee will cease work under this Subaward Agreement as of the effective date of termination and shall not incur any additional costs or perform any additional work under this Subaward Agreement without MIT's prior written consent; (ii) a financial report shall be due to MIT within sixty (60) days of

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the effective date of the termination; (iii) Subawardee shall provide MIT with any Work Product created (and Datasets if applicable) prior to termination, including drafts; and (iv) MIT shall reimburse Subawardee for its costs and noncancelable commitments (unless such amounts for noncancelable commitments were incurred in connection with Subawardee's breaches of this Subaward Agreement incurred in performance of the Purpose up to and including the effective date of termination, the total of which in no event shall exceed the total amount of the Authorized Total).

- c. Notwithstanding any of the foregoing, either party shall have the right to invoke force majeure and terminate this Subaward in the event that proceeding with the Subawardee Research or material portions thereof would be inconsistent with applicable national, state, or local health advisories and restrictions or University-level policies regarding business travel or attendance at large group gatherings, due to the global public health emergency caused by the novel coronavirus (COVID-19).

10. CONFIDENTIAL INFORMATION. Parties do not expect to exchange confidential or proprietary information under this Subaward. Should it become necessary for MIT and Subawardee to exchange such information, the Parties will enter into a separate agreement covering the exchange of such information including the terms and conditions of such exchange. Should the Subawardee require information of the Prime Sponsor which the Prime Sponsor considers to be confidential or proprietary, the Subawardee and Prime Sponsor shall enter into an agreement with regards to such information. For the avoidance of doubt, MIT will not be providing Prime Sponsor confidential information to Subawardee under this Subaward.

11. PUBLICATIONS, ACKNOWLEDGEMENT & DISCLAIMER. The Parties acknowledge that they are each free to publish the results of the research conducted and Work Product (hereinafter defined in Article 12.1) generated under this Subaward Agreement, including but not limited to, through academic journals, conferences or websites. The Parties agree that after publication, the Work Product from the portion of the Purpose described as "Distributed Academic Research" in Exhibit A to the Prime Award will be subject to noncommercial research use open access and/or open licensing requirements.

11.1 Acknowledgement. For all written publications and Work Product generated pursuant to this Subaward Agreement and publicly disseminated, Subawardee shall provide an acknowledgment of Prime Sponsor's role as the funder of such publications and Work Product by placing on all final and/or disseminated versions of such publications and Work Product the following language, "Support for this

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project was provided by the Election Trust Initiative, LLC, an initiative of the Pew Charitable Trusts.”

- 11.2 **Disclaimer.** Unless otherwise requested by MIT, for all written publications and Work Product generated pursuant to this Agreement and publicly disseminated, Subawardee shall include the following disclaimer: “The views expressed herein are those of the author(s) and do not necessarily reflect the views of the Election Trust Initiative, LLC, an initiative of the Pew Charitable Trusts.”

12. INTELLECTUAL PROPERTY.

- 12.1 **SUBAWARDEE AND MIT INTELLECTUAL PROPERTY:** Title to any intellectual property created in connection with the performance of this Subaward Agreement or any Work Product (as hereinafter defined), created by Subawardee shall vest in the Subawardee in accordance with applicable U.S. laws and the policies of the Subawardee. Work Product consists of the deliverables/milestones and other materials, including drafts thereof, created, or prepared by Subawardee (or MIT) or Subawardee or MIT’s Subcontractors, if any, in the performance or support of the Purpose and using Subaward funds under this Subaward Agreement (“Work Product”). Similarly, title to any intellectual property created in connection with the performance of this Subaward Agreement or any Work Product, created by MIT, shall vest with MIT in accordance with applicable U.S. laws and MIT policies.
- 12.2 **MIT & PRIME SPONSOR LICENSE:** Subawardee hereby grants to MIT and Prime Sponsor, a nonexclusive, irrevocable (except for breach), perpetual, worldwide, royalty-free, non-transferable, non-sublicensable, license for non-commercial purposes consistent with its not-for-profit mission to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, and to create derivative works from and otherwise disseminate, in whole or in part, any or all of the Work Product. Notwithstanding the foregoing, the above license may be sublicensed by the Prime Sponsor, to The Pew Charitable Trusts (Pew), provided that Pew is subject to confidentiality obligations no less restrictive than those contained in this Subaward Agreement.
- 12.3 **DISCLOSURE OF UNPUBLISHED WORK PRODUCT:** The Parties agree (i) to use commercially reasonable efforts to protect each other’s unpublished Work Product from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature; and (ii) not to disclose or otherwise permit access to the aforementioned

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unpublished Work Product to any third party, without each other's prior written consent.

- 12.4 **THIRD PARTY INFRINGEMENT.** Subawardee agrees that it will make reasonable efforts to ensure that all faculty, staff and researchers of Subawardee (collectively, the "Subawardee Parties") are required to abide by the Subawardee's policies and procedures prohibiting unethical behavior and research misconduct (as further defined in Subawardee's Policies and Procedures) in the performance of their research activities. Subawardee Parties who use software owned or made available by a third party to conduct research activities under this Subaward Agreement shall obtain the appropriate permission or license (if required) and abide by the terms of the applicable software agreement(s) (if any), and any applicable terms of use. MIT may terminate this Agreement pursuant to Article 9 of this Subaward Agreement if violation of any third parties' intellectual property rights results from Subawardee Parties' conduct of their activities hereunder. If Subawardee or Subawardee Parties receive notice of any third-party infringement claim against Subawardee in connection with the performance of this Subaward Agreement or any Work Product hereunder, Subawardee shall promptly notify MIT of such notice in writing and take reasonable steps to resolve the dispute.
- 12.5 **JOINTLY DEVELOPED COPYRIGHT MATERIALS.** Copyrightable materials, including computer software, developed jointly in the performance of the Subaward Research by at least one employee or other personnel of Subawardee and one member of the MIT Research Personnel ("Joint Copyright Materials"), shall be jointly owned by the Parties. Unless otherwise agreed by the Parties in writing (which may include entering into an inter-institutional agreement or selecting a mutually-agreeable open source or open access license under which to distribute the Joint Copyright Materials), each Party shall have the independent, unrestricted right to dispose of such Joint Copyright Materials on a non-exclusive basis as it deems appropriate, without any obligation of accounting to the other party.
- 12.6 **LIMITED LICENSE TO USE MIT COPYRIGHT MATERIALS.** MIT hereby grants to Subawardee a royalty-free, worldwide, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all MIT Copyright Materials arising out of MIT's work under the Prime Award, including software and its documentation and/or informational databases, solely for Subawardee's research and educational purposes.
- 12.7 **OPEN SOURCE LICENSES.** Both Parties acknowledge that the development of openly licensed software or other intellectual property, by either Party individually, or both

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Parties collectively, is encouraged. MIT and Subawardee agree to (a) release or distribute any MIT Copyright Materials, Subawardee Copyright Materials, and Joint Copyright Materials constituting software code or software documentation under an open source license, as defined by the Open Source Initiative (<https://opensource.org/osd>) preferably the BSD or MIT licenses and (b) release or distribute any other MIT Copyright Materials, Subawardee Copyright Materials, and Joint Copyright Materials (e.g. creative works that are not code, or patentable) under a creative commons license, such as the CC-BY 4.0 International license (<http://creativecommons.org/licenses/by/4.0/>)

- 12.8 **RESEARCH RESULTS AND DATA RIGHTS.** “Research Results” means all data, information, techniques, and other results obtained in the performance of the Subawardee Research, but excluding MIT Software. Subawardee shall grant to MIT the right to use Research Results created in the performance of this Subaward for the purpose of its institutional and educational purposes (including, without limitation, for publication) and to the extent required to meet MIT's obligations to the Prime Sponsor under its Prime Award
13. **USE OF NAMES.** Neither Party shall use the name (including abbreviations or variants), mark or logo of the other Party in any public announcement, advertisement, press release, marketing and promotional materials, or other public disclosure (except to the extent required by applicable law or regulation) without the prior written consent of the other Party (in the case of MIT, MIT's Institute Office of Communications). Notwithstanding the foregoing, (i) without the consent of MIT, Subawardee may make factual statements during the term of this Agreement that Subawardee is conducting research sponsored by MIT; however, any such statement may not be expressed in a manner that creates the appearance of an endorsement or promotion of Subawardee by MIT or be made in any marketing or advertising, and MIT has the right to require removal of any such statements; and (ii) without the consent of Subawardee, MIT may publicly acknowledge and disclose its support for the research activities being conducted under this Subaward Agreement, including, for example, the investigator's name, research area and funding amount.
14. **LIMITATION OF LIABILITY.** EACH PARTY SHALL BE RESPONSIBLE FOR ITS NEGLIGENT ACTS OR OMISSIONS AND THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, OFFICERS, OR DIRECTORS, TO THE EXTENT ALLOWED BY LAW. IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS, AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN

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FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 14 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THE SUBAWARD

- 15. NOTICES.** Any notices required to be given or which shall be given under this Subaward shall be in writing and be addressed to the Parties as shown below.

If to MIT:

MIT Principal Investigator	MIT Business Contact
Charles H Stewart, Kenan Sahin Distinguished Professor Department of Political Science Massachusetts Institute of Technology 77 Massachusetts Avenue Cambridge, MA 02139 USA Telephone: (617) 253-3127 Email: ctstewart@mit.edu	Jeremy Kennelly, Subaward Administrator Research Administration Services Massachusetts Institute of Technology NE18-901 Cambridge, MA 02139 USA Telephone: (617) 715-4294 Email: kennelly@mit.edu Copy to: subawards@mit.edu

If to Subawardee:

Subawardee Principal Investigator	Subawardee Business Contact
Kathleen Hale 540 Devall Drive, Suite 200 Auburn, AL 36832 334-844-4438	Darren May 540 Devall Drive, Suite 200 Auburn, AL 36832 334-844-4438 ospadminn@auburn.edu

- 16. DISCLAIMERS OF WARRANTIES.** NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SUBAWARDEE RESEARCH OR THE MIT COPYRIGHTABLE MATERIALS, SUBAWARDEE COPYRIGHTABLE MATERIALS OR ANY INTELLECTUAL PROPERTY RIGHTS THEREIN. EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF SUCH INTELLECTUAL PROPERTY RIGHTS OF SUBAWARDEE OR MIT, OR OF ANY THIRD PARTIES, INCLUDING THE MIT COPYRIGHTABLE MATERIALS AND SUBAWARDEE COPYRIGHTABLE MATERIALS, OR THE INTELLECTUAL PROPERTY RIGHTS RELATED TO THE COPYRIGHTABLE MATERIALS, AS WELL AS THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. THIS ARTICLE 16 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS SUBAWARD.

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- 17. ASSIGNMENT.** This Subaward shall be binding upon and inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Subaward shall not be assignable by Subawardee without the prior written consent of MIT; any attempted assignment is void.
- 18. GOVERNING LAW.** The Parties agree to remain silent.
- 19. DISPUTE RESOLUTION.** In the event of any dispute arising under this Subaward, written notice of the dispute must be provided to the other Party within thirty (30) days of the events giving rise to the dispute. The Parties shall follow the procedures set forth in the article to facilitate a resolution and attempt to avoid litigation. The Parties shall negotiate in good faith to resolve the dispute within thirty (30) days of receiving notice of the existence of the dispute. In the event the negotiations fail to resolve the dispute, the Parties agree to share the costs of retaining a licensed mediator and to participate, in good faith, with the mediation effort. In the event the mediation effort is unsuccessful, the Parties may pursue other means of dispute resolution, including arbitration, or proceed to litigation in a court of competent jurisdiction. The Parties shall each be responsible for all of their own costs of mediation and/or other dispute resolution. Pending any decision, appeal or judgment on the settlement of any dispute arising under this Subaward, the Subawardee shall proceed diligently with the performance of this Subaward.
- 20. EXPORT CONTROLS.** Each Party will comply with all applicable U.S. export control laws and regulations, including, without limitation, the Export Administration Regulations and the U.S. International Traffic in Arms Regulations. Both Parties represent that it will use reasonable efforts to prevent disclosure or delivery to the other Party of any information, materials, tangible items, data, software or technology that carries an export classification more restrictive than EAR 99 (collectively, “Restricted Technology”), without first obtaining the advance written consent of the other Party’s Export Control Officer. If either Party learns that it has or may have disclosed or delivered Restricted Technology to the other Party or otherwise breached this Article, the disclosing Party shall immediately provide detailed written notice to each of the other Party and that Party’s Principal Investigator, and work cooperatively to address the breach.
- 21. INCORPORATION OF PRIME AWARD.** This Subaward Agreement is subject to the terms and conditions of the Prime Award included hereto in Attachment D, including all attachments to and incorporations into said Prime Award. Subawardee shall assume towards MIT all obligations, responsibilities, promises, representations, and warranties which MIT, under the Prime Award, assumes towards the Prime Sponsor. Subawardee further assumes all

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obligations, responsibilities, promises, representations, and warranties that said Prime Award otherwise requires MIT to secure from subrecipients in order for MIT to fulfill its obligations under said Prime Award.

- 21.1 In addition to the terms and conditions explicitly detailed in this Subaward Agreement, the following Prime Award requirements are flowed down to the Subawardee as described in the following Articles: 9, 21, 22, 23, & 24, Exhibit A, & Exhibit C to the Prime Award. In reading the Prime Award flowdown terms, “Grantee” shall be read as “Subawardee” and “Grantor” shall be read as MIT.
 - 21.2 The following Prime Award Articles shall not apply to Subawardee: Articles: 1, 3, 4, 6, 10 & 11, 25, 27, 28.
 - 21.3 REPORTS, DISCLOSURES, AND COMMUNICATIONS UNDER THESE TERMS: Notwithstanding the above, Subawardee shall deliver any reports or other communications, make any disclosures, otherwise deliver any tangible or intangible property and seek any authorizations that are required by this Article 22 to MIT except when the plain text of the Prime Award, if interpreted without regard to the remainder of this Subaward, would expressly permit or require Subawardee to make such conveyance directly to the Prime Sponsor or to Funder.
 - 21.4 Prior approval for activity: Subawardee will obtain prior approval from MIT before undertaking any activity for which Prime Sponsor requires prior approval from MIT.
22. EQUIPMENT. For purposes of this Subaward, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the Subawardee for financial statement purposes or \$5,000. No equipment is authorized to be purchased under this Subaward.
23. INDEPENDENT CONTRACTOR. In the performance of this Subaward, Subawardee shall be deemed to be an independent contractor and, as such, no employees or staff of Subawardee shall be entitled to any benefits applicable to employees of MIT. The Parties are each free to pursue relationships and opportunities with others similar to those contemplated in this Subaward.
24. PRIOR APPROVAL. Subawardee must acquire prior approval on any of the following changes:
- Substantive changes in Subawardee’s Statement of Work or Budget;
 - Absence and/or change in Subawardee Principal Investigator;

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- Change in key personnel; and
 - No-cost extensions
- 25. INCORPORATION OF ATTACHMENTS.** Any attachments and/or exhibits attached hereto are hereby incorporated into this Subaward.
- 26. ORDER OF PRECEDENCE.** In the event of any conflict between the terms of this Subaward and language set forth in the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) Subaward Agreement no. S6063; (2) Attachment A (Subawardee Research), Attachment B (Subawardee Budget), and Attachment C; (3) Attachment D, the redacted "Prime Award."
- 27. ENTIRE AGREEMENT.** Unless otherwise specified, this Subaward and its Attachments embody the entire understanding between MIT and the Subawardee for the Subawardee Research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Subaward, including without limitation; changes in the statement of work, period of performance or total estimated cost, shall be effective unless made in writing and signed by authorized representatives of the Parties.
- 28. COUNTERPARTS.** This Subaward and any amendment hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. If this Subaward is executed in counterparts, no signatory hereto will be bound until all the Parties named below have duly executed a counterpart of this Subaward.

IN WITNESS WHEREOF, MIT and the Subawardee, intending to be legally bound, have executed this Subaward as of the last signature date below, by their respective duly authorized representatives.

MASSACHUSETTS INSTITUTE OF
TECHNOLOGY
By: 
Victoria Grafflin
DA13F622DA75488...

Name: Victoria Grafflin _____
Title: Manager, RAS Research Subawards

SUBAWARDEE
Anthony Ventimiglia, Assistant VP for
Research Administration for Steven
Taylor, Senior VP for Research &
Economic Development
By: 
Anthony Ventimiglia
Digital signature information:
Digitally signed by Anthony Ventimiglia,
Assistant VP for Research Administration
for Steven Taylor, Senior VP for
Research & Economic Development
Date: 2023.06.05 11:49:50 -05'00'

Name: Anthony Ventimiglia
Title: Asst. VP, for Steven Taylor, Senior VPRED

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June 5, 2023 | 4:04:41 PM EDT

Date: _____ Date: _____

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ATTACHMENT A
SUBAWARDEE RESEARCH

Mapping Election Administration and Election Science
Statement of Work
Auburn University Subaward
Massachusetts Institute of Technology (MIT)

This research is an interdisciplinary, collaborative effort directed at mapping the field of election administration and voter registration with focus on poll worker and election official recruitment, training, and retention. Research will review the known science and roadmaps for future research and potential implementation including what is known about the effects of various practices on elections in general and differences across demographics, and other important factors.

The end product is a 25-30 page paper that 1) maps extant knowledge, conditions, and pressures; 2) summarize empirical claims about election administration where consensus exists about the impact of practices and/or policies; and 3) identifies gaps between what is known and the needs of the field that merit further research.

The project team is headed by national experts Kathleen Hale and Mitchell Brown at Auburn University. Partners include academics from Auburn University and other institutions with expertise in adult education methods and workforce development, election recruitment and retention, and practitioners in the field of election administration and ancillary fields who are recognized for best practices in capacity building through training permanent and temporary staff and other related efforts (i.e., recruitment and retention). These practitioners include representatives from the office of the Los Angeles County Clerk/Voter Registrar, other research advisory board election officials connected with the Institute of Election Administration Research & Practice (a research and training partnership between Auburn University faculty who specialize in election administration and the Election Center, aka the National Association of Election Officials), and other practitioners as identified and appropriate.

Research begins 4/1/23 and ends 12/31/23.

Methodology includes team discussion about key issues, literature review from multiple perspectives, and synthesis of these.

Explanation for honorarium:

The honorarium follows the explicit intent of the funder to support collaborative, interdisciplinary efforts in creative scholarship; honoraria are dedicated to data collection, time, and travel to collaborative scholarly meetings.

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ATTACHMENT B

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dated June 17, 2022 Grant #36039 (Prime)**SUBAWARDEE BUDGET****AUBURN UNIVERSITY OFFICE OF SPONSORED PROGRAMS****DRAFT BUDGET TEMPLATE (AU MTDC - excludes Participant Support from base)**

The following template is provided to allow AU Investigators to develop budgets for sponsored programs activities. This budget is developed to allow for full Facilities and Administrative (F&A) costs and reflects AU's Modified Total Direct Cost (MTDC) Base - Excludes Participant Support from base.

Project Director:	Kathleen Hale	Summary of Project Costs
College/School:	Liberal Arts	Total Direct Costs \$ 114,026
Department (required)	134601 Political Science	Total F&A Costs \$ 10,973
Sponsor:	Massachusetts Institute of Technology (MIT)	Total Cost Share \$ -
Project Period:	04/01/23-12/31/2023	Total Project Cost \$ 124,999
Type of Project (required)	Other/Outreach/Extension	
On or off campus	Off Campus	<i>Check to make sure this selection matches the IC rate used in cell B119.</i>

		Year 1	Year 2	Year 3	Year 4	Year 5	Total
AUBURN PERSONNEL	Monthly						
Salaries (Full-time)	Effort Personnel Type						
Mitchell Brown summer	1.5 Faculty	20,666.00					20,666.00
Kathleen Hale summer	1.5 Faculty	22,833.00					22,833.00
		0.00	0.00	0.00	0.00		0.00
		0.00	0.00	0.00	0.00		0.00
		0.00	0.00	0.00	0.00		0.00
		0.00	0.00	0.00	0.00		0.00
Total Full-time Personnel		43,499.00	0.00	0.00	0.00	0.00	43,499.00
Salaries		13,354.00	0.00	0.00	0.00	0.00	13,354.00
Fringe benefits							
Total Part-time Personnel		0.00	0.00	0.00	0.00	0.00	0.00
Salaries		0.00	0.00	0.00	0.00	0.00	0.00
Fringe benefits							
POST DOC SALARIES							
Salary		0.00	0.00	0.00	0.00		0.00
Salary		0.00	0.00	0.00	0.00		0.00
Salary		0.00	0.00	0.00	0.00		0.00
Total Post Doc Salaries		0.00	0.00	0.00	0.00	0.00	0.00
Fringe benefits		0.00	0.00	0.00	0.00		0.00
GRADUATE STUDENT SALARIES							
Salary		7,000.00					7,000.00
No. of Grad. Students		2					2.00
Total Grad. Salaries		7,000.00	0.00	0.00	0.00	0.00	7,000.00
Fringe benefits		273.00	0.00	0.00	0.00		273.00
Tuition % 40%		2,800.00	0.00	0.00	0.00		2,800.00
UNDERGRADUATE SUPPORT							
Salary (per year)							0.00
No. of Undergrad Students							0.00
Total Undergrad Salaries		0.00	0.00	0.00	0.00	0.00	0.00
CONSULTANT SERVICES							
Consultant(s):							0.00
							0.00
							0.00
Total Consultant Services		0.00	0.00	0.00	0.00	0.00	0.00
EXPENDABLE MATERIALS/SUPPLIES	Type						
							0.00
							0.00
							0.00
Total Materials/Supplies		0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL							
Domestic:		13,600.00					13,600.00
Foreign:							0.00
Total Travel		13,600.00	0.00	0.00	0.00	0.00	13,600.00

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MIT Purchase Order no. 904917

Auburn

Election Trust Initiative, LLC—
dated June 17, 2022 Grant #36039 (Prime)

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 Auburn
 Election Trust Initiative, LLC—
 dated June 17, 2022 Grant #36039 (Prime)

ATTACHMENT C
SAMPLE INVOICE

FROM:

Invoice Number: _____
 Invoice Date: _____

TO: Massachusetts Institute of Technology
 77 Massachusetts Avenue, NE18-901
 Cambridge, MA 02139
invoices@mit.couphost.com

Subaward Agreement #
 Purchase Order #

RE:	Obligated Amount:	\$
Billing for the period: From _____ - _____	CURRENT	CUMULATIVE
TOTAL		

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Subaward Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signed: _____ Date: _____
 (Authorized Official)

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ATTACHMENT D
PRIME AWARD

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THE PEW CHARITABLE TRUSTS
Grant Agreement

This Grant Agreement, Contract ID 36039, (this Agreement) is between **ELECTION PERFORMANCE PROJECT, LLC**, a Delaware limited liability company, with its principal place of business at 901 E Street NW, Washington, DC 20004 (Grantor), and **MASSACHUSETTS INSTITUTE OF TECHNOLOGY**, a Massachusetts nonprofit educational institution, with its principal place of business at 77 Massachusetts Avenue, Building NE 19-901, Cambridge, MA 02139 (Grantee). Grantor and Grantee are sometimes referred to individually as a Party and together as the Parties.

Terms and Conditions

- 1. Amount.** The amount of the grant is _____ (Grant).
- 2. Purpose.** The purpose (Purpose) of this Agreement is to support a research project on Learning from Elections: Evidence-Based Solutions for Accessible, Secure, and Efficient Election Administration, as further described in Exhibit A.
- 3. Term.** The effective date of this Agreement is the date last signed below (Effective Date), and unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate on December 31, 2023 (Termination Date). This Agreement may be extended upon mutual agreement of the Parties, which shall be memorialized in a written amendment to this Agreement as further set forth under the "Amendments" section below.
- 4. [Intentionally Omitted.]**
- 5. Budget.** The approved budget for this Agreement (Budget) is attached and incorporated herein as Exhibit B.
- 6. Expense Reallocation.** Grantee may not reallocate expenses among Budget categories by more than ten (10) percent of the total Budget for this Agreement (Reallocation Threshold).
- 7. Use and Return of Grant Funds; Unexpended Funds.**
 - a. Grantee agrees that the Grant must be used exclusively for the Purpose and in accordance with the Budget. Without limiting Grantor's rights or remedies under this Agreement, Grant funds not used for the Purpose must be returned to Grantor in accordance with Section 7(b) below.
 - b. Any portion of the payments made under this Agreement not expended at the Termination Date, or earlier termination of the Agreement, whichever is earlier, must be returned to Grantor within sixty (60) days of the Termination Date or earlier termination of the Agreement, whichever is earlier, unless an extension is approved at Grantee's request and in Grantor's sole discretion.
- 8. [Intentionally Omitted.]**

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9. No Campaign Intervention/ Lobbying.

- a. No Campaign Intervention. No Grant funds may be used to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (Code).
- b. No IRS Lobbying. No part of Grantee's activities performed, or expenses incurred, under this Agreement may consist of carrying on any lobbying activities within the meaning of Section 501(c)(3) of the Code and/or as defined under the federal Lobbying Disclosure Act (LDA). Grantee represents that it is not established, financed, maintained or controlled by a "covered official" under the LDA.
- c. Other Restrictions. Certain states have enacted laws restricting or prohibiting the use of funds donated by private sources for election-related purposes. No Grant funds may be used in violation of such laws where they apply.

10. Payments and Reporting.

- a. Payment and Reporting Schedule. The payment and reporting schedule for the Grant funds is set forth below:

Narrative Report	Financial Report	Payment Schedule	Amount
N/A	N/A		
December 31, 2022 (Interim Report Date)	Interim Report Date		
January 31, 2024 (Final Report Date)	Final Report Date		
Total			

*“Approval” will be based on Grantee’s “satisfactory performance” (as defined in Section 10(b)(ii) below) of the activities set forth in the Statement of Work described in Exhibit A of this Agreement and adherence to the Budget set forth in Exhibit B.

- b. Payment Conditions.

- i. Subject to the Budget and Payment and Reporting Schedule, Grantor will make all Grant payments electronically through Automated Clearing House (ACH), or Foreign Wire Transfer, as applicable. Disbursement of Grant funds is conditioned upon (i) the execution of this Agreement and any documentation required by Grantor

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to make any such payment, including, without limitation, Grantor's ACH authorization form; and (ii) timely submission of applicable narrative, financial and other reports referenced in this Agreement.

- ii. In addition to any conditions specified above, all disbursements of Grant funds are contingent upon Grantor's determination, in its sole discretion, that "satisfactory performance" of the Purpose has occurred and is likely to continue to occur. The Parties acknowledge that, for the purposes of this Agreement, "satisfactory performance" shall mean Grantee's good faith efforts to use the Grant funds for the Purpose (as documented in applicable narrative, financial and other reports), and Grantee will not be required to obtain any specific outcomes or results.

11. Submission of Reports. Grantee will submit narrative and financial reports on Grantor's Grantee Portal, which can be accessed at <https://pewtrusts.force.com>. Narrative and financial reports must be submitted by the applicable due date set forth in the Payment and Reporting Schedule, unless otherwise approved by Grantor in writing. Questions regarding narrative or financial reporting and payments may be directed to (or other designated Grantor personnel).

12. [Intentionally Omitted.]

13. [Intentionally Omitted.]

14. Evaluation. At its own expense, Grantor may monitor and conduct an evaluation of operations under this Agreement (Evaluation) to confirm that Grant funds are spent in accordance with this Agreement during normal business hours with reasonable advance notice to the relevant party. Grantee agrees to cooperate in the Evaluation and provide such information to Grantor or its representatives as necessary.

15. Grantee's Records. Grantee will keep systematic records of all expenditures relating to this Agreement. These records, including bills, invoices, canceled checks and receipts, will be retained by Grantee for five (5) years after the Termination Date and will be available for Grantor's inspection during that period during normal business hours with reasonable advance notice to the relevant party. Grantor may, at its own expense, examine or audit Grantee's records related to activities supported by this Agreement.

16. [Intentionally Omitted.]

17. Intellectual Property.

- a. Title to any intellectual property created in connection with the performance of this Agreement or any Work Product (as hereinafter defined) hereunder shall vest in the Grantee in accordance with applicable U.S. laws and the policies of the Grantee. Work Product consists of the deliverables/milestones and other materials, including drafts thereof, created, or prepared by Grantee or its Subcontractors (defined below) if any, in the performance or support of the Purpose and using Grant funds under this Agreement ("Work Product").

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Subject to Section 17(b) below, Grantee hereby grants to Grantor, a nonexclusive, irrevocable (except for breach), perpetual, worldwide, royalty-free, non-transferable, non-sublicensable, license for non-commercial purposes consistent with its not-for -profit mission to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, and to create derivative works from and otherwise disseminate, in whole or in part, any or all of the Work Product. Notwithstanding the foregoing, the above license may be sublicensed by Grantor to The Pew Charitable Trusts (Pew), provided that Pew is subject to confidentiality obligations no less restrictive than those contained in this Agreement.

- b. Grantor agrees (i) to use commercially reasonable efforts to protect Grantee's and its Subcontractors' unpublished Work Product from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature; and (ii) not to disclose or otherwise permit access to the aforementioned unpublished Work Product to any third party, without the Grantee's prior written consent. Disclosure of unpublished Work Product to any third party shall be subject to the prior written approval of Grantee's Principal Investigator Professor Charles H. Stewart III, after a good faith discussion with Grantor and consideration of Grantor's request; provided that such approval may be given via electronic mail.
- c. Third Party Infringement. Grantee agrees that it will make reasonable efforts to ensure that all faculty, staff and researchers of Grantee (collectively, the "Grantee Parties") are required to abide by the Grantee's policies and procedures prohibiting unethical behavior and research misconduct (as further defined in Grantees Policies and Procedures) in the performance of their research activities. Grantee Parties who use software owned or made available by a third party to conduct research activities under this Agreement shall obtain the appropriate permission or license (if required) and abide by the terms of the applicable software agreement(s) (if any), and any applicable terms of use. Grantor may terminate this Agreement pursuant to Section 26(b) if violation of any third parties' intellectual property rights results from Grantee Parties' conduct of their activities hereunder. . If Grantee or Grantee Parties receive notice of any third-party infringement claim against Grantee in connection with the performance of this Agreement or any Work Product hereunder, Grantee shall promptly notify Grantor of such notice in writing and take reasonable steps to resolve the dispute.

18. [Intentionally Omitted.]

19. [Intentionally Omitted.]

20. Publicity and Publications.

- a. No Use of Other Party's Name. Except as otherwise permitted herein and in Sections 20 (b), (c) and (d) below, or as required by law or court order, each Party agrees not to use the names, logos or any other marks owned by or associated with the other Party, or any department or project name of the other Party, on or in any form of publicity (including in the other Party's publicly distributed client lists, websites, social media platforms including, but not limited to, LinkedIn, Twitter or Facebook, or in any of the other Party's other promotional materials) without the other Party's prior written consent in each instance

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which consent may be withheld by the other Party, in its sole discretion. In the case of Grantee, such consent must come from its Technology Licensing Office at tlo-uon@mit.edu.

Notwithstanding the foregoing, and subject to any and all confidentiality and/or intellectual property protection provisions contained herein, (i) Grantor may, without Grantee's prior written consent, reference Grantor's support and information contained in the scope of work being pursued under this Agreement as set forth herein provided all such references to Grantee shall be factual and any such statement may not be expressed in a manner that creates the appearance of an endorsement or promotion of Grantor by Grantee or be made in any marketing or advertising; and (ii) Grantee may, without Grantor's prior written consent, publicly acknowledge and disclose Grantor's support for the research activities being pursued under this Agreement, including, for example, the investigator's name, research area and funding amount.

- b. **Publications.** The Parties acknowledge that each of Grantee and its Subcontractors are free to publish the results of the research conducted and Work Product generated under this Agreement, including but not limited to, through academic journals, conferences or websites. The Parties agree that after publication, the Work Product from the portion of the Purpose described as "Distributed Academic Research" in Exhibit A will be subject to noncommercial research use open access and/or open licensing requirements.
 - c. **Acknowledgement.** For all written publications and Work Product generated pursuant to this Agreement and publicly disseminated, Grantee shall provide an acknowledgment of Grantor's role as the funder of such publications and Work Product by placing on all final and/or disseminated versions of such publications and Work Product the following language, "Support for this project was provided by the Election Performance Project, LLC, an initiative of the Pew Charitable Trusts."
 - d. **Disclaimer.** Unless otherwise requested by Grantor, for all written publications and Work Product generated pursuant to this Agreement and publicly disseminated, Grantee shall include the following disclaimer: "The views expressed herein are those of the author(s) and do not necessarily reflect the views of the Election Performance Project, LLC, an initiative of the Pew Charitable Trusts."
21. **Organizational Change.** The replacement of Grantee's key project staff and/or personnel (as defined below) would be a material deviation from this Agreement. Accordingly, Grantee agrees to provide Grantor with written notification before replacing any such staff and/or personnel. Grantee's "key project staff and/or personnel" for this Agreement is defined as Professor Charles Stewart. If a successor reasonably acceptable to both Parties is not available, this Agreement may be terminated as provided in Section 26.
22. **Subcontractors.** Grantee agrees that, if it engages subcontractors or subgrantees (collectively, Subcontractors) to help carry out the project funded under this Agreement, Grantee shall ensure that its Subcontractors comply with applicable terms of this Agreement. Grantee is responsible for the acts or omissions of its Subcontractors under this Agreement.
23. **Representations and Warranties.**

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- a. Status. Each Party represents and warrants that it (1) is not insolvent or otherwise unable to meet its financial obligations as they become due; and (2) either (i) has been determined by the Internal Revenue Service to be tax-exempt under section 501(a) of the Code, as an organization described in section 501(c)(3) of the Code, or the functional equivalent, or (ii) is an organization described under section 170(c)(1) of the Code or the functional equivalent. The Parties will notify each other immediately of any potential or actual change to this status.
- b. Authority. Each Party represents and warrants that (i) it has the corporate, statutory or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on its behalf has the necessary authority to bind such Party; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term of such Party's Grantee's governance documents.
- c. Grantee agrees that all work under this Agreement shall be performed in a manner consistent with reasonable and generally accepted academic standards. Grantee makes no express or implied warranties of any kind for any research results or intellectual property rights under this Agreement, and hereby disclaims all representations and warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or intellectual property rights of Grantee or third parties, creation, validity, enforceability and scope of any intellectual property rights or claims, whether issued or pending, and the absence of latent or other defects, whether or not discoverable.
- d. Recourse against either Party under this Agreement shall in no event include incidental, consequential, special, punitive, or indirect damages.
- e. Code of Ethics. Grantee represents and warrants that it has reviewed the Code of Ethics, a copy of which is attached to this Agreement as Exhibit C and made a part hereof (Code of Ethics) and agrees to comply with the Code of Ethics throughout the term of this Agreement. Notwithstanding any contrary terms in this Agreement, Grantor may terminate this Agreement immediately upon Grantee's violation of the Code of Ethics pursuant to Section 26(a) below.

24. Compliance with Laws.

- a. Grantee agrees that it shall comply with all federal, state, local, and international laws, regulations, and rules applicable to its performance of this Agreement and, upon request, shall provide Grantor with documentation of such compliance.
- b. If processing, including transferring, of any Personal Data (defined below) is performed under this Agreement, Grantee shall comply with the Data Protection Law (defined below) in connection with the processing, including transfer, of Personal Data for purposes of this Agreement. Specifically, Grantee represents and warrants that: (i) it shall not disclose any Personal Data except where it is lawful; (ii) it shall carry out the sharing of any Personal Data obtained from Data Subjects (defined below) pursuant to this Agreement in accordance with any notices supplied to, and consents obtained from, Data Subjects; (iii) it shall enter

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into any additional contractual clauses or addenda as may be necessary for compliance with the Data Protection Law; and (iv) it shall not process any Personal Data other than in accordance with (a) any applicable consents, (b) any applicable privacy policies of Grantee, and (c) applicable law, including the Data Protection Law.

Grantee agrees to provide Grantor written notice of any breach of this Section 24(b) of this Agreement.

For the purposes of this Agreement:

- (i) “Data Protection Law” means any data protection or privacy laws which are applicable to Grantee’s performance of this Agreement; and
- (ii) “Personal Data” means any information relating to an identified or identifiable natural person (a Data Subject) as defined by the applicable Data Protection Law.

25. Indemnification. Each Party hereto shall indemnify, defend and hold harmless the other Party and its officers, directors, employees, and agents, from and against any and all third party claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys’ fees and costs (the “Claims”), caused by the negligence or willful misconduct of indemnifying Party or its contractors or employees in the performance of the Purpose under this Agreement, except to the extent that such Claims are caused by the negligence or willful misconduct of the other Party or its contractors or employees.

26. Termination.

- a. Either Party may terminate this Agreement upon the other Party’s non-compliance with any obligation under this Agreement and failure to cure within thirty (30) days after receipt of written notice from the non-breaching Party. Such events of non-compliance/breach may include, but are not limited to:
 - i. Grantee’s failure to use the Grant funds for the Purpose or timely submit any report required hereunder;
 - ii. Grantee’s application or any required financial report is inaccurate in any material respect;
 - iii. Grantee’s substantial failure to perform any of its obligations required by this Agreement;
 - iv. Grantee’s violation of the Code of Ethics; or
 - v. Grantor’s failure to pay any amounts due to Grantee under this Agreement.

For purposes of clarification, a breach of any of the requirements contained in Sections 9 or 23(e) above is considered non-compliance that is not capable of cure.

- b. In addition to any other termination rights set forth in this Agreement, either Party may terminate this Agreement, without cause at any time, upon thirty (30) days’ prior written notice to the other Party, in which event the Grantee will take all reasonable steps to wind down the Purpose in connection with this Agreement. Upon termination of this Agreement under this subsection, subject to the terms of this Agreement, Grantor will pay Grantee for

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its costs and uncancelable commitments (unless such amounts for noncancelable commitments were incurred in connection with Grantee's breaches of Sections 9 and 23 (e) of this Agreement) incurred in the performance of the Purpose prior to the effective date of termination, the total of which in no event will exceed the Grant.

- c. Upon termination of this Agreement for any reason, without waiver of either Party's other rights and remedies, (i) Grantee will cease work under this Agreement as of the effective date of termination and shall not incur any additional costs or perform any additional work under this Agreement without Grantor's prior written consent; (ii) a financial report shall be due to Grantor within sixty (60) days of the effective date of the termination; (iii) Grantee shall provide Grantor with any Work Product created (and Datasets if applicable) prior to termination, including drafts; and (iv) Grantor shall reimburse Grantee for its costs and noncancelable commitments (unless such amounts for noncancelable commitments were incurred in connection with Grantee's breaches of Sections 9 and 23 (e) of this Agreement) incurred in performance of the Purpose up to and including the effective date of termination, the total of which in no event shall exceed the total amount of the Grant as indicated in Section 1 of this Agreement.

27. Notices. All notices under this Agreement shall be in writing and shall be delivered personally, or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this Section:

If to Grantee: Massachusetts Institute of Technology, Research Administrative Services
77 Massachusetts Avenue, NE18-901

If to Grantor:

The Pew Charitable Trusts, as sole member of the Election Performance Project, LLC
901 E Street, NW
Washington, DC 20004

28. General Provisions.

- a. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any conflict of law principles.

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- b. Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent.
- c. No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto and confer no rights, benefits, or claims upon any other person or entity.
- d. Independent Parties. Grantee, its employees, agents, and representatives are independent parties and are not Grantor employees or agents. This Agreement is not intended to and shall not create any partnership, joint venture or agency relationship between the Parties.
- e. Complete Agreement. This Agreement, including all exhibits and attachments (which are incorporated by reference herein), is the Parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. To the extent that any provision of an attachment conflicts with the terms of this Agreement, the terms of this Agreement shall control. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to this Agreement.
- f. Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- g. Amendment. Prior to making any changes to this Agreement, including, without limitation, any changes to the Purpose or incurring any expenses that exceed the Reallocation Threshold (if applicable), whether or not due to events outside of Grantee's control or otherwise, Grantee must request a modification in writing. Grantee will submit any modification request to Grantor at least sixty (60) days prior to the intended effective date of the change. If Grantor so agrees to the modification, as determined by Grantor in its sole discretion, the Parties will execute an amendment to this Agreement memorializing such modification in advance of it taking effect. No change to this Agreement will be effective unless signed by both Parties.
- h. Survival. The sections of this Agreement titled "Use and Return of Grant Funds; Unexpended Funds", "No Campaign Intervention/Lobbying", "Payments and Reporting", "Submission of Reports", "Evaluation", "Grantee's Records", "Intellectual Property", "Publicity", "Subcontractors", "Compliance with Laws", "Sections 23 (c) and 23 (d) of Liability", "Indemnification", "Termination", "Notices", and "General Provisions" shall survive any termination or expiration of this Agreement.
- i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Electronic and PDF counterpart signatures are sufficient to make this Agreement effective.

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[Signatures on following page]

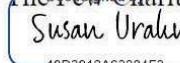
}

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The Parties have caused this Agreement to be duly executed as of the Effective Date.

For: **Election Performance Project, LLC**

By: The Person Charitable Trusts, as sole member


Susan Urahn

48D3012A63284F3

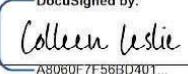
Name: Susan K. Urahn

Title: President and Chief Executive Officer

Date:

For: **Massachusetts Institute of Technology**

DocuSigned by:


Colleen Leslie

A8060F7F56BD401

Name: Colleen Leslie

Title: Asst. Provost for Research Administration

Date: 6/17/2022

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Election Trust Initiative, LLC
Amendment to Grant Agreement

This first amendment to Grant Agreement (Amendment), is effective as of the last date signed below (Amendment Effective Date), is made by and between ELECTION TRUST INITIATIVE, LLC (Grantor) and MASSACHUSETTS INSTITUTE OF TECHNOLOGY (Grantee). Grantor and Grantee are referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Grantor and Grantee have entered into the Grant Agreement dated as of June 17, 2022, Contract ID #36039, as previously amended (as amended, Agreement). The Parties desire to amend the Agreement pursuant to the terms and conditions therein, as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) **Defined Terms.** Except as otherwise provided in this Amendment, capitalized terms used herein shall have the meanings specified for such terms in the Agreement.
- 2) **Changes to Agreement.** The Agreement is hereby modified as follows:
 - a) All references to “Election Performance Project, LLC” in the Agreement shall be deleted and replaced with “Election Trust Initiative, LLC.”
 - b) Delete Section 1 of the Agreement and replace with the following:
 1. **Amount.** The amount of the grant is [REDACTED].
 - c) Delete Section 10(a) of the Agreement and replace with the following:
 - a. **Payment and Reporting Schedule.** The payment and reporting schedule for the Grant funds is set forth below:

Narrative Report	Financial Report	Payment Schedule	Amount
N/A	N/A	[REDACTED]	[REDACTED]
N/A	N/A	[REDACTED]	[REDACTED]
December 31, 2022 (Interim Report #1 Date)	Interim Report #1 Date	Grantor's receipt and [REDACTED]	[REDACTED]
N/A	N/A	[REDACTED]	[REDACTED]
June 30, 2023 (Interim Report #2)	Interim Report #2	Grantor's receipt and [REDACTED]	[REDACTED]

MIT Subaward Agreement no. S6063

MIT Purchase Order no. 904917

Auburn

Election Trust Initiative, LLC—
dated June 17, 2022 Grant #36039 (Prime)

DocuSign Envelope ID: EA26B7BB-389C-4695-B9C6-938D9A41CB9C

Contract ID: 36039

Amendment #: 1

January 31, 2024 (Final Report Date)	Final Report Date	Grantor's receipt and	
Total			

*“Approval” will be based on Grantee’s “satisfactory performance” (as defined in Section 10(b)(ii) below) of the activities set forth in the Statement of Work described in Exhibit A of this Agreement and adherence to the Budget set forth in Exhibit B.

- d) Add Attachment 1 “Mapping Election Administration and Election Science. A Supplement to Learning from Elections” of this Amendment to the end of Exhibit A of the Agreement.
- e) Delete Exhibit B of the Agreement in its entirety and replace with Exhibit B attached hereto.
- 3) **Effect of Amendment.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, including any exhibits thereto, shall remain unchanged and in full force and effect.
- 4) **Authority.** Each Party represents and warrants that (i) it has the corporate, statutory or other power and authority to execute this Amendment; and (ii) the person who executes this Amendment has all necessary authority to bind the Party.
- 5) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Fax and PDF counterpart signatures are sufficient to make this Amendment effective.

[Signatures on following page.]

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AGREEMENT and ACCEPTANCE:

For: Election Trust Initiative, LLC

By: Ashley Quarcoo
Name: Ashley Quarcoo
Title: Executive Director
Date: 3/3/2023

For: Massachusetts Institute of Technology

By: Colleen M. Leslie
Name: Colleen M. Leslie
Title: Asst. Provost for Research Admin.
Date: 3/3/2023

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Attachment 1

**Mapping Election Administration and Election Science
A Supplement to Learning from Elections**

MIT's Election Data and Science Lab (MEDSL) requests [REDACTED] funding for a supplement to the current grant from the Election Trust Initiative entitled Learning from Elections (# 36039). This supplemental grant seeks to broaden the scope of the current project, while setting the stage for future research in election administration and election science in 2024 and beyond.

For the sake of identifying the new work under the existing Learning from Elections Project, the request for supplemental work will be referred to as the Mapping Election Administration and Election Science ("Mapping") Project.

The Mapping Project will (1) assess the current state of knowledge and practice in areas of election administration in the United States and (2) recommend approaches to expand institutional capacity for scientific analysis of election administration at higher education institutions in the United States. The cornerstone of this work is a discovery process to map out the election administration policy space. This process will aim to reach conclusions among stakeholders about areas where the existing evidence about best policies and practices is clear, and where further research is needed.

This process will occur during the 2023 calendar year, with the most intense period of activity taking place over the first nine months of the year. In the first month of the project, MEDSL will produce a workplan that lays out key public release dates and internal deadlines for (1) and (2) above, and share the workplan with the Election Trust Initiative for feedback. MEDSL and the Election Trust Initiative will meet regularly to assess progress against the workplan and review findings.

The core of the Mapping Project will be organized in a manner similar to that managed by MEDSL in 2021 as part of the NSF's Convergence-Accelerator Program.

- MEDSL will manage a process to engage election officials, policymakers, and other stakeholders to refine key questions in election administration and policy.
- MEDSL will commission seven papers that will map out (1) the state of the field in the assigned area, (2) important empirical claims about election administration where there is consensus about best practices, and (3) critical needs for research that would close the gap between scientific knowledge and needs in the field.
- MEDSL will convene an in-person conference in late summer 2023 to review the papers and help clarify (1) where research is well enough defined to inform policy and/or administrative reform, (2) short-term opportunities for election officials, policymakers, and the NGO community to capitalize on this evidence, and (3) where new research could be most fruitfully directed. Participants will include roughly equal numbers of academics, NGOs, and election officials. MEDSL will also seek additional venues to share research findings with a broad array of policy-makers, funders, and election officials.

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Proposed Topics: The following is the list of anticipated areas of research that will be addressed by the white papers.

1. Communicating with voters to build trust in the system
2. Audits and validating election results
3. Voting by mail
4. Voting in person
5. Voter registration accuracy and security
6. Poll worker and election official recruitment, training, and retention
7. Ensuring usability/disability access within the voting experience

The deliverables for this project are planned as follows:

- Seven white papers, between 20 and 30 pages in length, associated with each area of election practice. These papers will be posted on the MEDSL website.
- A final report that will summarize the white papers and the deliberation of the convening. This report will be posted on the MEDSL website.
- An engagement plan to share research findings in the election administration, policymaker, and advocacy communities that can capitalize on the evidence.
- Strategic planning activities to develop recommendations on the following topics.
 - approaches to build capacity at MEDSL as a coordinating entity for a consortium of higher education institutions that are dedicated to the scientific analysis of election administration in the United States;
 - criteria for selecting three to four partner institutions for the consortium;
 - identification of key research gaps in the evidence base that could substantially advance the practice of election science over the next decade;
 - an institutional structure to facilitate regular convenings of experts to weigh in on the state of research in critical areas of election administration and election science;
 - coordinating higher education and other research-oriented nonpartisan institutions in research about the unfolding 2024 federal election; and
 - enhancing the Election Science, Reform, and Administration (ESRA) annual conference and growing the broader network of institutions and researchers focused on election science across the United States.

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Exhibit B

APPROVED BUDGET

Salaries	[REDACTED]
Benefits	[REDACTED] 3
Indirect	[REDACTED]
Conference/Meetings	[REDACTED]
Grants to other organizations	[REDACTED]
Research Team Subawards	\$ [REDACTED]
Subcontractors	[REDACTED]
Honoraria	[REDACTED]
Other Expenses (equipment and materials/services)	[REDACTED]
TOTAL	[REDACTED]

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Exhibit C

Code of Ethics for Grantees

Grantees are expected to abide by the following specific values and standards, in addition to complying with all applicable workplace laws and regulations.

Personal, Professional, and Scientific Integrity: A working environment that values dignity, respect, fairness, and rigorous adherence to the highest professional standards.

Nondiscrimination and Inclusiveness: Prohibition of discrimination based on gender, race, religion, national origin, citizenship, age, sexual orientation, gender identity or expression, disability, protesting discrimination and any other characteristic protected by national, state or local law (collectively “Protected Characteristics”). It is expected that those accepting Pew funding will take meaningful steps to promote inclusiveness in their work.

Positive and Productive Work Environment: Ensuring that all employees are treated with respect, and that sexual or any other form of harassment is not tolerated. Harassment on the basis of Protected Characteristics is prohibited.

Legal Compliance: Demonstrate knowledge of and compliance with all applicable laws and regulations.

This Code of Ethics is, by necessity, general in outlining broad ethical principles. Grantor will be guided by it as well as by other relevant standards for the charitable sector when responding to specific issues not explicitly mentioned above. Grantor reserves the right to terminate their relationship with any Grantee, to the extent permitted by law and consistent with contractual obligations, if at any time Grantor makes a determination, in its sole discretion, that the grantee has engaged in behavior that contravenes this Code of Ethics.