

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF DEFENSE
AND
THE U.S. ELECTION ASSISTANCE COMMISSION (EAC)
ON COOPERATION TO CONSOLIDATE STATE AND LOCAL ELECTION
OFFICIAL QUANTITATIVE SURVEY AND THE EAC ELECTION
ADMINISTRATION AND VOTING SURVEY (EAVS)

This Memorandum of Understanding ("MOU") constitutes an agreement between the U.S. Department of Defense (DoD), and the U.S. Election Assistance Commission (EAC) to consolidate the State and Local Election Official Quantitative Survey. When referred to collectively, the U.S. Department of Defense (DoD) and the U.S. Election Assistance Commission (EAC) are referred to as the "Parties".

1. **BACKGROUND:** DoD and the EAC recognize the need to merge their survey efforts to reduce the reporting burden on State and local election officials and consolidate reporting to Congress.

2. **AUTHORITIES:** The Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) directs the Secretary of Defense, as the Presidential designee pursuant to Executive Order 12642, to work with the Election Assistance Commission and the chief State election official of each State to develop standards for States to report data on the number of absentee ballots transmitted and received pursuant to 42 USC 1973ff-1(c) of UOCAVA. 42 USC 1973ff-1(c) requires no later than 90 days after the date of each regularly scheduled general election for Federal office, that each State and unit of local government which administered the election shall (through the State, in the case of a unit of local government) submit a report to the Election Assistance Commission (established under the Help America Vote Act of 2002 [42 U.S.C. 15301 et seq.]) reflecting these data on uniformed service and overseas civilian voting.

3. **PURPOSE:** This consolidation effort is strictly limited to the State and Local Election Official Quantitative Survey. It does not preclude other DoD data collection efforts that may survey the same population groups, provided that any separate data collection does not duplicate questions of this survey.

4. **UNDERSTANDINGS OF THE PARTIES:**

4.1. The DoD shall:

- 4.1.1 Provide to EAC all agreed upon information about data collection needs including, methods and procedures relating to quantitative surveys of local election officials as required for EAC acquisition and project management milestones.
 - 4.1.2 Serve as lead agency for the official reporting and statistical analysis of Section B (e.g., UOCAVA portion) of the Election Administration and Voting Survey and serve as official repository for survey data determined appropriate by DoD pursuant to UOCAVA.
 - 4.1.3 Verify final datasets with EAC prior to use and reporting in official publications.
- 4.2. The EAC shall:
- 4.2.1 Serve as the Federal agency to prepare, submit and coordinate the information collection package for review and approval by the Office of Management and Budget (OMB).
 - 4.2.2 Coordinate the review and disposition of all public comments to the proposed collection efforts related to Section B through the DoD's Federal Voting Assistance Program (FVAP).
 - 4.2.3 Administer the official consolidated survey (EAVS), track survey responses, conduct data validation and provide supporting datasets for voters covered by UOCAVA and total registered voter totals from EAC survey.
 - 4.2.4 EAC shall transmit initial "raw" UOCAVA datasets beginning March 1, 2015 of the year proceeding a federal general election and continue at two week intervals until the datasets have been certified by each State's Chief State Election Official.
 - 4.2.5 Format the supporting data tables in an agreed upon format with all necessary supporting documentation and transmit these data to FVAP no later than the time the EAC certifies the survey data or April 1, 2015, whichever occurs earlier.
 - 4.2.6 Share progress reports on survey project management on a monthly basis, extend opportunities for FVAP to attend all project meetings and receive copies of all project management documents related to the administration of Section B of the Election Administration and Voting Survey.
 - 4.2.7 Furnish all of the UOCAVA data tables data tables in its EAVS Survey administration. In its public reporting, EAC will reference FVAP as the official source of data.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

No funds are to be transferred by either party to the other to perform either parties' responsibilities or obligations pursuant to this agreement.

6. GENERAL PROVISIONS

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the DoD

6.1.1.1 Primary:
Matt Boehmer
Director
Federal Voting Assistance Program

6.1.1.2. Alternate:
David Beirne
Deputy Director
Federal Voting Assistance Program

6.1.2. For the EAC

6.1.2.1. Primary:
Alice Miller
Chief Operating Officer and Acting Executive Director
United States Election Assistance Commission

6.1.2.2. Alternate:
Karen Lynn Dyson
Director of Research
United States Election Assistance Commission

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the DoD, to

6.2.1. Federal Voting Assistance Program
4800 Mark Center Drive
Alexandria VA 22350
Email: david.beirne@fvap.gov

and, if to the EAC, to

6.2.2. United States Election Assistance Commission

1335 East West Highway
Suite 4300
Silver Spring, MD 20910
Email: klynndyson@eac.gov

6.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

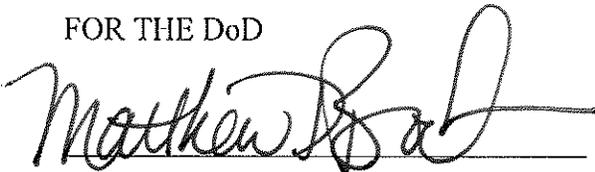
6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires one calendar year from the Effective Date.

APPROVED:

FOR THE DoD



11/21/13
(Date)

FOR THE EAC



11/19/13
(Date)