

MEMORANDUM OF AGREEMENT
between the
MICHIGAN DEPARTMENT OF STATE
and
U.S. SMALL BUSINESS ADMINISTRATION

I. Introduction

The National Voter Registration Act (NVRA), 52 U.S.C. § 20501 *et seq.*, requires states to designate all offices in the state that either “provide public assistance” or “that provide state-funded programs primarily engaged in providing services for persons with disabilities” as voter registration agencies (VRAs). *See* 52 U.S.C. § 20506(a)(2). States must also designate additional, undefined state agencies as VRAs, and states may request that Federal agencies or non-governmental agencies accept the designation.

II. Purpose

Michigan implemented the NVRA’s VRA-designation requirements through a 1994 state statute that directed the Governor to designate VRAs. In 1995, then-Governor Engler signed an Executive Order (EO) designating several State agencies as VRAs. The 1995 EO also allows the Governor to designate additional VRAs through an executive directive.

NVRA also mandates that each state designate “a [s]tate officer or employee as the chief [s]tate election official to be responsible for the coordination of [s]tate responsibilities” imposed by the NVRA. Michigan law makes the Secretary of State “responsible for the coordination of the requirements imposed under . . . the national voter registration act of 1993.” These responsibilities include “[i]nstruct[ing] designated voter registration agencies and [local] clerks about the voter registration procedures and requirements imposed by law.”

The purpose of this Memorandum of Agreement (MOA) is to set forth the roles and responsibilities between the Michigan Department of State (MDOS) and the U.S. Small Business Administration (SBA, the “Federal Agency”, or the “Agency”, acting through its Michigan District Office, located at 477 Michigan Ave., Suite 1819, Detroit, MI 48226), to provide voter registration services in the State of Michigan as a designated VRA.

This MOA establishes the requirements the Federal Agency and MDOS (collectively the “parties” agree that the Agency will meet in accepting the designation as a VRA in the state of Michigan.

III. Authority

SBA enters into this MOA under the legal authority of section 8(b) of the Small Business Act, 15 U.S.C. 637(b), and pursuant to section 20506 of the NVRA as referenced above in Part I.

IV. VRA Coordinator

The Agency shall appoint a Michigan NVRA coordinator to oversee and manage voter registration services for Michigan voters arising from the Agency's designation as a voter registration agency.

V. Training

MDOS shall provide the Agency access to training resources related to the online Michigan Voter Information Center (MVIC). The Agency shall provide voter registration training to all personnel conducting activities under this MOA. This training shall include information on who is eligible to register to vote, the interactions during which Agency staff must make voter registration services available, instructions to Agency staff on how to refer individuals to register to vote online using MVIC, and an overview of additional information that is available to voters in MVIC.

VI. Transactions Requiring Voter Registration Services

The Agency must provide the voter registration services defined in Part VII of this MOA to any eligible person when the person is:

- a. Applying for the Agency's assistance or services within the State and in categories of agency transactions agreed to by MDOS and the Agency as described in Appendix A. The Agency may provide additional assistance or services at its discretion. Appendix A may be amended by written agreement of both parties without the need to amend the entire MOA.
- b. Seeking recertification or renewal of those services referenced in subparagraph (a) above; and
- c. Updating an address with the Agency, whether as part of a request for assistance or services or as an update to contact information on file with the Agency.

VII. Required Voter Registration Services

When acting in its capacity as a VRA, the Agency is required to take the following actions:

- a. Make available electronic voter registration application forms via unique URL as described in part VIII;

- b. Provide one or more documents electronically that contain information prepared by MDOS on the voter-registration process in the State;
- c. Provide the same level of assistance to all applicants in completing electronic voter registration application forms as is provided with respect to other non-VRA services provided by the Agency (unless the applicant specifically refuses such assistance);
- d. Accept completed voter registration forms from applicants through the unique URL described in part VIII; and
- e. Transmit each completed voter registration application to the appropriate election official within a prescribed time frame through the unique URL described in Part VIII.

Concurrently, MDOS shall list the Agency as a VRA.

VIII. Online Voter Registration

With the Agency's agreement, MDOS shall provide the Agency a unique uniform resource locator (URL) which MDOS is responsible to maintain, and the Agency may use to direct persons served by the Agency to MDOS's online voter registration platform. The unique URL shall directly connect to the State of Michigan's online voter registration page.

The Agency shall post the unique URL on its public-facing website, social media pages, and other external communications specific to the State of Michigan. Directing persons to the unique URL or otherwise directing persons to Michigan's online voter registration portal shall fulfill the Agency's requirements to make available, provide assistance with, accept, and transmit electronic voter registration forms. The Agency shall indicate on its website that the user will be redirected to the State of Michigan Secretary of State's website.

The Agency shall have proper security controls in place for the unique URL to prevent redirect attacks and similar exploits. No Personally-Identifiable Information (PII) shall be collected, stored, or distributed by the Agency to or from MDOS, and MDOS shall not provide PII to the Agency.

MDOS shall provide the Agency with metrics, including but not limited to, a periodic total of persons who were driven to the MDOS online voter registration site and completed the form via the unique URL. MDOS shall report these metrics periodically as agreed to by the parties.

IX. In Person Voter Registration Information

The Agency may invite MDOS to various in-person events to allow MDOS to register attendees to vote. Agency will provide logistical support to MDOS to

ensure space is provided for voters to register. MDOS will obtain all voter data and registration forms.

Aside from in-person events attended by MDOS, the Agency will not be required to make paper voter registration forms available to applicants. If an applicant attempts to submit a completed paper voter registration application to the Agency, the Agency will provide to the applicant information about where the applicant can submit a paper voter registration form. MDOS will provide the Agency with training on how to locate the information to provide to the applicant using MVIC.

X. Prohibited Agency Conduct

The Agency and its staff are prohibited from:

- a. Seeking to influence an applicant's political preference;
- b. Displaying any political preference or party allegiance;
- c. Taking any action or making any statement to an applicant to discourage the applicant from registering to vote; or
- d. Taking any action or making any statement the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits offered by the Agency.

XI. Data and Privacy

MDOS considers all non-publicly available data to be a minimal classification of confidential with a potential moderate data impact level. MDOS accepts no responsibility and disclaims any and all liability that may occur from the transaction between the Agency and its clients.

The Agency's voter registration efforts will be focused on providing opportunities for registration through the unique URL referenced in Part VIII of this MOA.

The Agency acknowledges that it may receive confidential data as a VRA and agrees to secure that data and its integrity in alignment with National Institute of Standards and Technology (NIST) 800-53 revision 5 (or latest revision) moderate security standards. The Agency further acknowledges that MDOS bears no responsibility for the Agency's possession of the Agency's client data.

The Agency must:

- a. **Protect the data.** The Agency must establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, disclosed, or stored in a manner other than as provided in this MOA. Protocols must be in writing and provided to MDOS upon request.

- i. **Administrative safeguards** include policies, procedures, training, and other measures designed to carry out security requirements. For example, appointing a security officer or implementing an incident response plan.
 - ii. **Physical safeguards** include limitation of access to physical areas of information systems. For example, implementing a clean-desk policy, requiring locked file cabinets, or use of identification cards to access certain areas.
 - iii. **Technical safeguards** include automated processes used to protect and control access to data on information systems. Examples include encryption, use of passwords, and data loss prevention tools.
- b. **Create a security policy pertaining to the data.** A security policy is a written document describing the system in terms of categories of data processed, users allowed access, and access rules between the users and the data. It describes procedures to prevent unauthorized access by clearing all protected data on storage objects before they are allocated or reallocated out of or into each system. Further security protocols using password protection and authentication must be provided where the computer system contains information for more than one program, project, office, or agency so that personnel do not have unauthorized or unlimited access. Receiving Agency must provide MDOS with a copy of the security policy upon request.
- c. **Use the data only for the stated purpose.** Receiving Agency will use the data received under this MOA solely for the purposes identified in this MOA.
- d. **Not disclose the data except as expressly permitted in this MOA or as required by law.** Except as otherwise provided in this MOA, Receiving Agency will not disclose the data to others.

XII. Required Reporting

If the Agency discovers any violation of this agreement, the Agency shall report it to MDOS within one business day of the violation being identified by the Agency. The parties will cooperate with one another to investigate, mitigate, and remedy the incident.

All records and data will be subject to existing federal and State record retention requirements.

XIII. Access to MDOS Systems

This MOA does not provide the Agency with access to any State of Michigan or MDOS systems.

XIV. Issue Resolution

The parties will work collectively to resolve issues relative to this MOA. Additionally, upon the request of either party, the parties will convene as reasonably necessary for the purpose of resolving problems that may arise in the administration or enforcement of this MOA. The parties will exchange documentation as reasonably necessary to identify and explain issues and positions. Any portion of this MOA that may be subject to interpretation will be addressed at these meetings.

XV. Notices

Notices and other written communications must be addressed to the individuals below or their successors. Parties may amend contact information by providing written notice of the change to the other party. Notices or other written communications required or related to this MOA must be in writing and delivered in person or by email.

For MDOS: Jonathan Brater, Director of Elections [REDACTED] [REDACTED] With a copy for Legal Notices to: Meghan Schaar, Associate Legal Director [REDACTED]	For U.S. Small Business Administration Laketa Henderson, District Director [REDACTED] [REDACTED] With copy for Legal Notices to: Therese R. Meers, General Counsel [REDACTED]
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XVI. Compliance Monitoring

At least once per calendar year, the Agency and MDOS shall review the practices and procedures outlined in this MOA to ensure compliance with the terms of the MOA and the law. The parties will provide the results of such reviews to the other party upon written request. The parties shall also ensure that they take appropriate measures to ensure that information about the MOA is kept up-to-date. The parties have designated the individuals listed below as responsible for this section.

Main Point of Contact for MDOS- **Jonathan Brater, Director of Elections, BraterJ@michigan.gov**

Main Point of Contact for SBA- **Victor Parker, Deputy Associate Administrator Office of Field Operations, victor.parker@sba.gov**

The parties also recognize that this MOA is subject to compliance audits, investigations, and reviews as provided by law.

If MDOS receives an order or other mandate requiring production of the information provided by SBA pursuant to this MOA, MDOS will immediately notify SBA in writing and provide SBA a reasonable opportunity to take whatever action it deems appropriate to preserve, protect and maintain the confidentiality of such information or any related privileges.

XVII. Publicity, Coordination and Use of Names and Logo

The Parties intend to coordinate in advance all public statements, press releases, publicity, marketing, promotional materials, or other public information or messaging regarding this MOA. The terms “U.S. Small Business Administration,” “SBA,” shall only be used in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity. Any usage of SBA’s logo must be approved, in writing, by the SBA.

XVIII. Amendments

This MOA may be amended by written agreement of the parties. If amendment to this MOA is required to comply with federal or State laws, rules, or regulations, the parties will promptly enter into negotiations to meet those legal requirements.

XIX. Effective Date and Term

This MOA is effective when signed by both parties. Unless terminated under Part XX, this MOA will expire on January 1, 2036. The MOA may be renewed for 3

additional 1-year terms by amending the MOA. Parties will meet no less than 30 days prior to the end of this term to begin renewal process.

XX. Termination

This MOA may be terminated for any reason by either party upon 30 days' prior written notice to the other party at the addresses listed in Part XV.

XXI. Survival

The rights, obligations, and conditions set forth in this MOA, and any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this MOA, survives any such termination or expiration.

Nothing in this MOA is intended to conflict with applicable law(s), regulation(s), or the directives of SBA. If a provision in this MOA is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by the Agency and MDOS in writing, but the remaining provisions of this MOA shall remain in force and effect unless otherwise noted.

XXII. Entire Agreement

This MOA replaces and supersedes all prior agreements between the parties relating to the subject matter of this MOA.

XXIII. Execution

This MOA may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.

XXIV. Successors; Assignment

This MOA inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns. Neither party may assign this MOA to any other party without the prior approval of the other party.

XXV. No Third-Party Beneficiaries

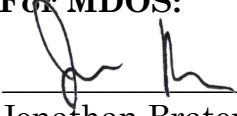
This MOA does not confer any rights or remedies upon any person or entity other than the parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.

XXVI. Authority to Bind

Each person signing this MOA represents that he or she is duly authorized to execute this MOA on behalf of MDOS or the Agency.

In witness thereof, representatives of the Parties sign their names as evidence of their approval of this Memorandum of Understanding:

For MDOS:



Jonathan Brater, Director of Elections
Michigan Department of State

March 18, 2024

Date

For U.S. SMALL BUSINESS ADMINISTRATION:



Jennifer Kim,
Associate Administrator, Office of Field Operations
U.S. Small Business Administration,

March 18, 2024

Date

APPENDIX A

Memorandum of Agreement between the Michigan Department of State and the U.S. Small Business Administration re: National Voter Registration Act

This appendix describes the transactions which the Michigan Department of State (MDOS) and the U.S. Small Business Administration (SBA or "Agency") agree that the Agency will provide electronic voter registration services under Part VII of the MOA and the Agency regarding the National Voter Registration Act.

General

- Provide on-line general assistance to start, grow, or expand a business
- Provide on-line business counseling or a referral to a business counselor

Lending Products

- Provide on-line information about funding opportunities, including SBA guaranteed loans and microloans
- On-line application portal for economic injury disaster loans and microloans

Business and Contracting Support

- Provide on-line information about 8(a) business development assistance for government contracting, including certifications
- Provide virtual assistance to businesses within their portfolios seeking contracts with the Federal Government

Economic Development

- Provide on-line information and virtual assistance to small businesses seeking training and counseling assistance
- Provide on-line information about SBA resource partners

Outreach and Marketing

- Promote programs and help connect entrepreneurs on SBA website
- Advertise SBA events