GRANT AWARD

GRANT NO: H98210-12-1-0030 **PR NO(S): HQ0579-2068-0003-000**
EFFECTIVE DATE: 12 APRIL 2012

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

1. **AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.

2. **TOTAL AMOUNT OF AGREEMENT: $500,000.00**

3. **GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of **$500,000.00** are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

ACRN AA: [redacted]
AMOUNT: $500,000.00

4. **ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.

5. **PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and the West Virginia Secretary of State (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

SECTION A - EXECUTION OF GRANT AWARD

FOR THE RECIPIENT
West Virginia Secretary of State
1900 Kanawha Boulevard East, Room 1
Charleston, WV 25305-0001
CAGE: [redacted]

[redacted]

Sheryl Webb
(NAME)

Deputy Secretary of State
(TITLE)

4/12/12
(DATE)

FOR THE UNITED STATES OF AMERICA
Defense Human Resources Activity (DHRA)
Procurement Support Office
4800 Mark Center Drive, Suite 07G12
Alexandria, VA 22350-1300
CODE: [redacted]

(SIGNATURE)

ROBERT J. LAVELLE
(NAME)

GRANTS OFFICER
(TITLE)

12 APRIL 2012
(DATE)

SECTION B – GRANT SCHEDULE

1. TERMS AND CONDITIONS. By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as "Grant").

(a) The electronic transmission of voted ballots in an actual election will not be funded through this Grant. This includes, but is not limited to the transmission of ballots via the internet, email and facsimile.

(b) This Grant prohibits the integration of separate electronic voted ballot return system developed at the Recipient's expense into this funded research project.

(c) This Grant does not prohibit the use of an electronic voted ballot return system developed at the Recipient's expense that is separate and independent of this funded research project.

(d) This Grant does not prohibit demonstration projects that test the electronic transmission of voted ballots to analyze the security and reliability of online voted ballot transmission systems in environments other than actual elections.

2. GRANT TERM. The Term of this Grant is for a period of **12 April 2012** through **30 November 2016**, subject to availability of funds as specified in Section B, Article 5, below.

3. ORDER OF PRECEDENCE. Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The **Grant Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION C**;

(d) The **Data Point Collection Report Requirements**, as set forth in **SECTION D**; then

(e) The Recipient's Application under Broad Agency Announcement H98210-BAA-11-0001 (dated 13 July 2011) and as revised and accepted by the Government (dated 21 March 2012), consisting of: (a) **Application for Federal Assistance (SF 424)**, (b) **Budget Information – Non-Construction Programs (SF424A) (and supporting documentation)** and (c) the **Technical Proposal** is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. AUDIT. The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. FUNDING LIMITATIONS.

5.1. The Government's maximum obligation for the term of this Grant is **$500,000.00**. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

6. PAYMENT.

6.1. Reimbursement Payments. The Government will make payments based on the Recipient's actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at http://www.ccr.gov and (ii) register to use WAWF-RA at https://wawf.eb.mil, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	**S3915A**
Payment Office	**HQ0337**
Issued By Office	**H98210**
Approver Office	**S3915A**

NOTE: The Recipient shall submit Standard Form (SF) 270 – "Request for Advance or Reimbursement" as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT).

DUNS NUMBER	TIN/EIN	CAGE CODE

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0337)	**DFAS-CO/North Entitlement Operations P.O. BOX 182266 Columbus, OH 43218-2266**

8. PERFORMANCE AND DATA COLLECTION POINT REPORTS. Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. Data Collection Points. The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. Final Performance Report. This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 90 calendar days following the termination of the Grant. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer.

8.3. Special Reporting Requirements. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

9. FINANCIAL REPORTS: Reports shall be prepared in accordance with 32 CFR 33.41; reports shall be submitted to the DHRA Grants Officer, DCMA Administrative Grants Officer and the FVAP Program Officer. The Recipient will report program outlays and program income on a **cash** basis.

9.1. Schedule of Financial Reports. The schedule for required financial reports is as follows. Interim Federal Financial Reports are due no later than thirty (30) calendar days following the reporting period. A Final Federal Financial Report is due no later than ninety (90) calendar days following the termination of the Grant:

FINANCIAL REPORTS	REPORTING PERIOD
Interim Federal Financial Report (SF 425)	**12 April 2012 – 31 July 2012** **01 August 2012 – 31 October 2012** **01 November 2012 – 31 January 2013** **01 February 2013 – 30 April 2013** **01 May 2013 – 31 July 2013** **01 August 2013 – 31 October 2013** **01 November 2013 – 31 January 2014** **01 February 2014 – 30 April 2014** **01 May 2014 – 31 July 2014** **01 August 2014 – 31 October 2014** **01 November 2014 – 31 January 2015** **01 February 2015 – 30 April 2015** **01 May 2015 – 31 July 2015** **01 August 2015 – 31 October 2015** **01 November 2015 – 31 January 2016** **01 February 2016 – 30 April 2016** **01 May 2016 – 31 July 2016** **01 August 2016 – 30 November 2016**
Final Federal Financial Report (SF 425)	**12 April 2012 – 30 November 2016**

10. TITLE TO PROPERTY. Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. SITE VISITS. The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. PREAWARD COSTS. Pre-award costs are authorized under this Grant, from **01 November 2011** through the effective date of award.

13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@osd.pentagon.mil	(571) 372-2614
Ms. Patricia Kennedy	Administrative Grants Officer DCMA Pittsburgh Office	DCMA - Philadelphia 700 Robbins Avenue, Building 4-A PO BOX 11427 Philadelphia, PA 19111-0427 Patricia.kennedy@dcma.mil	(412) 395-4414
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 1777 N. Kent Street, Suite 14003 Arlington, VA 22209-2162 Robin.Burgess@fvap.gov	(703) 588-8119
Mrs. Layna Valentine-Brown	HAVA Coordinator	West Virginia Secretary of State 1900 Kanawha Boulevard E, Rm 1 Charleston, WV 25305-0001 lbrown@wvsos.com	(304) 558-6000
Mr. Brian Messer	Chief Financial Officer	West Virginia Secretary of State 1900 Kanawha Boulevard E, Rm 1 Charleston, WV 25305-0001 bmesser@wvsos.com	(304) 558-6000
Ms. Beth Surber	IT Advisor	West Virginia Secretary of State 1900 Kanawha Boulevard E, Rm 1 Charleston, WV 25305-0001 bsurber@wvsos.com	(304) 558-6000
Ms. Jackie Harris	Policy Advisor	West Virginia Secretary of State 1900 Kanawha Boulevard E, Rm 1 Charleston, WV 25305-0001 jharris@wvsos.com	(304) 558-6000

SECTION C – GENERAL TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS. Federal statutes and regulations take precedence over all terms and conditions of this Grant.

2. ADMINISTRATION AND COST PRINCIPLES. Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars[1]; "appropriate" is determined by the organizational nature of the Recipient.

(a) OMB A-102 "**Administration of Grants and Cooperative Agreements With State and Local Governments**" (October 7, 1994) (further amended August 29, 1997);

(b) 2 CFR Part 225 "**Cost Principles for State, Local and Indian Tribal Governments**" (OMB A-87) (effective August 31, 2005); and

(c) OMB A-133 "***Audits of States, Local Governments, and Non-Profit Organizations***" (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)

[1] OMB Circulars can be found at: http://www.whitehouse.gov/omb/grants_circulars

3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)[2]. These regulations, specifically 32 CFR Part 33, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.

4. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

5. CERTIFICATIONS. By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

7. PROCUREMENT STANDARDS (STATE GOVERNMENTAL ENTITY). When procuring property and services under this Grant, State governmental entities will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

8. STANDARDS FOR FINANCAL MANAGEMENT SYSTEMS. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

9. RETENTION AND EXAMINATION OF RECORDS. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

10. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815). Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and

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[2] The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: http://www.dtic.mil/whs/directives/corres/html/321006r.htm

supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.**

10.1. Alternative Disputes Resolution (ADR). These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

11. RECIPIENT RESPONSIBILITY. The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

12. ACKNOWLEDGEMENT OF SPONSORSHIP. The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) and other entities over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

13. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

14. CHANGE OF CIRCUMSTANCES. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

15. TERMINATION AND ENFORCEMENT.

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

16. CHANGES.

16.1. The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, the Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

(a) Any revision which would result in the need for additional funding;

(b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds $100,000.00;

(c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;

(d) Need to extend the period of availability of funds;

(e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.

(f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

16.2. Requesting Prior Approval.

(a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.

(b) A request for a prior approval under OMB Circular A-87 may be made by letter.

17. APPENDIX A TO PART 170 – AWARD TERM

I. Reporting Subawards And Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at http://www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Reference: http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation

18. INVENTIONS (PATENTS).

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "Recipient", replace the words "agency," "Federal agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "grant"; delete paragraphs (g)(2), (g) (3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Administrative close-out of the Grant cannot be made until all invention reporting requirements are met.

19. MODIFICATION OF GRANT. This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

SECTION D – REPORT REQUIREMENTS

West Virginia: Data Collection Point Reporting Requirements.

Note: for those with multijurisdictional consortiums please provide information for each specific jurisdiction.

FVAP hypothesizes that the use of smart technology would bring the percentage of unreturned ballots much more in line with the general population's absentee ballot success rates. These research data collection point reports will provide FVAP with data needed to prove or disapprove its hypothesis. Therefore, the following data reports are required 60 days after each election for federal office during the grant's term.

The term "election" is defined as —
(A) a general, special, primary, or runoff election;
(B) a primary election held for the selection of delegates to a national nominating convention of a political party; and
(C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President.

A federal election is defined as the office of President or Vice President, or of Senator or Representative in, or Delegate or Resident Commissioner to, the Congress.

Standard:

Please categorize all questions by:

- Uniformed Services
- Overseas Civilians
- Total

1. How many total registered voters in your jurisdiction?
2. How many total requests did you receive from military/overseas voters?
3. How many total Federal Post Card Applications did you receive (before and after the 45-day deadline) by the following modes of submission?
    a. Postal Mail

   b. Fax
   c. E-mail
4. How many total FPCAs did you reject?
5. How many total UOCAVA FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
6. How many total UOCAVA non-FPCA registrations or absentee ballot requests did you reject because they were received after your jurisdiction's voter registration or absentee ballot deadline?
7. How many total UOCAVA non-FPCA registrations or absentee ballot requests were rejected?
8. How many UOCAVA absentee ballots were transmitted using the following modes of transmission?
   a. Postal Mail
   b. Fax
   c. Email
9. How many UOCAVA ballots were cast?
10. How many UOCAVA ballots were returned as undeliverable?
11. How many total regular absentee ballots were sent?
12. How many regular absentee ballots were cast using the following modes of transmission?
   a. Postal Mail
   b. Fax
   c. Email
13. How many regular absentee ballots were rejected?
14. How many regular absentee ballots were rejected because they were received after the ballot receipt deadline?
15. How many FWABs were cast?
16. How many FWABs were rejected?
17. How many FWABs were rejected after the ballot receipt deadline?
18. To assist FVAP with establishment of a baseline for UOCAVA voter performance, please provide a full absentee ballot roster (i.e. voter history report) with mailing address reflecting voting history in federal elections from 2004 to the present in a comma delimited or text file format. All personally identifiable information should be excluded from the report.
19. Please provide a comparative analysis of ballot transit time (narrative and supporting raw data)
   a. Funded program vs. traditional totals
   b. Funded program vs. traditional program for UOCAVA military
   c. Funded program vs. traditional program for UOCAVA temporarily overseas
   d. Funded program vs. traditional program for UOCAVA military dependents
   e. Funded program vs. traditional program for UOCAVA overseas permanently
20. Please provide a comparative analysis of ballot rejections of UOCAVA ballots vs. non-UOCAVA ballots, funded program versus traditional program (narrative and supporting raw data)
21. Please provide a summary of the comments that you receive from users.

22. **Absentee Ballot Application:**

- Number of ballot applications received.
- Number of ballot applications sent via mail
- Number of ballot application sent via fax
- Number of ballot applications sent via email
- Number of ballot applications accessed using online system?
  - Summary of foreign/domestic IP addresses

23. **Absentee Ballot delivery:**
   - Number of people that accessed the system.

- Number of ballots downloaded.
- Number of ballots returned by postal service
- Number of ballots returned by fax
- Number of ballots returned by email
- Number of ballot downloaded multiple times from same user (include geographic location)
- Number of ballots downloaded from domestic IP address
    - Summary of geographic locations of the IP addresses
- Number of ballots downloaded from foreign IP address
    - Summary of geographic locations of the IP addresses
- How many ballots were counted? (include geographic locations)
- How many ballots were rejected?
- What were the reasons why ballots were not counted?

24. **Ballot Tracking**

    a. How many times was this functionality accessed on the system?