

April 28, 2026

The Honorable Harmeet K. Dhillon
Assistant Attorney General
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: Memorandum of Understanding Between the S.C. State Election
Commission and the U.S. Department of Justice

Dear Assistant Attorney General Dhillon:

On behalf of the South Carolina State Election Commission ("SEC"), I am hereby transmitting the enclosed countersigned, fully executed copy of the Memorandum of Understanding ("MOU") between the SEC and the United States Department of Justice ("Department") concerning the SEC's voter registration list and certain associated data ("VRL/Data"). At today's meeting, the SEC authorized the Executive Director to enter into this agreement and to execute the MOU pursuant to S.C. Code Ann. § 7-5-186(C), which expressly authorizes the SEC to enter into information- and data-sharing agreements for purposes of voter registration list maintenance.

I want to express the SEC's sincere appreciation for the professional and constructive dialogue with DOJ throughout this process, and in particular for DOJ's willingness to incorporate several clarifications or considerations requested by the SEC. By way of example, the SEC particularly appreciates the following refinements reflected in the final MOU:

- Providing for transmission of the voter registration list and associated data through DOJ's encrypted Justice Enterprise File Sharing system, with the requested last four digits of registrants' Social Security Numbers transmitted in hashed form using a mutually agreed cryptographic method—an approach consistent with that used by the Electronic Registration Information Center ("ERIC") and other States. We appreciate DOJ's recognition that this approach materially reduces the risk associated with transmitting sensitive personal identifying information while preserving DOJ's ability to perform meaningful list-maintenance review.
- Clarifying, in Section VIII, that the SEC will review the relevant data and remove any ineligible voters "as identified by [DOJ] and confirmed by the SEC." The SEC appreciates DOJ's willingness to adopt language that accurately reflects the SEC's independent role and statutory responsibility in making eligibility determinations.
- Recognizing, also in Section VIII, that the section is not intended to prevent the SEC from complying with any federal or state law that may require notice to be provided to registrants before they are removed from the voter rolls.

- Specifying the MOU's effective date, duration, and termination, while also permitting either party to terminate the MOU, with or without cause, upon ninety (90) days' advance written notice.

From the SEC's perspective, the resulting MOU is an apolitical agreement that responsibly balances DOJ's legitimate governmental interests under the National Voter Registration Act ("NVRA") and the Help America Vote Act ("HAVA") with the SEC's statutory obligations under South Carolina law and its duty to safeguard, simultaneously, the integrity of South Carolina's elections and the personal information of South Carolina's registered voters.

Consistent with the position the SEC has communicated to DOJ throughout this process, please be advised that, contemporaneously with execution of the MOU, the SEC intends to release publicly a copy of the MOU. The SEC believes that doing so aligns with the revised confidentiality language and serves the public's legitimate interest in transparency regarding intergovernmental agreements concerning voter information. Indeed, the SEC has publicly disclosed similar data-sharing agreements with other States.

The SEC remains committed to maintaining the accuracy, security, and integrity of South Carolina's voter rolls in compliance with applicable South Carolina law. To these ends, the SEC looks forward to working cooperatively with DOJ under the terms of the MOU to ensure every eligible citizen has the opportunity to register to vote and participate in fair and impartial elections with the assurance that every vote will count.

Should you or your team have any questions regarding this letter, the executed MOU, or the SEC's implementation of the same, please do not hesitate to contact me.

Respectfully,



Conway Belangia
Executive Director
South Carolina State Election Commission

Enclosures

cc w/ enc: Eric Neff, Esquire
Acting Chief, Voting Section
Civil Rights Division
United States Department of Justice



U.S. Department of Justice

Civil Rights Division

CONFIDENTIAL MEMORANDUM OF UNDERSTANDING

I. PARTIES & POINTS OF CONTACT

Requester

Federal Agency Name: Civil Rights Division, U.S. Department of Justice

VRL/Data User: Chris Hayes

Title: IT Specialist

Address: 150 M St. NE, Ste. 9.926, Washington DC 20002

Phone: 202-532-3879

VRL/Data Provider

State Agency Name: South Carolina State Election Commission

Custodian: Conway Belangia

Title: Executive Director

Address: 1122 Lady St; Suite 500, Columbia, SC 29201

Phone: (803) 734-9060

The parties to this Memorandum of Understanding ("MOU" or "Agreement") are the U.S. Department of Justice, Civil Rights Division ("Justice Department" or "Department"), and the South Carolina State Election Commission ("SEC" or "the State").

II. AUTHORITY

By this Agreement, the SEC has agreed to, and will, provide an electronic copy of South Carolina's complete statewide Voter Registration List ("VRL" or "VRL/Data") to the Justice Department. The VRL/Data must include, among other fields of data, the voter registrant's full name, date of birth, residential address, his or her state driver's license number or the last four digits of the registrant's Social Security Number, as required by the Help America Vote Act of

2002 ("HAVA"), 52 U.S.C. § 20901, *et seq.*, for States to register individuals for federal elections. See 52 U.S.C. § 21083(a)(5)(A).

The Justice Department is requesting this information pursuant to its authority under the following federal laws:

- Attorney General's authority to request records pursuant to Title III of the Civil Rights Act of 1960 ("CRA"), codified at 52 U.S.C. § 20701, *et seq.*;
- National Voter Registration Act of 1993 ("NVRA"), 52 U.S.C. § 20501, *et seq.*;
- Attorney General's authority under Section 11 of the NVRA to bring enforcement actions. See 52 U.S.C. § 20510(a);
- Help America Vote Act of 2002 ("HAVA"), 52 U.S.C. § 20901, *et seq.*;
- Attorney General's authority to enforce the Help America Vote Act under 53 U.S.C. § 21111; and
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

III. PURPOSE

A VRL is a statewide Voter Registration List pursuant to the NVRA and HAVA, commonly referred to as "voter roll," compiled by a State – often from information submitted by counties – containing a list of all the State's *eligible* voters. Regardless of the basis for ineligibility, ineligible voters should not be on a State's VRL when proper list maintenance is performed by the State. The Justice Department is requesting South Carolina's VRL to test, analyze, and assess the State's VRL/Data for proper list maintenance and compliance with federal law. In the event the Justice Department's analysis of the State's VRL/Data identifies list maintenance issues, insufficiency, inadequacy, anomalies, or concerns, the Justice Department will notify the SEC's point of contact (identified above) of the issues to assist the SEC with curing any identified and confirmed ineligible voters and other list maintenance issues.

The purpose of this MOU is to establish the parties' understanding as to the security protections for data transfer and data access by the Justice Department of the electronic copy of the State's VRL/Data, including all fields requested by the Justice Department.

IV. TIMING OF AGREEMENT – TIME IS OF ESSENCE

The parties agree that time is of the essence. Although the Justice Department is under no such obligation as a matter of law, because this Agreement is proposed, made, and entered into at the SEC's request as part of its transmission of South Carolina's VRL/Data to the Justice Department, this Agreement is to be fully executed by the SEC within seven (7) days of the Justice Department presenting this Agreement to the SEC. Both parties agree that no part of this Agreement or execution is intended to, or will, cause delay of the transmission of the State's VRL/Data to the Justice Department for analysis.

V. TIMING OF VRL/DATA TRANSFER

The SEC agrees to transfer an electronic copy of South Carolina's complete statewide VRL/Data to the Justice Department as described in Section III of this Agreement no later than five (5) business days from the Effective Date of this Agreement, as defined below.

VI. METHOD OF VRL/DATA ACCESS OR TRANSFER

The VRL/Data will be submitted by the SEC via the Justice Department's encrypted secure file-sharing system, i.e., Justice Enterprise File Sharing ("JEFS"), with the requested last four digits of a registrant's Social Security Number hashed using an agreed-upon algorithm or one-way cryptographic hashing software. A separate application to use JEFS must be completed and submitted by SEC staff through the Civil Rights Division's Help Desk. JEFS implements strict access controls to ensure that each user can only access their own files. All files and folders are tied to a specific user, and each user has defined permissions that govern how they may interact with those files (e.g., read, write, or read-only).

Whenever a user attempts to access a file or folder, JEFS validates the request against the assigned permissions to confirm that the user is explicitly authorized. This process guarantees that users can only access files and folders only where they have permission. Users are also limited to the authorized type of interaction with each file or folder. Within the Justice Department, access to JEFS is restricted to specific roles: Litigation Support, IT staff, and Civil Rights Division staff.

VII. LOCATION OF DATA AND CUSTODIAL RESPONSIBILITY

The parties mutually agree that the Justice Department (specifically, the Civil Rights Division) will be designated as "Custodian" of the file(s) and will be responsible for the observance of all conditions for use and for establishment and maintenance of security agreements as specified in this Agreement to prevent unauthorized use. The information that the Justice Department is collecting will be maintained consistent with the Privacy Act of 1974, 5 U.S.C. § 552a. The full list of routine uses for this collection of information can be found in the Systems of Record Notice ("SORN") titled, JUSTICE/CRT - 001, "Central Civil Rights Division Index File and Associated Records," 68 Fed. Reg. 47610-01, 611 (August 11, 2003); 70 Fed. Reg. 43904-01 (July 29, 2005); and 82 Fed. Reg. 24147-01 (May 25, 2017). It should be noted that the statutes cited for routine use include NVRA, HAVA, and the Civil Rights Act of 1960, and the Justice Department is making our request pursuant to those statutes. The records in the system of records are kept under the authority of 44 U.S.C. § 3101 and in the ordinary course of fulfilling the responsibility assigned to the Civil Rights Division under the provisions of 28 C.F.R. §§ 0.50, 0.51.

VRL/Data storage is similar to the restricted access provided on JEFS and complies with the SORN. Information in computer form is safeguarded and protected in accordance with applicable Justice Department security regulations for systems of records. Only a limited number of staff members who are assigned a specific identification code will be able to use the computer

to access the stored information. However, a section may decide to allow its employees access to the system in order to perform their official duties.

All systems storing the VRL/Data will comply with all security requirements applicable to Justice Department systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by the Office of Management and Budget [OMB] and National Institute of Standards and Technology [NIST]), Department of Justice IT Security Standards, and Department of Justice Order 2640.2F.

VIII. NVRA/HAVA COMPLIANT VOTER REGISTRATION LIST

After analysis and assessment of South Carolina's VRL/Data, the Justice Department will securely notify the SEC of any voter list maintenance issues, insufficiencies, inadequacies, deficiencies, anomalies, or concerns that the Justice Department found when testing, assessing, and analyzing the State's VRL/Data for NVRA and HAVA compliance, *i.e.*, that the State's VRL only includes eligible voters.

The SEC agrees that within forty-five (45) days of receiving notice from the Justice Department of any issues, insufficiencies, inadequacies, deficiencies, anomalies, or concerns with the State's VRL/Data, the SEC will review the State's VRL/Data and remove any ineligible voters, as identified by the Justice Department and confirmed by the SEC, and will resubmit the updated VRL/Data to the Justice Department to verify that the SEC has conducted proper list maintenance and brought South Carolina's VRL into compliance with the NVRA and HAVA. This section is not intended to prevent the SEC from complying with any federal or state law that may require notice to be provided to registrants before they are removed from voter rolls.

IX. CONFIDENTIALITY & DEPARTMENT SAFEGUARDS

Any member of the Justice Department in possession of a VRL/Data will employ reasonable administrative, technical, and physical safeguards designed to protect the security and

confidentiality of such data. Compliance with these safeguards will include secure user authentication protocols deploying either: (i) Two-Factor Authentication ("2FA"), which requires users to go through two layers of security before access is granted to the system; or (ii) the assignment of unique user identifications to each person with computer access plus unique complex passwords, which are not vendor supplied default passwords.

The Justice Department will activate audit logging for the records, files, and data containing the State's VRL/Data in order to identify abnormal use, as well as to track access control, on computers, servers and/or Devices containing the VRL/Data.

For all devices storing records, files, and data containing the VRL/Data: there is (i) up-to-date versions of system security agent software that includes endpoint protection and malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis; and (ii) up-to-date operating system security patches designed to maintain the integrity of the personal information.

For all devices storing records, files, and data containing the VRL/Data: there is (i) controlled and locked physical access for the Device; and (ii) the prohibition of the connection of the Device to public or insecure home networks.

There will be no copying of records, files, or data containing the VRL/Data to unencrypted USB drives, CDs, or external storage. In addition, the use of devices outside of moving the records, files, or data to the final stored device location shall be limited.

Any notes, lists, memoranda, indices, compilations prepared or based on an examination of VRL/Data or any other form of information (including electronic forms), that quote from, paraphrase, copy, or disclose the VRL/Data with such specificity that the VRL/Data can be

identified, or by reasonable logical extension can be identified will not be shared by the Department. Any summary results, however, may be shared by the Department.

In addition to the Department's enforcement efforts, the Justice Department may use the information provided by the SEC for certain routine, or pre-litigation or litigation purposes, including presentation of VRL/Data to a court, magistrate, or administrative tribunal; or to a contractor with the Justice Department who needs access to the VRL/Data in order to perform duties related to the Department's list maintenance verification procedures. Recipients of such VRL/Data shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. § 552a(m).

X. LOSS OR BREACH OF DATA

If a receiving party discovers any loss of VRL/Data, or a breach of security, including any actual or suspected unauthorized access, relating to VRL/Data, the receiving party shall, at its own expense immediately provide written notice to the producing party of such breach; investigate and make reasonable and timely efforts to remediate the effects of the breach, and provide the producing party with assurances reasonably satisfactory to the producing party that such breach shall not recur; and provide sufficient information about the breach that the producing party can reasonably ascertain the size and scope of the breach. The receiving party agrees to cooperate with the producing party or law enforcement in investigating any such security incident. In any event, the receiving party shall promptly take all necessary and appropriate corrective action to terminate unauthorized access.

XI. DESTRUCTION OF DATA

The Department will destroy all VRL/Data associated with actual records as soon as the purposes of the list maintenance project have been accomplished and the time required for records

retention pursuant to applicable law has passed. When the project is complete and such retention requirements by law expires, the Justice Department will:

1. Destroy all hard copies containing confidential data (e.g., shredding);
2. Archive and store electronic data containing confidential information offline in a secure location; and
3. All other data will be erased or maintained in a secured area.

XII. OTHER PROVISIONS

A. Conflicts. This MOU constitutes the full agreement between the Justice Department and the SEC regarding the subjects addressed herein. Any inconsistency or conflict between or among the provisions of this MOU will be resolved in the following order of precedence: (1) this MOU and (2) other documents incorporated by reference in this MOU (e.g., transaction charges).

B. Severability. Nothing in this MOU is intended to conflict with any current law or regulation or the directives of the Justice Department or the SEC. If any part of this MOU is held by a court to be unconstitutional or otherwise invalid as contrary to law, the parties agree that, to the extent allowable, the remaining terms and conditions of this MOU shall remain in full force and effect.

C. Assignment. The SEC may not assign this MOU, nor may it assign any of its rights or obligations under this MOU. To the extent allowable by law, this MOU shall inure to the benefit of, and be binding upon, any successors to the Justice Department and the SEC without restriction.

D. Waiver. No waiver by either party of any breach of any provision of this MOU shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOU shall not be construed to be a waiver thereof.

E. Compliance with Other Laws. Nothing in this MOU is intended or should be construed to limit or affect the duties, responsibilities, and rights of the Justice Department (i.e.,

the User Agency) under the National Voter Registration Act, 52 U.S.C. § 20501 *et seq.*, as amended; the Help America Vote Act, 52 U.S.C. § 20901 *et seq.*, as amended; the Voting Rights Act, 52 U.S.C. § 10301 *et seq.*, as amended; and the Civil Rights Act, 52 U.S.C. § 10101 *et seq.*, as amended.

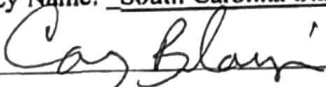
F. Confidentiality of MOU. To the extent allowed by applicable law, this MOU, its contents, and the drafts and communications leading up to the execution of this MOU are deemed by the parties as “confidential.” Any disclosures therefore may be made, if at all, pursuant to applicable laws or court orders requiring such disclosures.

G. Effective Date & Period of MOU. This MOU shall be effective immediately upon execution by the last signatory hereto (“Effective Date”), and it shall remain in effect until December 31, 2028, unless otherwise expressly stated herein or modified, amended, or extended by mutual written consent of the parties, or unless earlier terminated by either party upon 90 days advance written notice to the other party.

SIGNATURES

VRL/Data Provider

State Agency Name: South Carolina State Election Commission

Signature: 

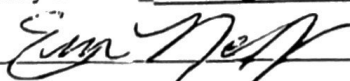
Date of Execution: 4/28/26

Name Printed: Conway Belangia

Title: Executive Director

Requester

Federal Agency Name: Civil Rights Division, U.S. Department of Justice

Signature: 

Date of Execution: 4/23/26

Name Printed: Eric V. Neff

Title: Acting Chief, Voting Section