

AGREEMENT NUMBER 06158101
REGISTRATION NUMBER 08800507217958

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Regents of the University of California

2. The term of this Agreement is: **May 4, 2007 or upon approval date by General Service, if required, whichever is later through August 31, 2007**

3. The maximum amount of this Agreement is: **\$ 1,832,500.00**
One million eight hundred thirty-two thousand five hundred dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	11 pages
Exhibit A-1 – Task Order	1 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Deliverable Cost Detail	2 pages
Exhibit C* – General Terms and Conditions	GIA 101
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	0 pages
Exhibit F – HAVA Activity Report	1 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Regents of the University of California (UC)

BY (Authorized Signature)

Samuela A. Evans

DATE SIGNED (Do not type)

5/8/07

PRINTED NAME AND TITLE OF PERSON SIGNING
SAMUELA A. EVANS

ADDRESS
CONTRACT AND GRANT OFFICER

**Research Administration Office, Office of the President
 1111 Franklin St. 5th Floor, Oakland CA 94607-5200**

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State (SOS)

BY (Authorized Signature)

Dora Mejia

DATE SIGNED (Do not type)

5-9-07

PRINTED NAME AND TITLE OF PERSON SIGNING

Dora Mejia, Chief, Management Services

ADDRESS

1500 11th Street, Sacramento, CA 95814

California Department of General Services Use Only



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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

In accordance with the California Secretary of State (SOS) Interagency Master Services Agreement 06I58032 with Regents of the University of California, hereafter referred to as "UC", the SOS is entering into this subsidiary agreement with the UC. Interagency Master Services Agreement, 06I58032, and all amendments, are hereby incorporated by reference and made part of this agreement. The UC agrees to provide the services described below for the Top to Bottom Review Project.

UC will conduct a review of voting systems currently certified for use in California under the general direction of the SOS to assess their security, accessibility, usability, reliability, accuracy and protection of ballot secrecy. This review will include equipment on which ballots are cast, vote tabulating devices, election management and tabulation programs, and associated firmware, software and peripheral devices, as well as procedures for operation supplied by the voting system vendor.

1. Project Description

UC shall assist the SOS in performance of duties under California Elections Code Section 19222 and pursuant to the SOS's authority as the state's chief election officer under Government Code Section 12172.5. Under the general direction of the SOS, UC shall conduct a review of voting systems currently certified for use in California to assess their security, accessibility, usability, accuracy, reliability and protection of ballot secrecy. As used here, "voting system" includes equipment on which ballots are cast, vote tabulating devices, election management and tabulation programs, and associated firmware, software and peripheral devices, as well as procedures for operation supplied by the voting system vendor.

2. Project Scope and Organization

The purpose of this review is to conduct a scientifically rigorous analysis of voting systems certified for use in California, including: analysis and testing of security features; review and analysis of relevant source code for the voting system software and firmware; review of the vendor's system documentation and specifications; review of reports and available data from Federal Independent Testing Authority (ITA), State of California and independent examinations and testing of the certified version of the system and, where relevant, similar versions of the system; review of available data related to the actual deployment and implementation of the system; and testing and observation to evaluate accessibility features for voters with disabilities and alternative language requirements.

The following certified voting systems are subject to examination and testing:

Diebold GEMS 1.18.24/AccuVote

- GEMS software, version 1.18.24
- AccuVote-TSX with AccuView Printer Module and Ballot Station firmware version 4.6.4
- AccuVote-OS (Model D) with firmware version 1.96.6
- AccuVote-OS Central Count with firmware version 2.0.12
- AccuFeed
- Vote Card Encoder, version 1.3.2
- Key Card Tool software, version 4.6.1
- VC Programmer software, version 4.6.1

ES&S Unity 2.4.3.1/AutoMARK

- Unity 2.4.3.1
 - Audit Manager v. 7.0.2.0
 - EDM v. 7.2.1.0
 - ESSIM v. 7.2.0.0
 - HPM v. 5.0.3.0
 - ERM v. 6.4.3.3

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- Model 100 Precinct Scanner, version 5.0.0.0
- Model 550 Central Scanner, version 2.1.1.0
- Model 650 Central Scanner, version 1.2.0.0
- AutoMARK Information Management System (AIMS), version 1.0
- AutoMARK Voter Assist Terminal, version 1.0

ES&S City and County of San Francisco Voting System

- Optech III-P Eagle version HPS 1.30/APS 1.52
- Optech IV-C, Model 400 version 1.07(a) (*or version 1.08(c)*)
- Unity version 2.4.3

ES&S InkaVote Plus Precinct Ballot Counter Voting System, version 2.1

- InkaVote Plus Precinct Ballot Counter with ADA unit, firmware version 1.10
- Unisyn Election Management System, version 1.1
 - Ballot Generation, version 1.1
 - Election Converter, version 1.1
 - Election Loader, version 1.1
 - Vote Converter, version 1.1
 - Vote Tabulation, version 1.1

Hart Intercivic System 6.1

- Ballot Now software, version 3.2.4
- BOSS software, version 4.2.13
- Rally software, version 2.2.4
- Tally software, version 4.2.8
- SERVO, version 4.1.6
- JBC, version 4.1.3
- eSlate/DAU, version 4.1.3
- eScan, version 1.2.0
- VBO, version 1.7.5
- eCM Manager, version 1.1.7

Hart Intercivic System 6.2.1

- Ballot Now software, version 3.3.11
- BOSS software, version 4.3.13
- Rally software, version 2.3.7
- Tally software, version 4.3.10
- SERVO, version 4.2.10
- JBC, version 4.3.1
- eSlate/DAU, version 4.2.13
- eScan, version 1.3.14
- VBO, version 1.8.3
- eCM Manager, version 1.1.7

Sequoia WinEDS version 3.1.012/Edge/Insight/400-C

- WinEDS, version 3.1.012
- AVC Edge Model I, firmware version 5.0.24
- AVC Edge Model II, firmware version 5.0.24
- VeriVote Printer
- Optech 400-C/WinETP firmware version 1.12.4
- Optech Insight, APX K2.10, HPX K1.42
- Optech Insight Plus, APX K2.10, HPX K1.42
- Card Activator, version 5.0.21
- HAAT Model 50, version 1.0.69L
- Memory Pack Reader (MPR), firmware version 2.15

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County of Los Angeles InkaVote Optical Scan Voting System

- Microcomputer Tally System (MTS) version 1.3.1
- LRC 1000 CPM Card Reader
- InkaVote Vote Recorder Device

3. UC Project Personnel

The two UC Principal Investigators for the Project are Matthew Bishop, Professor in the Department of Computer Science and Co-Director of the Computer Security Laboratory, UC Davis, and David Wagner, Associate Professor in the Computer Science Division, UC Berkeley. Each of the voting systems to be reviewed will be assigned to one of three teams of qualified experts, which shall be responsible for conducting the review, examination and testing, as provided below, of that voting system. Each of the three teams will consist of two Senior Reviewers and at least five Associate Reviewers. The Principal Investigators may serve as Senior Reviewers. These teams will be further subdivided so that:

- One of the Senior Reviewers leads a team with at least two associates whose primary responsibility is the direct review of system architecture and source code, as detailed below;
- The second Senior Reviewer leads a second team with at least two associates whose primary responsibility is to conduct the “red team” or “penetration” testing component of the source code review, interactively identifying areas of focus for, and validating findings of, the source code review, as detailed below; and
- At least one associate whose primary responsibility is to assist the source code review by examining system documentation, Federal ITA and State testing reports and data, as well as available documentation related to actual system deployment and implementation in elections.

In addition to the three teams assigned to specific systems, a single team of at least two experts will evaluate all reviewed voting systems for accessibility for voters with disabilities and alternate language requirements.

The teams shall operate under the general leadership of the two Principal Investigators for the project. The Senior Reviewers for each team shall coordinate the activities of the team, including regular communications with teams reviewing other voting systems. The UC teams may, as necessary, communicate with representatives of the SOS, county representatives, voting system vendors or others to obtain information relevant to the investigation.

UC team members, regardless of employment status with UC, are acting at the behest of UC and are bound by the terms and conditions of UC, which is carrying out this project for the SOS. UC teams may include faculty members, experts from the private sector, graduate students and technical support staff identified by the Principal Investigators, subject to disclosure in the work plan to be provided by UC.

The Principal Investigators shall exercise due diligence to ensure team members possess the necessary qualifications to conduct tasks assigned to them and to ensure that no team member has any conflict of interest that would compromise that member’s objectivity or professional judgment. All UC team members or other persons designated by the Principal Investigators to provide support for the project are required to sign non-disclosure statements and conflict-of-interest statements.

The SOS reserves the right to disapprove any key personnel named by UC Principal Investigators as members of the project teams on the basis of conflict of interest or lack of qualifications.

4. Voting System Review Standards

The UC teams shall provide an independent technical evaluation of the voting systems, referring in the conduct of their examinations, testing and reporting of results to the standards and definitions set forth in the 2002 Voluntary Voting System Standards, which are hereby incorporated by reference and made part

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of this agreement and may be found at www.fec.gov. UC team reports will not render opinions on whether a voting system complies or fails to comply with one or more of the referenced standards. The UC teams will make their best efforts to identify the particular standard or standards to which their technical findings may be material. Any determination regarding whether a voting system complies or fails to comply with one or more of the referenced standards shall be made solely by the SOS. UC team reports to the SOS shall not make ultimate recommendations as to whether a voting system should remain certified or have its certification withdrawn; that determination shall be made solely by the SOS.

5. Voting System Review Activities and Chronology

Each UC team will evaluate two voting systems, one during the first round and the other during the second round. For each system, the team will devote no less than three (3) weeks to examining, testing and preparing a draft report of material findings and conclusions, as well as any recommendations for changes in the system and potential mitigations for identified problems. Following completion of its review of its first system, the team will proceed immediately to its review of a second system.

The order in which the voting systems are reviewed will be determined randomly, using the system employed by the SOS to determine the assignment of numbers to ballot measures, except that if more than one version of a vendor's voting system is subject to review, the different versions will be assigned to the same UC team, and regardless of the priority ranking of the second version, the second version will be included in the second round of reviews. The UC team to which each voting system is assigned will be determined by the UC Principal Investigators under the general direction of the Secretary of State. The selection process will be conducted in public with advance notice of the date, time and place.

Source Code Review

Reviewers will review and evaluate overall system architecture and security, as well as relevant source code of the software and firmware used in the voting system, including: election management applications for election definition, ballot definition and layout, vote tabulation and reporting, auditing and security enforcement; firmware, software applications, non-COTS (commercial off-the-shelf) device drivers and customized or custom-developed operating systems of all vote recording devices, ballot marking devices, ballot scanning and tabulation devices and related peripherals (such as devices used to program voter access cards). The Reviewers may, at their discretion, review and evaluate any COTS components.

The source code review will primarily focus on and seek to identify any security vulnerabilities that could be exploited to alter vote recording, vote results, critical election data such as audit logs, or to conduct a "denial of service" attack on the voting system. The review will include, but not be limited to:

- Adherence to coding format conventions and standards;
- Program logic and branching structure;
- Commonly exploited input and output vulnerabilities, such as buffer overflows;
- Error and exception handling; and

Embedded, exploitable code (such as "Easter eggs") that can be triggered to adversely affect the system.

The source code reviewers will identify for the SOS any software tools necessary to facilitate this analysis. Upon mutual agreement as to necessity, availability and cost, the SOS agrees to purchase and make those software tools available to the reviewers. The SOS will be responsible for obtaining and providing all required source code from the voting system vendor.

The source code reviewers will coordinate their efforts and findings with team members reviewing system documentation and team members conducting the red team/penetration testing. Reviewers may communicate for this purpose by telephone and by encrypted e-mail, or any other communication method of equivalent security that has been approved in writing by the UC Principal Investigators.

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Red Team Testing

Reviewers will conduct “red team” or “penetration” testing, of the functions and performance of voting systems, to identify and document vulnerabilities, if any, to tampering or error that could cause incorrect recording, tabulation, tallying or reporting of votes or that could alter critical election data such as election definition or system audit data. This testing will be conducted in secured facilities at the offices of the SOS in Sacramento. The red team/penetration testing will be conducted in accordance with Resolution # 17-05 of the Technical Guidelines Development Committee (hereafter “TGDC”) of the U.S. Election Assistance Commission, adopted at the TGDC plenary meeting on January 18 and 19, 2005, which calls for

. . . testing of voting systems that includes a significant amount of open-ended research for vulnerabilities by an analysis team supplied with complete source code and system documentation and operational voting system hardware. The vulnerabilities sought should not exclude those involving collusion between multiple parties (including vendor insiders) and should not exclude those involving adversaries with significant financial and technical resources.

The red team/penetration testing may include but is not limited to:

- Examination of top-level system design and architecture;
- Examination of system documentation and procedures;
- Examination and open-ended testing of relevant software and operating system configuration;
- Examination and open-ended testing of hardware, including examination of unused hardware ports and the security measures to lock/seal hardware ports used;
- Examination and open-ended testing of system communications, including encryption of data, and protocols and procedures for access authorization.

The reviewers will identify for the SOS any software tools necessary to facilitate this testing. Upon mutual agreement as to necessity, availability and cost, the SOS agrees to purchase and make those software tools available to the reviewers. The SOS will be responsible for obtaining and providing working models of all voting system components, including election management application servers, voting devices, tabulation devices, related peripheral devices and executable object code.

At the SOS's option, reviewers may be required to demonstrate a proof-of-concept of any identified vulnerabilities in a publicly observed forum established by the SOS.

These reviewers will coordinate their efforts and findings with team members reviewing system documentation and team members reviewing system architecture and source code. Reviewers may communicate for this purpose by telephone and by encrypted e-mail.

Tools that the UC teams may use for source code review and red team/penetration testing include, but are not limited to:

Debuggers that allow

Statement by statement step execution

Breakpoint execution

Dynamic core memory review

Execution Path analysis

Data definition-use analysis

Dynamic core memory modification

Condition testing

Boundary value analysis

Entry point identification

Automated software to detect well known vulnerabilities

Buffer overflows

Dead code

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Race conditions
Numeric overflows
Other well-known vulnerabilities

Design construction tools

Display code structure
Data/function connections

Software complexity metric tools that measure

Branch counts
Number of modules
Cohesion/coupling level
Function points
Number of distinct operators
Number of operator occurrences
Number of distinct operands
Number of operand occurrences

Source code security analyzers such as Fortify SCA

Custom tools

During the course of the investigation, UC teams will likely encounter circumstances that require them to create and use custom software to illuminate module functionality, clarify cause and effect, or to understand complex software operation.

Document Review

At least one associate reviewer will be responsible for providing an analysis of the apparent security, accessibility, usability, reliability, accuracy and protection of ballot secrecy of the voting system, based on review of pertinent documents and interactions with the members of and the findings of the source code review team, the red team, and the accessibility testing team (“system-specific analysis”). Document associates, however, shall also have access to the documents of each voting system under review, including, but not limited to, developing criteria to guide each system-specific analysis and referencing other systems’ documentation in a system-specific analysis.

For each system-specific analysis, the review will include but not be limited to the following documents related to the voting system:

- Reports from the examination and testing conducted by the federal Independent Testing Authorities (ITAs) related to the federal qualification of the voting system;
- Reports and available data from the State of California’s certification examination and testing of the voting system, including any volume testing, for State certification of the system;
- Reports from independent examination and testing of the voting system; and
- Available documentation and data related to the implementation and deployment of the voting system in elections.

The document associate's review of the apparent usability of the voting system and its documentation shall include, but not be limited to, an evaluation, based on a review of vendor documentation of the system, of:

- Vendor technical documentation and specifications;
- Vendor protocols for Independent Verification and Validation testing, stress testing and Logic and Accuracy testing;
- Vendor documents and materials designed to instruct system users, including polling place staff and voters, on the use and operation of the system, including, but not limited to:
 - Election definition and set-up;
 - Ballot definition and layout;
 - System proofing to verify correct election programming and ballot definition;

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- Programming of related system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Proper calibration and maintenance of all system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Pre-election acceptance testing and pre- and post-election logic and accuracy testing of all appropriate system components and peripherals, including ballot marking devices, vote recording devices, and ballot tabulation devices;
- Appropriate security procedures and safeguards to protect the integrity of the system;
- Proper setup and operation of equipment;
- How to use the equipment to cast a ballot and record vote choices;
- Proper operation to tabulate ballots and report vote results;
- Clear instruction on how to backup and archive all key election data.

The document associate may also review electronic operating system event logs from recent statewide elections conducted on each voting system reviewed, such as the application log, security log and system log on systems that use a Windows operating system; vendor-specific Election Management Software logs, including the general audit log of operator activity, any specialized audit logs, such as logs of DRE uploads, central count scanning, or ballot preparation, and Logic and Accuracy testing audit logs (if separate from general audit logs).

The SOS will be responsible for obtaining and providing the above documents and data to the reviewer. Additionally, the document reviewer will be expected to research and consider readily available and relevant data related to the deployment of the voting system.

The document reviewers will coordinate their efforts and findings with team members reviewing system architecture and source code and with team members conducting the red team/penetration testing. Reviewers may communicate for this purpose by telephone and by encrypted e-mail.

Accessibility Appraisal

In addition to the teams described above to review each separate voting system, the SOS will identify the members of a separate team of at least two suitable experts who will be responsible with respect to all reviewed voting systems for:

- Reviewing the accessibility features for voters with disabilities and voters with alternative language requirements for all of the selected voting systems;
- Designing an appropriate testing protocol to appraise the compliance of these features with the Federal Help America Vote Act (HAVA), the Americans With Disabilities Act, the Voting Rights Act of 1965, Sections 19227, 19250 and 19251 of the Elections Code, which can be found at www.leginfo.ca.gov, and the standards and definitions on accessibility for voters with disabilities and with alternative language requirements in the 2005 Federal Voluntary Voting System Guidelines, which are hereby incorporated by reference and made part of this agreement and may be found at www.eac.gov;
- Conducting testing of each of the selected voting systems in accordance with the protocols developed above;
- Capturing and analyzing the data from this accessibility testing; and
- Providing a report of their findings on the accessibility of each voting system for the SOS's use in determining whether the voting systems comply with the standards.

The accessibility experts will work under the general guidance of the Principal Investigators. Testing will be conducted with multiple individuals representing a cross-section of disabilities and alternative language requirements.

The testing will be documented by at least two video cameras. UC will be responsible for providing the necessary video cameras, media and videographer(s). The accessibility experts will be responsible for recruiting appropriate volunteer test subjects.

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6. Project Planning and Management

UC shall provide a qualified Project Manager who will be primarily responsible for developing a project plan, managing project resources and coordinating activities to ensure the successful and timely completion of the project. The Project Manager will serve as the primary point of contact for the UC Project Team and will provide status reports at least once a week to the designated SOS staff from project commencement until completion of the project.

7. Other Requirements

The project will commence upon execution of the agreement between the SOS and UC. All teams, except the accessibility experts, will begin their examination within two weeks of the execution of the agreement. All testing and examination shall be completed no later than July 13, 2007. The Senior Reviewers for each system shall provide the SOS with a final draft report for review and approval as meeting this Scope of Work no later than July 16, 2007. The project will conclude with the SOS's acceptance of the final version of each report, to occur no later than July 20, 2007.

As provided for in Section 9, Project Security, examination and review activities and analysis shall be conducted onsite at the SOS's facilities in Sacramento under secure conditions, except that review of documentation and source code may, on express written authorization of the SOS, be conducted at secure facilities of UC or subcontractors of UC.

Facilities for testing shall be available during normal business hours, from 8 a.m. until 5 p.m., Monday through Friday, excluding state holidays, unless otherwise determined through mutual agreement of the SOS and UC teams.

Nothing in this Statement of Work precludes the UC teams or the SOS from identifying tasks not specifically provided for in this Statement of Work that will contribute to successful completion of the project. When such tasks are identified, the UC teams and designated SOS personnel shall confer on a mutually agreed approach to conducting such tasks.

Representatives of the SOS, county representatives designated by the SOS, and any public representatives designated by the SOS shall have access to all testing facilities, records, equipment and members of the UC teams; they may also witness the red team or penetration testing as it is being conducted, subject to restrictions necessary to protect information that is proprietary or the disclosure of which could jeopardize voting system security.

8. Deliverables

Project Plan

By May 11, 2007, UC will provide, for SOS approval, a Project work plan that provides projected tasks, timelines, milestones and staffing assignments for conducting the review of voting systems that are consistent with the project scope as provided for in Section 2. This work plan shall include the names and resumes of all persons who will be members of the UC teams, accessibility experts, or otherwise contributing to the project, and shall clearly identify the assigned roles and responsibilities of each such team member. Additional personnel may be added after this date by mutual agreement of the Secretary of State and the Principal Investigators.

Accessibility Test Plan and Testing Protocol

By May 23, 2007, the accessibility experts will provide, for SOS approval, accessibility testing and test subject selection protocols.

Findings and Reports

UC teams will create and maintain documentation of source code review procedures, testing procedures, document examinations and resulting findings for the purpose of reporting their results to the SOS.

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As necessary and appropriate, a UC team will replicate any testing procedures that result in findings that a voting system fails to protect ballot privacy or is not secure, accessible, usable, reliable or accurate. The replication of those testing procedures shall be videotaped and become part of the final report on the voting system.

The Senior Reviewers for each UC team shall provide a draft final report of findings and recommendations to the SOS for review and consultation not later than June 15, 2007, for each voting system reviewed in the first round and not later than July 16, 2007, for each voting system reviewed in the second round. The report shall include: A clear description of the methodology used to test and examine the voting system; analysis of the resulting data and findings related to the system's security, accessibility, usability, accuracy and reliability; a comprehensive threat analysis of any security vulnerabilities identified and recommendations of any potential mitigations; and recommendations for changes in the voting system for future versions to enhance the system's protection of ballot secrecy, security, accessibility, usability, accuracy and reliability. If the accessibility experts have not completed their review of a voting system by the June 15, 2007, deadline for submission to the SOS of draft reports from the first round of reviews, their draft report shall be amended to add their findings and recommendations as soon as possible and in any event no later than July 16, 2007. The draft final report shall not make ultimate recommendations as to whether a voting system should remain certified or have its certification withdrawn; that determination shall be made by the SOS. The main report, which will be made public, should discuss findings in such a manner as to protect voting system security and the proprietary rights of the vendor. All specific data that could compromise the security of the voting system or that could compromise the vendor's proprietary rights will be included in a separate appendix provided to the SOS but not publicly released. The due date of the main report to be determined.

A UC team may include revisions in its final report on a voting system to reflect comments on the draft report from the SOS or SOS personnel.

All documentation produced in support of this project shall also be provided to the SOS and shall remain the property of the SOS

The SOS shall make the final report on each voting system public within 45 days after it is submitted, subject only to redactions required to avoid compromising the security of the voting system or the vendor's proprietary rights. No Principal Investigator, UC Senior Reviewer, Associate Reviewer or accessibility expert shall make or release any comments or other information about the processes, procedures, progress or findings of the voting system review or any draft or final report to any third party via any medium for 45 days from the submission of the final report to the SOS, or until the final report is made public by the SOS, whichever is sooner. Prior to that time, all inquiries should be directed to the SOS's Press Office.

Deliverable Payments

Because up to seven (7) systems maybe tested the cost per deliverable will be based upon the total number of systems tested. Please see Exhibit B-1, Deliverable Cost Detail.

9. Project Security

Testing, examination and review activities and analysis shall be conducted onsite at the SOS's facilities in Sacramento under secure conditions, except that review of documentation and source code may, on express written authorization of the SOS, be conducted at secure facilities of UC or subcontractors of UC.

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10. Research Resources Including Data, Information, Records and Equipment

For the duration of the project, communications about the proprietary or confidential aspects of the project (including the process, procedures, practices, progress and findings) are limited to UC team members who may interact personally or via encrypted electronic media among themselves, with the SOS or with other parties designated by the SOS as appropriate and necessary to conduct the testing, examination and review of voting systems.

The SOS shall provide UC teams with all pertinent information and records that are required to be filed with the SOS pursuant to testing and certification procedures for the purpose of conducting voting system reviews, and other documentation as provided for in Section 4. UC teams may request technical and non-technical assistance, additional information and other resources available from the SOS, the voting system vendor's designated representative, or a third party as necessary to conduct a thorough test, examination or review of the voting system and voting system source code.

11. Public Records Law

UC teams are bound by the same terms and conditions under which the SOS is obligated under applicable federal and state laws and rules to maintain or protect from disclosure information, records and data that are confidential and exempt from public access as trade secrets.

In acknowledgement of these obligations, UC team members shall read and acknowledge in writing a nondisclosure statement provided by the SOS.

No confidential information, record or data identified as proprietary or confidential that is provided or accessed that directly pertains or exclusively relates to this voting system review shall be discussed, published, disclosed, transferred or otherwise communicated outside the scope of the voting system review. No confidential documents, files, papers, records, computer disks, or other tangible matters containing such proprietary or confidential data, files or records shall be removed from secured locations without express written permission of one of the Principal Investigators. These confidentiality restrictions shall apply only to material that is received from the State and identified in writing as confidential. The following information shall not be considered confidential information for the purposes of these restrictions: information that was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure; or information that is now or hereafter becomes publicly known by other than a breach of the nondisclosure agreements associated with this project. These restrictions shall not be construed to prevent team members from conducting future research on voting systems, possibly including the ones examined in this review, after the completion of this project, so long as that research does not improperly use confidential information gained through this review. The Principal Investigator of each UC team shall be responsible for requiring all members of the UC team, and any other project participants, to execute acknowledgements that they have read, understood and agreed to abide by the terms and conditions of this Statement of Work. Such executed acknowledgement shall remain in effect for the duration of the project even in the event of resignation or termination of the UC team member or participant. Upon completion of the final report, all proprietary or confidential information, data, and documentation, original and copies, provided by the SOS to UC shall be returned promptly to the attention of Lowell Finley, Deputy Secretary of State, Voting Systems Technology and Policy, 1500 11th Street, Sacramento, CA 95814.

12. Conclusion and Matters Not Covered

If a matter or issue is encountered during the voting system review that is not provided for in this Statement of Work, the UC Project Manager or Principal Investigators shall notify the SOS for resolution. Additionally the SOS, if determined necessary, will generate a contract amendment.

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13. Project Representatives

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Regents of the University of California
Name: Theresa Finger, Special Projects Manager	Name: Samuela Evans
Phone: (916) 651-9532	Phone: (510) 987-9849

Direct all inquiries to:

State Agency: Secretary of State	Contractor: Regents of the University of California
Section/Unit: Contract Services	Section/Unit: Research Administration Office
Attention:	Attention: Samuela Evans
Address: 1500 11 th Street Rm. 460 Sacramento, CA 95814	Address: Office of the President 1111 Franklin Street 5 th Floor Oakland, CA 94607
Phone: (916) 653-5974	Phone: (510) 987-9849

14. Requests For Services

Requests for the services detailed above and under the terms of this Agreement shall be presented in writing by SOS directly to the Contracts and Grants Officers at individual UC campuses as identified in Exhibit A-2, Interagency Master Services Agreement, 06I58032, entitled "List of the University of California Contracts and Grants Offices". UC System may decline to provide requested services when such services are inconsistent or incompatible with its mission and purpose as defined in Section 9 of Article IX of the State of California Constitution or when the capability is not otherwise available.

Additionally, SOS and UC Campus Contracts and Grants Officer shall develop a mutually acceptable TO. The format of the TO and subjects to be covered are described in Attachment A-1, entitled "Task Order". The State is responsible for determining that sufficient funds are available for each Task Order for services the State requests from the UC.

No language, which may supersede the terms and conditions of this agreement, shall be written in the TOs or subsidiary agreements.

EXHIBIT A-1: TASK ORDER

1. This Task Order (TO) is entered into pursuant to the provision of Interagency Master Agreement (IMA) No. _____, dated _____ between the California Secretary of State (“SOS”) and the Regents of the University of California (“UC”). This TO implements, is made part of the IMA, and incorporates the IMA provisions applicable to TOs.
2. UC shall provide the State with the following services:
 - a. Description of work or services required.
 - b. Define any expected deliverables in terms of studies, reports, etc.
3. UC campus designated Principal Investigator is: _____. State Project Manager is _____.
4. Specify the effective date of the TO, the period of performance and schedule or completion of work including submission of reports. The performance period of any TO can not extend beyond the term of the Interagency Master Agreement.
5. Specify the amount to be paid.
6. Incorporate the budget mutually agreed to which details the direct and indirect costs of performing the project in accordance with Article 10. of the IMA.
7. This TO may be terminated by either party upon 30 days advance written notice.
8. Each TO shall be signed by an authorized representative of SOS and a UC Contracts Grants Officer from the applicable campus. Copies of each TO shall be provided to the UC campus Contracts and Grants Office and State.
9. Provide name and address of appropriate UC campus Accounting Office to which payments shall be sent.
10. UC Campus assigned this TO shall report to the Secretary of State at least every 90 (ninety) days until all funds received have been expended, on the status of the HAVA funds received for this TO, in a manner determined by the Secretary of State.

AUTHORIZATIONS

Date Authorized	SOS Representative Name and Title
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Date Authorized	UC C&G Officer Name and Title
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**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the SOS agrees to compensate the UC System for the fixed deliverables specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate on an on-going basis for the duration of this Agreement to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

- C. State agrees to make all payments on invoices in accordance with statute and will mail payment to the appropriate UC Campus Accounting Office as designated on the TO and Invoice.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, the SOS shall have no liability to pay any funds whatsoever to UC System or to furnish any other considerations under this Agreement and UC System shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SOS shall have the option to either cancel this Agreement with no liability occurring to the SOS, or offer an agreement amendment to UC System to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the UC System and SOS that this Agreement may have been written for the mutual benefit of both the UC System and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal year 2006/2007 for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The UC System and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

4. Cost and Budget Detail

State agrees to pay UC the charges for services provided to State pursuant to this agreement as agreed to and as approved by State in the TO budget. The TOs shall have a description of the Statement of Work and deliverables expected of the project.

A. Direct Costs are those costs that can be identified specifically with a particular project. These include:

- a. Salaries and wages, and fringe benefits rates approved by UC. Budgets shall list the categories of personnel, salary rates and time proposed as expressed as a percent of effort.
- b. Materials and supplies.
- c. Travel and per diem.
- d. Subcontracts and/or consultants.
- e. Equipment to be purchased (itemized).

UC may rebudget up to 20% or \$10,000, whichever is less, of the total direct costs between existing budget items of a Task Order without formal amendment to the TO and without prior State approval. Any rebudgeting by UC in excess of 20% or \$10,000, whichever is less, of the total direct costs between existing budget line items of the TO may be approved by letter signed by or e-mail from State Program Manager.

B. Indirect or Overhead Costs are those costs incurred for common or joint objectives not readily and specifically identifiable with a particular project. In accordance with both State and University policy pertaining to the recovery of full costs, overhead costs are included as an allowable cost for performance under this IMA. State shall pay indirect costs of twenty-five (25) percent of modified total direct cost base.

5. Deliverable Payments

Please see Exhibit B-1, Deliverable Cost Detail.

EXHIBIT B-1
Deliverable Cost Detail

	If 7 Systems, Costs per Each	# of Systems	Costs per Deliverable for 7 Systems
Draft Final of First Round Testing	\$ 78,571	7	\$ 550,000
			\$ -
Draft Final of Second Round Testing	\$ 71,429	7	\$ 500,000
			\$ -
Final Report	\$ 74,586	7	\$ 522,100
			\$ -
Travel	\$ 37,200	7	\$ 260,400
Total Contract Costs			<u>\$ 1,832,500</u>
			<u>\$ 1,832,500</u>

	If 6 Systems, Costs per Each	# of Systems	Costs per Deliverable for 6 Systems
Draft Final of First Round Testing	\$ 91,667	6	\$ 550,000
Draft Final of Second Round Testing	\$ 64,458	6	\$ 386,746
Final Report	\$ 73,321	6	\$ 439,928
Travel	\$ 37,333	6	\$ 224,000
Total Contract Costs			<u>\$ 1,600,675</u>
			<u>\$ 1,600,675</u>

	If 5 Systems, Costs per Each	# of Systems	Costs per Deliverable for 5 Systems
Draft Final of First Round Testing	\$ 110,000	5	\$ 550,000
Draft Final of Second Round Testing	\$ 54,703	5	\$ 273,513
Final Report	\$ 71,562	5	\$ 357,812
Travel	\$ 37,520	5	\$ 187,600
Total Contract Costs			<u>\$ 1,368,925</u>
			<u>\$ 1,368,925</u>

EXHIBIT B-1
Deliverable Cost Detail

	If 4 Systems, Costs per Each	# of Systems	Costs per Deliverable for 4 Systems
Draft Final of First Round Testing	\$ 125,000	4	\$ 500,000
Draft Final of Second Round Testing	\$ 55,878	4	\$ 223,513
Final Report	\$ 65,616	4	\$ 262,462
Travel	\$ 37,800	4	\$ 151,200
Total Contract Costs	<u>\$ 1,137,175</u>		<u>\$ 1,137,175</u>

	If 3 Systems, Costs per Each	# of Systems	Costs per Deliverable for 3 Systems
Draft Final of First Round Testing	\$ 150,000	3	\$ 450,000
Draft Final of Second Round Testing	\$ 57,838	3	\$ 173,513
Final Report	\$ 55,704	3	\$ 167,112
Travel	\$ 38,267	3	\$ 114,800
Total Contract Costs	<u>\$ 905,425</u>		<u>\$ 905,425</u>

Each of the above deliverables include a 25% overhead cost in accordance with Exhibit B, Budget Detail and Payment Provisions, Item 4, Cost and Budget Detail, Subsection B, Indirect or Overhead Costs.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Interagency Master Agreement

All terms and conditions of the Interagency Master Agreement (IMA), agreement number 06I58032, by and between the SOS and the UC are hereby made part of this agreement.

- A. Exhibit D, Item 9, Incompatible Activities, of IMA 06I58032, only applies to those UC staff and contractors working on the project team of this project.

2. Contractor HAVA Activity Reports

All UC team members working under this agreement shall complete a Contractor HAVA Activity Report, please see sample that is Exhibit F. Monthly Activity reports shall be submitted to the SOS Project Manager no later than the fifth business day of the following month.

