

**MEMORANDUM OF UNDERSTANDING  
For State Voter Registration Data Comparison –  
State of Alabama and Florida**

This Memorandum of Understanding (“Agreement”) is made between state election officials respectively of the States of Alabama and Florida.

WHEREAS, the states recognize the importance of preventing voting fraud and preserving the integrity of the electoral process.

WHEREAS, the states acknowledge that sharing voter registration data is a critical tool in detecting and preventing voter fraud;

WHEREAS, the existence of centralized, interactive, and computerized statewide voter registration lists facilitates the interoperability of voters lists for comparing and cross checking voter registration records;

WHEREAS, the election officials of Alabama and Florida desire to enter into this Agreement to establish a process for identifying duplicate voter registrations to improve the accuracy of their voter registration lists;

NOW, THEREFORE, the undersigned state election officials, in exchange for the mutual promises and commitments contained in this Agreement, do hereby agree as follows:

1. The states agree to share voter registration data for the purpose of cross checking and identifying duplicate registrations and instances of voting more than once in the same or similar election.
2. The process of cross checking will occur as follows:
  - a. Florida will securely share an electronic file containing statewide voter registration data, excluding protected Florida voters, to the Alabama Secretary of State’s office in a format and on a schedule to be determined by mutual agreement, for the latter to conduct a cross-check at least once per year.
  - b. Alabama will compare the data received from Florida to Alabama’s voter registration data to produce Match Results.
  - c. Alabama will share the Match Results of the data cross check with Florida.
  - d. All data will be transferred using agreed upon industry standard encryption technology and with password protection.
3. Each participating state shall maintain procedures and controls acceptable to the other participating state to ensure that information in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. All parties to this Agreement shall take all reasonable steps and precautions to safeguard this information and shall, to the extent provided by applicable state law, not

divulge the information to parties other than those needed for the performance of duties under this Agreement. To the extent allowed under applicable law, information transferred under this Agreement shall be used only for the purposes identified in this Agreement.

4. Because the purpose of this Agreement is primarily investigatory, shared data and information are subject to each state's applicable laws governing the protection of investigatory material and public records. Information or data evidencing voter fraud, such as the same voter participating in elections in more than one state, may be shared with prosecuting authorities. Each participating state agrees to cooperate with the other's prosecuting authorities as needed, and to the extent allowed by law.
5. If a participating state becomes aware of a cyber security incident that affects or is likely to affect either party's cyber security or voter data, it shall promptly notify the other participating state. In such event, the states shall cooperate to prevent, or mitigate any negative effects from, the cyber security incident.
6. To the extent allowed under applicable state law, each participating state shall keep confidential all information concerning individual registrants. To the extent allowed under applicable state law, each state further agrees that sensitive personally identifiable information, including, but not limited to bank account numbers or statements, birthdates, social security numbers, and driver license numbers, shall remain confidential and shall be used only for voter registration or criminal prosecution. To the extent allowed under applicable state law, the states shall not, under any conditions, resell, transfer, or convey information about the other state's registrants to any third party, except for prosecuting authorities pursuing allegations of voter fraud or to county election officials for voter list maintenance activities.
7. Each state election official shall designate such staff from his or her respective office as may be deemed necessary to carry out the terms of this Agreement.
8. If a state receives a public records request, subpoena, or other demand for data or Match Results ("Responding State"), and it reasonably appears that such request may capture data obtained from a different state ("Subject State"), the Responding State shall promptly notify the Subject State in writing of the request, subpoena, or demand and the data sought. The states recognize that all public records requests, subpoenas, or demands are likely to be governed by the Responding State's laws, in addition to any applicable federal law. To the extent allowed under applicable state law, the Responding State shall provide written notice to the Subject State regarding any legal determination and response before responding to any such request, subpoena, or demand.
9. To the extent allowed under applicable state law, no state shall use, transmit, sell or disclose Match Results or data from another state for any purpose other than supporting the function of this Agreement and responding to lawful public records requests, subpoenas, or other demands.

10. Each state shall follow all applicable document retention requirements and records disposition authorizations concerning voter data received from the other participating state after the required retention period following the conclusion of the comparison and cross-checking of registration records.
11. This Agreement is effective upon signature of both states and shall remain in effect, unless amended or rescinded, until January 1, 2027.
12. Either state may terminate this Agreement upon providing written notice of intent to terminate at least thirty (30) days prior to the desired termination date. Upon such termination, the terminating state shall be relieved of all further obligations and liabilities under this Agreement.
13. No amendments or additions to this Agreement will be binding unless in writing and signed by election officials of each participating state.
14. The provisions of this Agreement are separate and severable and the invalidity of any of them shall not affect or impair the validity or enforcement of the remaining provisions.


**By signing my name below, I affirm that I am authorized to obligate my state in a Memorandum of Understanding with another state for the purposes stated above.**



Hon. Wes Allen  
Alabama Secretary of State

9/1/2023

Date



Hon. Cord Byrd  
Florida Secretary of State

9/13/23

Date