

MEMORANDUM OF UNDERSTANDING  
**For State to State Voter Registration Data Comparison –  
Commonwealth of Virginia and State of Alabama**

This Memorandum of Understanding (Agreement) is made between state election officials respectively of the Commonwealth of Virginia and the State of Alabama (collectively, the States).

WHEREAS, the States recognize the importance of preventing voting fraud and of preserving the integrity of the electoral process;

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

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

WHEREAS, the state election officials of the respective States desire to enter into this Memorandum of Understanding to set forth the terms of an agreement between the respective officers, on behalf of their respective States, to establish between them and between the States a process for each State to improve the accuracy of each State's voter registration list by identifying duplicate voter registrations;

WHEREAS, the Virginia Department of Elections is authorized by the Code of Virginia § 24.2-404 to cooperate with other states and jurisdictions to develop systems to maintain Virginia's statewide voter registration database; and

WHEREAS, the Secretary of State for Alabama is authorized by Alabama Code Section 17-4-38.1 to enter into agreements to share information or data with other states to maintain Alabama's statewide voter registration database. *See also* Alabama Act 2025-424.

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

1. The States agree to share statewide voter registration data for the purposes of cross checking and identifying duplicate registrations and instances of voting more than once in the same or similar election, as authorized by each State's respective laws.
2. The process of cross checking will be as follows:
  - a. Each State will securely share an electronic file containing statewide voter registration data (State Data), excluding protected Alabama voters under Alabama Code Section 17-4-33(b)(1), and excluding protected Virginia voters under the Code of Virginia § 24.2-418, to the other respective State in a format and on a schedule to be determined by mutual agreement, with the intention of conducting a cross check at a minimum of once per year.
  - b. Each State's data will be compared to the data from the other State.

- c. Each State will share the results of the data cross check (Exhibit A) with the other State (Match Results).
  - d. All data will be transferred to and from each State by electronic means through a secure file transfer and will be encrypted, using a mutually agreed upon method in accordance with the National Institute of Standards and Technology (NIST) cryptographic standards and guidelines.
3. Each State shall maintain physical, technical, administrative, and managerial procedures and controls acceptable to the other State, and in accordance with applicable state law, for the purpose of assuring 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 the Agreement. To the extent allowed under applicable law, information transferred under this Agreement shall be used only for the purposes identified in the Agreement.
  4. Because the purpose of this Agreement is primarily investigatory in nature, shared data and information are subject to each State's applicable laws governing the protection and disclosure of investigatory material. 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 and each State agrees to cooperate with the other State's prosecuting authorities as needed to the extent allowed by law.
  5. The States agree to provide each other with immediate notice of any incident or data breach involving the impermissible disclosure of or access to any data provided by either State for any other reason than maintenance of voter registration databases. This notice must be provided not more than twenty-four (24) hours after the State affected by the event becomes aware of the incident or data breach. If an incident or data breach occurs, the States agree to provide a written description of the incident, and how it was cured or mitigated, within ninety (90) days of the incident or data breach. The States also agree to share with each other any information that subsequently becomes available that may assist each State in mitigating and/or preventing any negative effects of the incident or data breach.
  6. To the extent allowed under applicable state law, each State shall keep confidential all information concerning individual registrants transferred under this Agreement. Each State further agrees that sensitive personally identifiable information shall remain confidential and shall be used only for the purpose of voter registration or criminal prosecution. Such sensitive personally identifiable information in Virginia voter registration data shall include a voter's date of birth, social security number, and voter registration source code information (*e.g.*, Va. Code §§ 2.2-3801, 2.2-3808.1, 24.2-407.1, and 24.2-444), and sensitive personally identifiable information in Alabama voter registration data shall be defined pursuant to Alabama Code Section 8-38-2. 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 in furtherance of voter list maintenance activities.

7. The States agree that social security numbers, or any parts thereof, will only be shared on the Lists if the States are both permitted to use social security numbers, or parts thereof, for voter registration purposes under their respective laws. The States agree that no social security numbers (full or partial) will be included with the data on the Lists unless the States each execute an SSN Addendum attesting the use of social security numbers on applications for voter registration.
8. 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. The States agree to maintain open lines of communication between designated staff.
9. If a State receives a public records request, subpoena, or other demand for State Data or Match Results (the Responding State), and it reasonably appears that such request may capture State Data obtained from the other State (the 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. In all events, each State will abide by the terms of their respective public information laws, and the States agree that information transmitted or received under this Agreement may only be released in accordance with such public information laws.
10. To the extent allowed under applicable state law, neither State shall use, transmit, sell, or disclose Match Results or State Data from the other State for any purpose other than supporting the function of this Agreement and responding to a lawful public records request, subpoena, or other demand.
11. Each State shall follow all applicable document retention requirements and any applicable records disposition authorization concerning voter data received from the other State after the required retention period (no more than thirty (30) days) following the conclusion of the comparison and cross-checking of registration records using minimum sanitation methods that purge or destroy the data in compliance with NIST SP 800-88 Guidelines for Media Sanitization. The States shall provide each other with written confirmation of confidential destruction through a NIST SP 800-88 Certificate of Sanitization within thirty (30) days of receiving the list.
12. Each State shall cooperate during investigations of duplicative election participation by doing research to confirm participation and providing information regarding, but not limited to, voter registration forms, absentee ballot records, and poll book records, if allowed by statute.
13. Each State agrees to bear the share of its own costs that are required to complete any data transfer in connection with this Agreement.
14. This Agreement is effective upon signature of both state election officials and shall remain in effect, unless it is amended or rescinded, until January 1, 2027. The States may extend

the Agreement for additional two-year terms by executing a written amendment.

15. Either State may terminate this Agreement upon providing written notice of intent to terminate at least thirty (30) calendar days prior to the desired termination date. The Agreement may also be terminated by mutual agreement of both States.
16. The States shall comply with all applicable federal and state laws and regulations in connection with this Agreement.
17. The States expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either State or either State's officials and/or employees of any immunities from suit or from liability that may be available under applicable law.
18. All obligations to maintain the confidentiality of state voter registration data identified in Paragraph 6 of this Agreement shall survive termination of this Agreement until such time as the data is no longer considered confidential by the supplying State.
19. No amendments or additions to this Agreement will be binding unless in writing, signed by the state election officials of both States.
20. 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.
21. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice. Such notices shall be addressed as follows or to such different addresses as the States may from time-to-time designate:

**Commonwealth of Virginia**

Name: Susan Beals  
Title: Commissioner, Virginia Department of Elections  
Address: 1100 Bank Street, Washington Bldg., 1st Floor, Richmond, VA, 23219  
Phone: (804) 864-8903  
E-Mail: [Susan.Beals@elections.virginia.gov](mailto:Susan.Beals@elections.virginia.gov)

**State of Alabama**

Name: Wes Allen  
Title: Secretary of State  
Address: 600 Dexter Avenue, Montgomery, AL 36103  
Phone: 334-242-7207  
E-Mail: [Wes.Allen@sos.alabama.gov](mailto:Wes.Allen@sos.alabama.gov); [Clay.Helms@sos.alabama.gov](mailto:Clay.Helms@sos.alabama.gov)

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



Susan J. Beals  
Commissioner, Virginia Department of Elections

5/30/2025

Date



Hon. Wes Allen  
Alabama Secretary of State

5/30/25

Date

**EXHIBIT A PERFORMANCE DATA TO BE SHARED BY EACH STATE**

1. Total number of registered voters
  - a. Active
  - b. Inactive
2. Total number of matched registrations and match criteria
3. Total number of matched registrations acted upon
  - a. challenged voters for duplicative registrations
  - b. turned over for investigation of duplicative voting