



REPUBLICAN PARTY OF TEXAS

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## GOP DATA CENTER ACCESS AGREEMENT

This GOP Data Center Access Agreement (“Agreement”) is entered into as of the latest date on the signature page hereto by and between the Republican Party of Texas with offices located at 211 E 7th Street, Suite 915, Austin, TX 78701 (“STATE PARTY”), and the \_\_\_\_\_ (insert name of campaign) with principal offices located at \_\_\_\_\_ (insert address) (“CAMPAIGN”).

Whereas, the STATE PARTY has licensed computer software designed for building and maintaining a registered voter file and for providing access to said registered voter file over the Internet; and

Whereas, CAMPAIGN will provide enhancements to said registered voter file and provide such enhancements back to the STATE PARTY;

Now, therefore, for the mutual consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Services to be Performed.

- a. For purposes of this Agreement, the term “State Voter File” shall refer to the voter file of the State, including, without limitation, the list of registered voters, any related demographic or personal information, vote history, research or survey results, and any and all other information, in each and every field, whether provided by the STATE PARTY or CAMPAIGN, and contained in or appended to the voter file and/or incorporated into the GOP Data Center application.
- b. STATE PARTY Services. The STATE PARTY will use its best efforts to provide access to the CAMPAIGN, throughout the term of this Agreement, to the State Voter File over the Internet using the GOP Data Center Software. The STATE PARTY will participate in the process of updating and enhancing the State Voter File as is necessary and appropriate, and as mutually agreed.
- c. CAMPAIGN Services. CAMPAIGN will update and enhance the State Voter File via the Internet or another mutually agreeable method. Such updates and enhancements will be provided to the STATE PARTY at mutually agreeable times and in mutually agreeable formats.

- d. There are no monetary fees associated with the services rendered pursuant to this Section 1, provided such services are within the mutually agreed upon file update schedule. The actions taken by the parties in this section shall be a mutual exchange of equal value to the parties.

## **2. Legal Compliance.**

- a. All files, lists, or other data that are acquired from a state, county or local government in connection with the construction of a statewide voter file, when in their original governmental entity-supplied format, are considered to be public data, and the use thereof is subject to the laws and regulations of the originating state and/or county or local governmental entity.
- b. CAMPAIGN shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and localities, regarding its use of any and all data incorporated into GOP Data Center.
- c. The STATE PARTY shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and relevant localities, regarding its use of any and all data incorporated into GOP Data Center.
- d. The STATE PARTY shall be exclusively responsible for complying with all relevant laws and regulations regarding the posting of voter data on the Internet.

## **3. Permissible GOP Data Center Usage.**

It is understood and agreed that the information contained in GOP Data Center may be used for any legal purpose that may reasonably be categorized as both non-commercial and political. Under no circumstance shall any information incorporated into GOP Data Center be used for a commercial purpose.

If any user is discovered to have made any modification or addition to the data with malicious intent or with knowledge that such modification was false, the STATE PARTY and CAMPAIGN each reserve the right to immediately suspend or terminate access for that user.

## **4. Ownership.**

**Ownership of Data.** CAMPAIGN and STATE PARTY agree that the State Voter File and all lists and information contained therein, including any miscellaneous data collected by CAMPAIGN to update the State Voter File, is and shall remain the property of the Republican Party of Texas.

- a.

- b. The STATE PARTY and CAMPAIGN may create Private Fields. Private Fields must consist solely of data not at the time contained in the State Voter File. Private Fields must consist solely of data that is not essential to the basic functioning and utility of the State Voter File. An example of permissible Private Field includes but is not limited to data points gathered in contested primaries of which candidates desire such data to be kept from his/her opponent. Private Fields will be permitted to be used by CAMPAIGN and the STATE PARTY and will only be accessible to other campaigns or users upon express mutual consent.

#### **5. Access by Authorized Users.**

- a. STATE PARTY, acting through an authorized employee, shall be responsible for granting individual GOP Data Center access by means of assigning log-on names and passwords.
- b. The STATE PARTY shall not provide any individual with a password except pursuant to the STATE PARTY's own use policy and standards, and shall maintain accurate records of all Authorized Users to whom passwords have been provided. The STATE PARTY shall inform all of its Authorized Users that passwords are not to be shared with any other individual and that passwords may only be distributed by the STATE PARTY.
- c. The STATE PARTY reserves the right to revoke or otherwise block access to GOP Data Center with respect to any user at any time.

#### **6. Confidentiality.**

Both the STATE PARTY and CAMPAIGN acknowledge that GOP Data Center and the State Voter File contain proprietary and confidential information and technology. No information regarding GOP Data Center or the State Voter File, or the STATE PARTY's or CAMPAIGN's use of either, shall be disclosed to any third party, except as provided in this Agreement. Each party agrees to use reasonable measures and efforts to provide protection for all such confidential information. This confidentiality provision shall not inhibit either party to this Agreement from providing access to the State Voter File or GOP Data Center, provided such access is granted according to the terms and conditions set forth herein. Additionally, this confidentiality provision shall not apply to information that is public knowledge prior to its disclosure by a party hereto. Each party hereto acknowledges and agrees that the other party will suffer irreparable injury and shall be entitled to injunctive relief upon such breach of this confidentiality provision in addition to any other remedy to which it may be entitled, either in law or in equity, without the necessity of posting bond or other security and a party may disclose confidential information as necessary in any action or proceeding to enforce the terms of this Agreement, and may disclose confidential information if and to the extent such disclosure is required by any applicable laws, lawful process, or judicial order.

#### **7. Limitations of Liability.**

- a. Exclusive Remedy. The rights and remedies granted to CAMPAIGN under this Agreement constitute CAMPAIGN's sole and exclusive remedy against the STATE PARTY, its officers, agents and employees for breach of warranty, express or implied, or for any default whatsoever relating to the condition of the work or the STATE PARTY's duties to provide services. Nothing in this section shall be construed to allow CAMPAIGN to seek a judgment under this Agreement that reaches the assets of STATE PARTY's officers, agents, or employees.
- b. The members, officers, employees, and agents of the Republican Party of Texas (RPT), as well as the members of the State Republican Executive Committee of the RPT, shall not be held personally liable for any debt, liability of obligation of the RPT. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RPT, may look only to the funds and property of the RPT for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RPT. It is understood that the RPT will not be responsible for the payment of, or withholding of personnel-related federal, state, and/or local taxes, payroll taxes, Social Security taxes, health insurance, unemployment insurance, and any other similar personnel costs in connection with the agreement.

#### **8. Term and Termination.**

- a. Term. This Agreement shall be effective upon execution and shall continue in full force and effect until December 31, 2016, unless otherwise terminated in accordance with Section 8(b).
- b. Termination. This Agreement may be terminated pursuant to the following:
  - i. CAMPAIGN may terminate this Agreement if the STATE PARTY materially fails to perform or comply with this Agreement or any provision hereof; and
  - ii. the STATE PARTY may terminate this Agreement at any time in its sole discretion.

#### **9. Survival.**

Paragraphs 4, 6, and 7 shall survive any termination or expiration of this Agreement.

#### **10. Controlling Law and Venue.**

This Agreement shall be construed in accordance with, and controlled by the laws of, the State of Texas (the "State") as they apply to contracts performed entirely within the State, without regard to principles of conflicts of laws. The parties agree to jurisdiction and venue in the State.

**11. Attorneys' Fees.**

In any litigation arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

**12. Entire Agreement.**

This Agreement does not constitute an offer by either party and it will not be effective until signed by both parties. Upon execution by both parties, this Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall supersede all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of this Agreement (including earlier versions of such subject matter). This Agreement shall not be modified except by a written addendum signed on behalf of CAMPAIGN and the STATE PARTY by their respective duly authorized representatives.

**13. Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**14. Waiver.**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**15. Section Headings.**

The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

**16. Counterparts and Facsimile.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall together constitute a single instrument. This Agreement may be executed via facsimile or email with pdf attachments, which signature shall be deemed legal and binding as original signatures hereto.

**17. Authority.**


CAMPAIGN and the STATE PARTY represent and warrant that they are duly authorized to enter into this Agreement. The undersigned warrant that they have the authority to bind the parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf by their respective, duly authorized, proper signatories.

**For the CAMPAIGN:**

**For the STATE PARTY:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Kyle Whitley - ED  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
9/21/15  
Date