



# Republican Party of Texas GOP Data Center Access Request Form 2019



(PLEASE PRINT LEGIBLY AND COMPLETE ALL FIELDS)

Date: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Voter Certificate Number (VUID): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Title / Office Held (check all that apply):

☐ SREC

☐ Candidate/Campaign

☐ County Chair

☐ Volunteer

☐ Party Officer

☐ Precinct Chair (Pct # \_\_\_\_\_)

Party / Organization / Campaign: \_\_\_\_\_

Reason for Access: \_\_\_\_\_

Previous Voter Vault Authorized User? ☐ YES ☐ NO

If YES, Previous Voter Vault Username: \_\_\_\_\_

(If NO, you may be notified of an in-kind contribution for your access to the GOP Data Center for reporting purposes)

Allow for five to seven business days for processing of this application. Ineligible applications may be delayed or rejected.

## ACCESS WILL NOT BE GRANTED WITHOUT THIS FORM AND A SIGNED USER AGREEMENT FORM.

Mail, fax, or email this completed form and the signed user agreement to:

**P.O. Box 2206 Austin, TX 78768 512-480-0709 (Fax) [gopdata@texasgop.org](mailto:gopdata@texasgop.org) (Email)**

### TEXAS VOTER FILE USER AGREEMENT

In order to gain access to the voter registration and other information contained in the GOP Data Center, you must affirmatively accept these terms by signing at the bottom of the page to indicate your understanding of and agreement to the terms under which access to GOP Data Center is granted.

This Texas Voter File User Agreement (the "Agreement") is entered into by and between the Republican Party of Texas ("RPT"), the Republican National Committee ("RNC"), and the undersigned user ("User").

In consideration of the mutual promises and agreements contained in this Agreement, including without limitation, the recitals set forth above, the value and sufficiency of which are hereby acknowledged, the parties additionally agree as follows:

1. Non-Exclusive Access – User will be given non-exclusive access via the Internet to the portion of the Voter File deemed appropriate in the sole discretion of the RPT and RNC (the applicable portion of the Voter File will be referred to as the "File" hereafter) for the limited use set forth in this Agreement.
2. Denial of Access – User understands that RPT may deny access to the File. Denial of access may occur due to: past Democrat primary voting history; User has no justifiable reason for accessing the File; User uses the File to assist the Democrat Party or its candidate(s); User fraudulently updates information in the File; User access to the File would be a violation of federal, state, or local statute; and any other legitimate reasons the RPT finds which may conflict with the law or the operating rules/bylaws of the organization.
3. Limited Use – User agrees that he will use the File and use any information extracted from the File exclusively for political purposes for or on behalf of User's local party/organization/campaign/entity. User acknowledges that each and every individual within a local party/organization/campaign/entity that is given access to the File must agree to this Texas Voter File User Agreement. Immediately after the authorized usage, all information derived from the File shall be completely destroyed and/or erased from all storage devices upon which it resides. User agrees to avoid any action that may impair the RPT's or the RNC's ownership rights in the File and its related information. User agrees that use of the File or any information contained therein is limited to the duration of this Agreement. Further, User shall not disclose, transfer, duplicate, reproduce, or retain information contained in the File in any form or manner, nor permit any employee, agent, contractor or third party to do so, except in those computer processing activities necessary to obtain the information in a usable form for the authorized use of the File as set forth in this Paragraph 2. **Under no circumstances will User make or permit any commercial usage of the File or information contained therein.**

4. Username and Password – RPT will provide User with one username and password for access to the File. **User shall not share his username and password with any other individual or entity.** User also agrees to immediately advise the RPT if User has reason to believe that his username and password have been obtained by any other individual, organization, or entity.
5. No Assignment – User shall not assign this Agreement.
6. Legal Compliance – User understands that any data acquired from a state, county or local government in connection with the construction or maintenance of a statewide registered voter file are, when in their original governmental entity-supplied format, 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. User shall be exclusively responsible for complying with the laws and regulations of the United States, the State of Texas, and all relevant localities, with respect to his use of any and all data incorporated into the File. Further, User is responsible for any and all use of the File or the information contained therein as well as any other activity related to use of the File obtained or conducted using his username.
7. Monitoring of Access - User understands that the File is monitored to deter improper and unauthorized use by a combination of methods, including, without limitation, activity reports, access times, access locations, as well as the insertion of planted and/or varied names and addresses. Such allows tracing the use of the File to a given User.
8. Term – User agrees that access to the File is granted as a temporary privilege granted by the RPT or the RNC and may be revoked at any time by the grantor. User also understands that access to the File will be terminated no later than thirty (30) days after the User's eligibility expires. Public and party officers shall retain access to the File while he/she is in office. Candidates shall retain access to the File while he/she is a candidate.
9. NO WARRANTIES OR LIABILITY – RPT AND RNC makes no warranties, whether express or implied, or representations of any kind, regarding the accuracy or completeness of information contained in the File. User agrees that neither the RPT nor the RNC, nor either's representatives shall have any liability to him or his representatives resulting from the provision or use of the information. In no event shall RPT or RNC be liable for any indirect, special, incidental, consequential (including without limitation damages for loss of profits, business interruption, loss of data or other pecuniary damages) or punitive damages whether under tort, contract, strict liability, statute or otherwise.
10. HOLD HARMLESS – USER WILL HOLD HARMLESS AND FULLY INDEMNIFY RPT AND/OR RNC IN THE EVENT ANY THIRD PARTY OR THIRD PARTY REPRESENTATIVE AT ANY TIME IN THE FUTURE MAKES ANY CLAIM(S) AGAINST RPT AND/OR RNC ARISING OUT OF THE ACTIONS/INACTION OF USER RELATED TO THE FILE.
11. Confidentiality – User acknowledges and agrees that the Voter File, the File, the format and manner in which it is accessed and manipulated, and the resulting information obtained therefrom, is confidential and proprietary and shall be held in strict confidence and shall not be disclosed or used except as set forth in this Agreement. User agrees to use best efforts to protect such confidential and proprietary information.
12. Remedies – User acknowledges and agrees that, in the event of any breach of this Agreement, the RPT and the RNC would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the RPT and RNC shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither User nor his representatives will oppose the granting of such relief. User also agrees to reimburse the RPT and RNC for all costs and expenses, including attorneys' fees, incurred by the RPT and RNC in attempting to enforce the obligations of User or of his representatives hereunder. RPT and RNC do not intend that any remedy given to it under this Agreement be exclusive, but each shall be cumulative and in addition to any other remedy RPT and RNC have by virtue of this Agreement or otherwise available to it at law or in equity.
13. Waiver – No waiver of any default of this Agreement constitutes a waiver of any prior or subsequent breach of the same, or any prior, concurrent, or subsequent default or breach of any other provision of this Agreement, and no waiver is effective unless made in writing and signed by RPT or RNC.
14. Governing Law – This Agreement shall be governed by, construed, and enforced in accordance with and subject to the internal laws of the State of Texas, without regard to its conflicts of law principles, and venue for any dispute arising out of or concerning this Agreement shall be proper only in Travis or Williamson County, Texas.
15. 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.
16. Survival - Paragraphs 6, 9, 10, 11, 12, 14, and 15 will survive termination or expiration of this Agreement.
17. Entirety – This Agreement, including any attachments, is intended by the parties to be the final, complete and exclusive embodiment of their agreement about the matters covered in this Agreement, and no prior stipulation, agreement or understanding of the parties or agents is valid or enforceable. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by both parties. In the event of a conflict between this Agreement and any attachment, this Agreement will control.

**If you are in agreement with all of the terms and conditions stated herein, please execute the following User on behalf of Self & Campaign/Organization**

**BY**

**(SIGNATURE):** \_\_\_\_\_

**NAME (PRINT):**

\_\_\_\_\_

In order to expedite the application process, have your local State Republican Executive Committee (SREC) member or Republican County Chair approve your application prior to submitting it to the Republican Party of Texas.

**FOR USE BY SREC AND COUNTY CHAIRMAN ONLY**

I certify that the person listed above is a Republican candidate, party officer, precinct chairman, or volunteer and should be granted access to the GOP Data Center system.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**\*Only complete the rest of this agreement if you  
are associated with a campaign.\***



REPUBLICAN PARTY OF TEXAS

P.O. Box 2206  
Austin, TX 78768  
Phone: 512.477.9821  
Fax: 512.480.0709  
www.texasGOP.org

### **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.
- e. The STATE PARTY reserves the right to provide an appropriately limited jurisdictional subset of the State Voter File to the CAMPAIGN per the needs of the CAMPAIGN as determined by the STATE PARTY.

## **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.

GOP Data Center may only be used for the benefit of a Republican Candidate for Office or a candidate seeking office who is Republican.

## **4. Ownership.**

- a. 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.
- 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 (RPI), as well as the members of the State Republican Executive Committee of the RPT, shall not be held personally liable for any debt, liability or 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 April 1, 2020, 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:**

\_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**For the STATE PARTY:**



Signature

Kyle Whitley - Executive  
Print Name & Title Director

9-1-19