



The Democratic Party of Oregon (“DPO”) offers candidates for local office access to the Party’s Voter File that can give them competitive advantages in an election. The DPO Voter File contains all registered voters in the state, individual voting history, improved phone and address data, voter behavior scoring, constituency lists, and other proprietary DPO data.

This data is available to candidates in the form of an on-line system that lets candidates select voters based on many different attributes, produce lists organized for phoning or canvassing, use electronic maps to divide lists into walkable areas, and upload voter responses back into the Voter File.

These systems are available to candidates who:

- a) are registered Democrats in good standing,
- b) have been authorized for access by their local County Party (or by the DPO if their local County Party does not authorize candidates)
- c) have accepted the terms which are part of this Voter File Access Agreement, and
- d) have paid the required fees.

Local candidate access to the DPO Voter File is authorized by local County Parties or by the DPO if your local County Party does grant access in your race. Access is offered equally to all candidates running for a particular local office, including challengers to Democratic incumbents, according to the criteria above. However, challengers to Democratic incumbents will receive access only to the base voter file which does not include the advanced targeting features available to incumbent candidates and candidates running in open seats. The base voter file includes all public data available for purchase from the Oregon Secretary of State and DPO improvements to address and phone data. The base voter file does not include access to historic candidate IDs, voter behavior scoring, constituency lists, or other proprietary DPO data.

To obtain an on-line account to access the DPO’s Voter File, return a completed Voter File Access Agreement (found in this packet) and a check for applicable access fees to the Democratic Party of Oregon. Pricing on specific races shall be determined by the local County Central Committee granting access, but shall not exceed the maximum value set by the DPO. However, this fee does not include additional charges for access to My Campaign or other special services. Access cannot be granted without a completed Voter File Access Agreement and a campaign check for any applicable access fees.

Access is provided for your campaign’s use only. Data may not be shared with other campaigns and your access may not be used for another campaign.

VOTER FILE ACCESS AGREEMENT

The political committee identified below requests an on-line account on the Democratic Party of Oregon Voter File system for the sole purpose of contacting voters for the benefit of the committee's candidate. Any other use is a material violation of this agreement. The political committee agrees to all Terms and Conditions located in Appendix A.

Committee Name: _____

Specific Office Title: _____

Candidate Name: _____

Election Date: _____

Access Fee

Market Value \$500 (or \$750 for MultCo)

Offsetting In-Kind Contribution

(Decided by County Party, Subtracted as discount) _____

My Campaign Access _____ Months x \$50 = \$ _____

Amount Due with Agreement \$ _____

Committee Voter File Manager

The Manager is responsible for authorizing and training additional users, generating scripts and lists, ensuring result data is uploaded accurately, and ensuring the committee and its users remain in compliance with the Services Agreement. This is typically either a campaign manager or the candidate. Managers may create additional users.

Name: _____ Phone: _____

Email: _____

Agreement

The committee and its users will comply with terms and conditions of access in the Democratic Party of Oregon Voter File Services Agreement

Signed for Licensee

Title

Print Name

Date

AUTHORIZING COMMITTEE ONLY:

This agreement was been authorized by:

Signature

Print Name

Committee

Date

APPENDIX A: TERMS AND CONDITIONS

1. SCOPE AND PURPOSE

1.1. Parties

This agreement is between the Democratic Party of Oregon (“DPO”), 232 NE 9th Ave, Portland, OR 97232, and the campaign committee (“Licensee”) for the Candidate specified in the Voter File Access Agreement. In the event Candidate’s campaign committee ceases operations, Licensee responsibilities transfer to the Candidate as an individual.

1.2. Purpose

This agreement defines the conditions agreed to by both parties, under which Licensee is granted the right to use technology, specified on the Voter File Access Agreement owned, maintained, or otherwise controlled by the DPO.

1.3. Permitted uses

Licensee may use Technology solely for conducting and supporting the winning of the campaign specified on the Voter File Access Agreement.

1.4. Term

1.4.1. This agreement goes into effect when the DPO accepts Licensee’s signed Voter File Access Agreement.

1.4.2. This agreement will terminate under any of the following conditions:

- a. Candidate is no longer a candidate for or holder of this office or candidate’s committee is no longer active.
- b. Candidate files to run in the next cycle for any elected office and has not yet established access for that campaign.
- c. Candidate is elected to an office with a term longer than six years.
- d. Candidate is no longer registered as a Democrat
- e. Licensee breaches any terms of this agreement.

1.4.3. This agreement may be terminated by either party without cause on 30 days notice.

1.5. Prohibited uses

1.5.1. The Technology may never be used in a way that injures the Party; is contrary to law; or is for commercial purposes.

1.5.2. Each Licensee may use the Technology only for its own activities. Licensees may not provide access to the Technology to other campaigns or political committees except as specified in this agreement. Each campaign or committee granted access by the DPO must sign a separate agreement.

1.5.3. The information about individuals in these services are obtained under various agreements, including privacy agreements and terms about voter registration data defined in state law. No one is authorized to make or distribute copies of any licensed information except in support of the uses permitted by this agreement.

1.6. User management

Each Licensee is responsible for authorizing and managing individual users who access the Technology on their behalf. DPO reserves the right to place additional requirements on people with certain privileges in the system and to unilaterally cancel privileges for any individual user who violates terms of this agreement.

2. VOTER FILE DATABASE

2.1. Definition

Unless otherwise specified by DPO, Oregon Voter File Database shall be defined as any data located within or originating from the “My Voters” section of the Oregon VoteBuilder platform or voter-specific data originating from DPO. DPO reserves the right to change this definition as necessary to preserve the function and usability of the Oregon Voter File Database.

2.2. Usage

Licensee is granted access to the Oregon Voter File Database for the purpose of contacting voters, correcting contact information, and gathering voter preference information from voters in Licensee’s area.

2.3. IDs promptly entered

Licensee will promptly enter voter survey information and canvassing results into the Voter File Database as accurately as possible.

2.4. Data Use and Privacy

- 2.4.1. Licensee may always have access to any voter preference information (“Voter Data”) including candidate preference IDs, voter contact results, supporter file markings, and notes on voters Licensee has previously recorded in DPO technology systems, even for different offices.
- 2.4.2. Voter Data collected by Licensee will not be made accessible to any other candidate for any office without permission of Licensee as long as licensee holds or is running for that same office, except that Candidate IDs from previous elections may be shared with national candidates for specific purposes through a separate agreement between the DPO and the DNC or national campaign.
- 2.4.3. All Voter Data, including Candidate IDs, entered by Licensee may be used at any time by the DPO, DNC or their contractors for modeling, scoring, counting, and generating other aggregate information.

2.5. Data quality and updates

Licensee must use best efforts to maintain the accuracy of any voter contact information that is shared among all technology system users. Updates to the data acquired by Licensee must be made to the file in a timely manner. Updates can include but are not limited to marking bad addresses, bad phone numbers, corrected phone numbers, inaccessible residence, and deceased voter information, as well as any other information specified by other DPO written policies. Deliberately falsifying voter contact information is a material breach of this agreement.

2.6. Non-Disclosure Agreement for lists

Lists that are supplied to any third party in support of a Licensee’s campaign must be covered by a non-disclosure agreement (NDA) with the receiving party that prohibits re-use of the list for any other purpose. (Most mail-house vendor agreements will include a term like this.) Lists may be supplied to a third party without an NDA with written authorization from the DPO.

2.7. Supplying access to other committees or candidates

No Licensee may create an account for another candidate or committee, or allow another candidate or committee to use their account, unless permitted by written DPO policy. Licensees may share survey questions, activist codes, lists, and other information within the voter file with other committees who are also authorized to use the voter file.

2.8. Challengers to Democratic incumbents

A Licensee challenging a Democratic incumbent will receive access only to the base voter file which does not include all features available to incumbent candidates and candidates running in open seats. The base voter file includes all public data available for purchase from the Oregon Secretary of State and DPO improvements to address and phone data. The base voter file does not include access to historic candidate IDs, voter behavior scoring, constituency lists, or other proprietary DPO data.

3. My Campaign Database

3.1. Definition

Unless otherwise specified by DPO, Oregon Activist Database shall be defined as any data located within or originating from the “My Campaign” section of the Oregon VoteBuilder platform or other “Activist” specific data originating from DPO. DPO reserves the right to change this definition as necessary to preserve the function and usability of the Oregon Activist Database.

3.2. Usage

- 3.2.1. Licensee has access to MyCampaign for the purpose of tracking and communicating with supporters, volunteers, partners and other people involved with or interested in Licensee’s activities (“Activists”).
- 3.2.2. Licensee is responsible for entering all Licensee Activist Data into My Campaign system. Activist Data shall be defined as all data recorded in My Campaign and includes but is not limited to:
 - a. Activist contact information, including name, phone number, address information and email address
 - b. Activist volunteer preference information, volunteer event attendance history, and other campaign event attendance history
 - c. Activist notes and other file markings

3.3. Data Sharing

- 3.3.1. If Licensee accepts any DPO Activist Data, Licensee shall be required to record all Licensee Activist Data, including Activist name, phone number, address, email, and campaign event history in My Campaign system.
- 3.3.2. If Licensee accepts any DPO Activist Data, Licensee shall be required to use best efforts to maintain the quality of the Activist Data entered into the My Campaign system. This includes but is not limited to calling through the list, verifying addresses, phone numbers, and email, verifying volunteer and issue interests.

3.4. Data Sharing

- 3.4.1. All Activist Data entered by Licensee may be used by and shared with the DPO for modeling, aggregating information, or any other purpose.
- 3.4.2. Ownership of all Activist Data entered by Licensee will be transferred to the DPO once the Licensee is no longer an active candidate or holder of elected office.

4. GENERAL TERMS

4.1. Fees

Licensee agrees to pay fees in effect at the time this agreement is signed for services requested. Fees are not refundable.

4.2. Ownership and liability

Unless otherwise specified, all information in Technology is the property of the DPO or its suppliers, and is covered by various licensing and privacy agreements. No right to redistribute, sublicense, or make copies or derivatives of DPO information is granted except as described in this agreement. Licensee and DPO each agree to hold the other harmless for any material that it publishes or distributes using the technologies in this agreement.

4.3. Warranty

Information and technology in the systems outlined in this contract come from a variety of sources, which may be outside the control of the DPO. Therefore, the DPO does not provide a warranty of any kind for the performance of the software or the accuracy of any data stored in it. (It is incumbent upon all users to monitor accuracy and make improvements where possible.)

4.4. Licensee technical contact

Each Licensee shall keep DPO informed of the name and contact information for individual(s) who will assume responsibility for administrative maintenance of the system, including primary interface for technical support, training, and creating new user accounts for technology systems.

4.5. Misuse

Violation of the usage restrictions in this agreement is a material breach of this agreement. DPO will notify Licensee if any usage is deemed inappropriate. (See 7.10 Breach).

4.6. Modifications

The terms of this agreement may be modified by the DPO. Client will be notified 30 days in advance of any change in terms or service or cost, and will be given a reasonable opportunity to respond. Changes in policies, services, terms, or pricing may be appealed to the DPO administrative committee.

4.7. Policies

The DPO may publish policies from time to time to support or clarify the principles in this agreement. These policies are binding when issued.

4.8. Vendors and technology

The DPO retains the right to, at any time, change any or all vendors or technological platforms that are used to provide the services outlined in this agreement.

4.9. Final authority

DPO retains administrative rights and ultimate authority for approving usage, content, and modifications to all systems provided under this agreement.

4.10. Severability

If a provision in this agreement is or becomes illegal, invalid, or unenforceable, all other parts of this agreement shall remain in full effect.

4.11. Breach

4.11.1. In the event of material breach of this agreement by Licensee or any of Licensee's users, DPO staff will notify Licensee and request that Licensee correct the breach. If Licensee has not corrected the breach to the satisfaction of the DPO within seven days, then DPO will suspend service and notify the DPO administrative committee, which will make a determination within 14 days whether to restore service, continue suspension, or terminate this agreement.

4.11.2. Licensee shall be liable for any damages sustained by DPO due to the breach. Whenever the monetary damages to the DPO and other Licensees are impossible to calculate, the parties agree that Licensee shall be liable for liquidated damages equal to the full amount of the access fee paid on activation, or \$1,000, whichever is greater.

4.12. Return of information

In the event of termination, copies of all information and data for which the originating party may be clearly identified will be returned to the originating party and all other copies of that information and data shall be destroyed. Any data which has been enhanced by both parties, or for which the originating party cannot be clearly identified, shall become the property of both DPO and Licensee and may only be used for the purposes defined in this agreement. Licensee will immediately cease using DPO information.

Paid for by the Democratic Party of Oregon • 1220 SW Morrison Ste 910, Portland Oregon www.dpo.org

Not authorized by any candidate or candidate's committee.