

# DATA USE AGREEMENT

between

**36<sup>th</sup> District Democrats**

and

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This Data Use Agreement (“Agreement”) is made and entered into by and between the 36<sup>th</sup> District Democrats of Washington State (“the 36<sup>th</sup>”), a partisan political entity organized under the laws of the State of Washington and the rules of the Washington State Democratic Party, and

\_\_\_\_\_,

a campaign promoting the position of \_\_\_\_\_

for the following ballot measure: \_\_\_\_\_ (“the Campaign”).

## I. Purpose

The 36<sup>th</sup> has endorsed the ballot measure position indicated above under its duly adopted rules and procedures. To support that endorsement, it is the policy of the 36<sup>th</sup> to allow the Campaign to use membership data in the 36<sup>th</sup>'s possession (“the Data”) to support the Campaign. The Data shall include, at minimum, the names, addresses, email addresses, and telephone numbers of members in good standing of the 36<sup>th</sup>. It is also the policy of the 36<sup>th</sup> to protect the Data from unauthorized uses and distribution. This agreement is being entered into to effectuate the protections required under the Bylaws and Data Policy of the 36<sup>th</sup> (available at 36th.org).

## II. Obligations

The 36<sup>th</sup> shall provide the Campaign with an electronic copy of the Data as soon as practicable upon receiving this Agreement signed by an authorized representative of the Campaign. The 36<sup>th</sup>'s Communications Director or authorized designee (“the 36<sup>th</sup> Contact”) shall provide technical assistance to the Campaign, as necessary and as appropriate, to ensure effective and proper use of the Data.

The Campaign shall maintain strict control over the Data. The Campaign shall be responsible for the actions of all staff and volunteers of the Campaign.

Specifically, the Campaign shall implement the following protective measures:

1. The Campaign shall name an individual (“the Campaign Contact”) who shall be the primary contact person regarding this Agreement and use of the Data. The Campaign Contact shall respond in a timely manner to inquiries from the 36<sup>th</sup> Contact and other authorized representatives of the 36<sup>th</sup> concerning use of the Data.
2. The Data shall be used only for the purpose of furthering the Campaign’s goals with respect to the ballot measure position indicated above. This includes, but is not limited to,

soliciting donations, recruiting volunteers, advertising campaign events, and providing campaign updates.

3. The Data shall not be used for any campaigns or causes other than the ballot measure position endorsed by the 36<sup>th</sup>.

4. The Data shall not be transferred, sold, shared, exchanged, or in any other way conveyed to anyone outside the Campaign, either in electronic or physical form. The Campaign shall ensure that the Data is secure from unauthorized copying.

5. The Data shall not be co-mingled with the Campaign's data from other sources, unless the Data is segregated so that the Data can be separated from other data or deleted at any time. The Campaign shall consult with the 36<sup>th</sup> Contact as necessary regarding proper storage of the Data.

6. The 36<sup>th</sup>'s authorization to the Campaign to use the Data shall expire automatically thirty days after certification of the result of the election.

7. Upon the expiration of the 36<sup>th</sup>'s authorization to use the Data, the Campaign shall delete all electronic copies and destroy all physical copies of the Data. Thereafter, an authorized representative of the Campaign shall promptly sign and deliver the certificate below to the 36<sup>th</sup> Contact to certify that the Data has been deleted and destroyed. For purposes of this Agreement, "delete" means to erase in such a manner as to be non-retrievable with less than extraordinary actions.

### **III. Enforcement**

If the Campaign breaches this Agreement, the Campaign shall, upon demand of the 36<sup>th</sup>:

1. Pay \$1,000 in liquidated damages to the 36<sup>th</sup>;
2. Immediately delete and destroy all copies of the Data; and
3. Identify any persons outside the Campaign who may have obtained a copy of the Data.

The Campaign acknowledges that the 36<sup>th</sup> may enforce this Agreement by commencing legal action to recover damages and obtain injunctive relief. If the 36<sup>th</sup> prevails in a legal action to enforce this Agreement, the Campaign shall pay the 36<sup>th</sup>'s costs and reasonable attorneys' fees incurred in the action.

