

DATA USE AGREEMENT

between

36th District Democrats

and

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

_____,

a candidate for the elective office of _____

in the election scheduled for _____ (“the Candidate”).

I. Purpose

The 36th has endorsed the Candidate for the office and election indicated above under its duly adopted rules and procedures. To support that endorsement, it is the policy of the 36th to allow the Candidate to use membership data in the 36th's possession (“the Data”) to support the Candidate’s campaign. The Data shall include, at minimum, the names, addresses, email addresses, and telephone numbers of members in good standing of the 36th. It is also the policy of the 36th 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 36th (available at 36th.org).

II. Obligations

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

The Candidate shall maintain strict control over the Data. The Candidate shall be responsible for the actions of staff and volunteers of the Candidate’s campaign.

Specifically, the Candidate shall implement the following protective measures:

1. The Candidate shall name an individual in his/her campaign (“the Candidate Contact”) who shall be the primary contact person regarding this Agreement and use of the Data. The Candidate Contact shall respond in a timely manner to inquiries from the 36th Contact and other authorized representatives of the 36th concerning use of the Data.

2. The Data shall be used only for the purpose of furthering the Candidate's campaign. 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 election for which the Candidate was endorsed by the 36th.
4. The Data shall not be transferred, sold, shared, exchanged, or in any other way conveyed to anyone outside the Candidate's campaign, either in electronic or physical form. The Candidate shall ensure that the Data is secure from unauthorized copying.
5. The Data shall not be co-mingled with the Candidate'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 Candidate's campaign shall consult with the 36th Contact as necessary regarding proper storage of the Data.
6. The 36th's authorization to the Candidate to use the Data shall expire automatically thirty days after certification of the result of the election for which the Candidate was endorsed, or when the Candidate is no longer a candidate, whichever occurs first.
7. Upon the expiration of the 36th's authorization to use the Data, the Candidate shall delete all electronic copies and destroy all physical copies of the Data. Thereafter, the Candidate shall promptly sign and deliver the certificate below to the 36th 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 Candidate breaches this Agreement, the Candidate shall, upon demand of the 36th:

1. Pay \$1,000 in liquidated damages to the 36th;
2. Immediately delete and destroy all copies of the Data; and
3. Identify any persons outside the Candidate's campaign who may have obtained a copy of the Data.

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

If the Candidate breaches this Agreement, the 36th may also take the following actions:

1. Withdraw its endorsement of the Candidate, after which the Candidate may no longer indicate that the 36th has endorsed the Candidate in any of his/her campaign literature; and
2. Publicize the actions taken.

IV. Execution

The parties have signed this Agreement as of the dates set forth after their respective signatures.

For the 36th District Democrats:

_____ 36 th Chair	_____ Signature	_____ Date
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_____ 36 th Contact	_____ Signature	_____ Date
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For the Candidate:

_____ Candidate	_____ Signature	_____ Date
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_____ Candidate Contact	_____ Signature	_____ Date
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Return of Data Certificate

I certify that I have complied with the provisions of this Agreement and that all electronic copies of the Data have been deleted and all physical copies of the data have been destroyed.

_____ Candidate	_____ Signature	_____ Date
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