

CANDIDATE DATA USE AGREEMENT

This Candidate Data Use Agreement (“Agreement”) is made and effective as of this _____ day of _____, 20____ (“Effective Date”), by and between _____ (“Candidate”), a Libertarian candidate for public office and the Libertarian Party of Pennsylvania (“LPPA”), a political organization. The purpose of this Agreement is to provide Candidate with access to LPPA Contact Data for use in Candidate’s campaign as an LPPA Libertarian candidate for public office in Pennsylvania.

1. Nomination. On _____, 20____, Candidate was nominated as the Libertarian candidate for the public office of _____ (“Office”) for _____ (“District”) by _____ (“Nominating Entities”).
2. Preparation of LPPA Contact Data. LPPA shall prepare and furnish to Candidate access to LPPA Contact Data in accord with Pennsylvania Law, LPPA’s governing documents, and this Agreement. LPPA shall provide Candidate access to LPPA’s CiviCRM membership database (“CRM”) for the duration of Candidate’s campaign. LPPA may provide access to LPPA Media Lists and the Voter Information Data Access System (“VIDAS”) database to Candidate upon request at the discretion of LPPA. LPPA may withhold certain LPPA Contact Data for individuals with certain “no contact” designations to limit solicitation.
3. Minimum Necessary Data. In preparing the LPPA Contact Data, LPPA or its agents shall include the data specified by the parties from time to time, which are the minimum necessary to accomplish the purposes of Candidate’s campaign as an LPPA nominated candidate for public office. LPPA shall provide access to LPPA Contact Data for only those contacts served by Office in District set forth in Section 1 of this Agreement, except where it is difficult to split county data into districts, in which case whole counties served by Office in District shall be provided.
4. Responsibilities of Candidate.

Candidate agrees to:

- a. Use or disclose LPPA Contact Data only as permitted by this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of LPPA Contact Data other than as permitted by this Agreement or required by law;
- c. Report to LPPA any use or disclosure of LPPA Contact Data of which it becomes aware that is not permitted by this Agreement or required by law;

- d. Require any of its agents or subcontractors that receive or have access to the LPPA Contact Data to agree to the same restrictions and conditions on the use and/or disclosure of LPPA Contact Data that apply to Candidate under this Agreement; and
- e. Abide by any contact preferences or designations for any individual within the CRM and not use LPPA Contact Data or information in CRM and/or VIDAS, or any other source, alone or in combination to identify or contact any individuals contrary to those contact preferences or designations.

5. Permitted Uses and Disclosures of the CRM.

- a. Candidate may use and/or disclose LPPA Contact Data only for the purpose of Candidate's campaign as an LPPA nominated candidate for public office described in this Agreement or as required by law.
- b. Any individual contacted from LPPA Contact Data who interacts with the Candidate's campaign (i.e. mailing list sign up, volunteer, donor, etc.) shall be considered a contact of the campaign

6. Term and Termination.

- a. Term. The terms of this Agreement shall commence as of the Effective Date and terminate immediately at the close of polling locations on election day. Candidate shall return to LPPA or destroy any information obtained from LPPA Contact Data within ten (10) days of termination of this Agreement, except as otherwise provided in Section 5(b) of this Agreement.
- b. Termination by Candidate. Candidate may terminate this agreement at any time by notifying the LPPA and returning or destroying any information obtained from LPPA Contact Data. Section 5(b) shall not apply to early termination by Candidate and any/all information obtained from the LPPA Contact Data shall be returned or destroyed within ten (10) days of termination by Candidate.
- c. Termination by LPPA. LPPA may terminate this agreement at any time by providing thirty (30) days prior written notice to Candidate. Section 5(b) shall not apply to early termination by Candidate and any/all information obtained from the LPPA Contact Data shall be returned or destroyed within ten (10) days of termination by Candidate.
- d. Termination by loss of nomination. This Agreement shall terminate immediately if, at any time, Candidate shall, for any reason, cease to hold the nomination as Libertarian candidate for public office. Section 5(b) shall not apply to early termination by Candidate and any/all information obtained from the LPPA Contact Data shall be returned or destroyed within ten (10) days of termination by Candidate.

- e. For Breach. LPPA shall provide written notice to Candidate within ten (10) days of any determination that Candidate has breached a material term of this Agreement. LPPA shall afford Candidate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by LPPA.
 - f. Effect of Termination. Sections 4, 5, 6(e), 7, and 8 of this Agreement shall survive any termination of this Agreement under subsections c, d, or e of this Section.
7. Candidate Exit Report. In accepting this agreement, it is understood that Candidate is required to provide LPPA with an Exit Report within thirty (30) days after the termination of this Agreement. The Exit Report shall contain any useful data, research, or lists created, expanded, or obtained during Candidate's campaign period, including but not limited to email signups, volunteer contact information, donor lists, mail lists, call bank lists, mail / email / text / phone opt-outs, voter district research, insights, or any other information which may serve a political purpose.
8. Miscellaneous.
- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in state or federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
 - b. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable state and federal interpretative guidance regarding election law.
 - c. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
 - d. Incorporation. This Agreement shall be executed in conjunction with signing the LPPA Non-Disclosure Agreement ("NDA") for CRM. Any/all agents of Candidate, including but not limited to campaign managers, staff, volunteers, or paid petitioners, who use or have access to LPPA Contact Data shall also sign the NDA and deliver to LPPA **before** using or accessing any LPPA Contact Data.
 - e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- f. Severability. If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, and the remainder of this Agreement shall remain in full force and effect.
- g. Choice of Law. This Agreement has been executed in the Commonwealth of Pennsylvania and shall, except to the extent that federal law is controlling, be construed, governed, interpreted and applied in accordance with Pennsylvania law.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

LPPA

CANDIDATE

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____