



Republican Party of Texas GOP Data Center Access Request Form 2012



(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? <input type="checkbox"/> YES <input type="checkbox"/> 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)
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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:

Republican Party of Texas · 1108 Lavaca Street, Suite 500 · Austin, Texas 78701 · 512.480.0709 FAX · gopdata@texasgop.org

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