



2021 Electoral Cycle NDP Memo of Understanding and VAN User Agreement

I have read, understand and will abide by all terms in this binding and legally enforceable agreement, including, all of the linked memos, NDP policies, NDP Bylaws and the VAN User Agreement, which are incorporated by reference. This information applies to Candidates, County Parties, Unions and Allied Groups. The NDP does not give access to the VAN or party resources to consultants, however consultants can get access to VAN if part of an active campaign.

- Basic VAN Access
- Enhanced VAN Access

Candidate, County Party Name, Union, Allied Group name and lead contact person:

Mailing Address:

Phone:

Email:

Signature:

Date:

Payment Form:

- Check for full amount enclosed
- Check for full amount coming in the mail on _____ (insert date)
- Check coming on a monthly** basis starting on _____ (insert date)
- ActBlue: <https://tinyurl.com/payforvan>
- Credit Card:

Name: _____ Number: _____
Exp. Date: ____/____ CVS (# back of card): _____

**If paying on a monthly basis, the full 2021 Primary Election payment is due by April 1, 2021. The full General Election payment is due by May 1, 2021.

As a Candidate, County Party Chair, Union President or Allied Group Director, I understand and agree to the following:

- I understand all of the information in this MOU and information shared in Coordinated Campaign meetings or other NDP meetings about campaign activity and targeting are confidential. If a question arises about what I can share with donors, staff, volunteers or press, I will direct my inquiries to the Executive Director or NDP Chair or their designee for campaign related information.
- I understand the NDP meetings, trainings and fundraisers are listed online and I am invited and encouraged to attend these events and I can request my campaign events get listed on the NDP sites:
 - <http://nebraskademocrats.org/events/>
 - <https://www.facebook.com/pg/NebraskaDemocraticParty/events>
- I understand my email will be added to the NDP listserve appropriate for my role. The NDP shares news, talking points, special guests coming into the state, events and more via the listserves. Emails from the listserve are not to be forwarded or posted online. I further understand if I violate the listserve code of conduct I may be removed and this is at the discretion of the NDP Chair.
 - **NDP Listserve Guidelines:**
https://docs.google.com/document/d/17HFIWTXQ02MrPqRI_kDHkaT_jcmxyjaCnmUPY-OoREU/edit?usp=sharing
- I understand all of the provisions in the VAN Agreement and further understand the information outlined below as the best practices of the VAN as well as the differences between Basic and Enhanced VAN Access.
- I understand the NDP passed a Fairness Resolution providing that the State Chair, County Chairs and State Party staff and County Party staff should not endorse in D on D primaries. While this is a non-binding resolution, it does reflect the principles and values of the NDP.
 - **NDP Fairness Resolution:**
<http://nebraskademocrats.org/press-releases/nebraska-democratic-party-p asses-primary-fairness-resolution/>

- I understand I must disclose any relevant personal and work background to assist in preparing the NDP for the election cycle.
- The NDP may engage in the vetting of candidates to put forth persons who will properly advance the purposes and goals of the NDP. As a candidate on our ballot line and utilizing our resources, you would be given notice of the vetting process. Further, the vetting information will empower candidates with information to enable that person to be prepared for attacks against their campaign. If vetting occurs by the NDP, the candidate will be asked to sign an additional release and consent. If a candidate refuses, the NDP may withhold party resources.
- In the age of social media, all candidates should be aware of the information you post now and in the past will be utilized by your opponents. Anything that violates our NDP Code of Conduct will go through that process.
- The NDP expects Democrats to engage in spirited exchanges, comparisons of records/positions and discussions of prior public statements. It is unacceptable for candidates or party leaders to “cross the line” into untruthful statements or accusations concerning a fellow Democrat or their supporters (e.g. name calling of high-profile surrogates who endorsed a candidate, public shaming of individuals who hold fundraisers for a candidate, etc.). Such conduct feeds the public’s cynicism about government and the political process. The NDP wants to be part of the solution, not part of the problem with what ails the American political process. We never want to give fuel to the Republicans’ to divide our party. Always focus on securing votes for your own campaign. If a candidate repeatedly violates this, campaign resource may be withheld.
- The NDP will not tolerate candidates, staff members and volunteers of campaigns using unethical means to acquire protected and proprietary information of another campaign. The NDP reserves the right to restrict access to VAN and other services if credible information is received about such misappropriation.
- Each candidate is expected to have a field and fundraising plan. The plan should include grassroots organizing and voter contact appropriate to the office being sought. The Enhanced VAN access has previous donors to campaigns that you can create call sheets for and you can use the NDP office for call time. Voter contact and grassroots organizing is essential to winning an election. Campaigns and candidates have a responsibility to engage in door knocking, events and other traditional and non-traditional voter contact.

I have received, read, understand and agree to the contents of the following documents:

- **NDP Code of Conduct:**
 - <https://nebraskademocrats.org/wp-content/uploads/2019/06/NDP-Code-of-Conduct-as-approved-by-SCC.pdf>

- **Legal Guidance on Federal and Non-Federal Spending for Donors:**
 - https://docs.google.com/document/d/1B7_IVGBEazDsU_BU2TUOHLXVTFu4JM9XhHytHD3Wj1s/edit?usp=sharing

- **Legal Guidance on Federal and Non-Federal Spending for County Parties:**
 - <https://drive.google.com/file/d/1jsCLYOFFCE6EICWNEFPcF5VTRwfZwKGO/view?usp=sharing>

- **2020 NDP VAN/Voter File User Agreement (signing this memo on page 1 serves as signing the Voter File User Agreement which is also included in this memo):**
 - https://docs.google.com/document/d/1J5foimxxSNBoymYyjVlbAj_tZV2CRygifJiWTVoSvc4/edit?usp=sharing

NDP Services to Candidates and County Parties

The NDP is here as a partner with you. You can learn more about our Party structure, platform, resolutions, officers and more on our website and by attending County Party meetings and our State Central Committee meetings.

- **All About the NDP:** <https://nebraskademocrats.org/> (view the party tab)

Coordinated Table: Each campaign cycle, the NDP works with candidates to determine the level of the Coordinated Table we will have in place. The table coordinates items like Vote By Mail applications, Vote By Mail chase, voter registration, voter guides, events, volunteer recruitment and more. Especially with federal campaigns, the table is also an invaluable tool to maximize fundraising. Chair Kleeb and the NDP staff call a meeting with candidates at the beginning of each cycle to discuss options.

Voter Contact Tools: The NDP has tools that help campaigns and County Parties contact voters to include the VAN, Thru Text and Hustle (texting tools) and phone bank tools (predictive dialer and online phone banks). At times the NDP allows campaigns to use these tools as an in-kind service and other times campaigns pay a minimal fee to access the tools. During Coordinated Table meetings the tools are discussed with pricing levels.

List of Contractors and Consultants: The NDP has a list of approved vendors but that I can choose who I want to work on my campaign. I further understand that at any point if a candidate thinks NDP staff or any leader in the party structure is pushing me to choose a certain vendor in order for me to receive party resources I will alert the NDP Party Chair or other NDP officer.

- **NDP Vendors:** <http://tinyurl.com/NebDemVendors>

Advice: NDP staff can help you with strategy, field plans, communications and any aspect of a campaign. We can review lit pieces, ads or anything you need advice on. If you have questions, do not hesitate to ask.

Daily News Clip and Talking Points: We provide news clips on a daily basis to the various listserves we manage. The clips often include talking points from the DNC and other national party committees.

Volunteers: The NDP keeps a solid list of volunteers for canvassing and other activities you need for a successful campaign. We provide you the names, emails and phone numbers in your campaign's target area for you to then meet and recruit volunteers for your campaign.

Training: The NDP provides training for any and all aspects of campaigns. We provide access to a free online training account with the National Democratic Training Committee—this service allows you to pull up training on key topics at any time to share with your campaign team. You can sign up for the free training account and get access to previous training videos on our NDP website.

Access to the NDP Statewide Email List: The NDP provides one free email, to voters in your district, per campaign per cycle (one in the primary and one in the general). Emails must be provided to the NDP 2 weeks prior to being sent. The NDP also has the right to edit the email with the campaign approving those edits before the email is sent.

Sharing of Press Releases: The NDP shares press releases from campaigns to our comprehensive press list. This list includes national, local and statewide media outlets.

Social Media Sharing: The NDP shares blog posts, events, and fundraisers to our Facebook and Twitter pages.

Surrogates: The NDP actively recruits national and regional surrogates for candidates to have speak or attend events (rallies, fundraisers, etc.).

Use of Office Space: The NDP has a professional office in Lincoln and Omaha where candidates can use the space for meetings, call time, staging of yard signs, etc. Use of the space for campaigns might be limited on activity of the NDP. Additionally, we have supplies like a podium, small speaker system and folding tables if a campaign needs to borrow those items for an event.

All About the VAN

This information is to serve as both guidance and expectations on the use of the NDP VoterFile (commonly referred to as VAN or VoteBuilder--we use the word VAN in this document).

VAN (Voter Activation Network) is critical to the operations of electing Democrats, which is why we have spent a significant amount of time ensuring the integrity of our data and that county parties and candidates understand the data system. The data in the VAN is a considerable value and the NDP subsidizes the use to campaigns and County Parties as a tool to build the party for all Democrats.

VAN is much more than a database of all Nebraska registered voters—it is a campaign tool to help win your election. VAN is a priceless tool in the campaign world. The NDP pays for access to it at the national level and we have a staff person who manages VAN and assists campaigns on getting started. VAN is the product of years of building information and entering it into the database.

The DNC provides Votebuilder (aka the VAN) to State Parties in exchange for the value of the Secretary of State and all other local voter file data the State Parties acquire and sends to the DNC. This is a mutual and legal data relationship.

The Nebraska Democratic Party owns the state voter file, and the State Party owns its proprietary data (i.e. any data appended by campaigns or organizations in-state). The DNC owns its proprietary data (i.e. presidential campaign data and DNC created turnout models). No user of the NDP VAN owns the data they enter--all data is the property of the Nebraska Democratic Party.

FAQ About The VAN Answered:

The NDP provides some free training for use of VAN to any campaign and their staff. It is a very powerful tool and does require some expertise to use it.

Our staff can pull a basic vote goal for any campaign to help get you started and any basic questions at any time, however we cannot manage your day-to-day data.

All candidates are required to give their IDs to the Party with Basic or Enhanced VAN access. All data is owned by the NDP.

No campaign staff or volunteers who are registered with other political parties may use the VAN or attend Coordinated Campaign or other NDP meetings.

VAN data for each individual campaign is walled off from any competitors in a D on D primary and that my campaign data is only viewed by my campaign. No County Party, allied group or other candidate can see my data during the campaign unless a candidate gives permission (which does happen when candidates are going after similar targets). The State Party staff can see all data.

The NDP Subscription Agreement ***prohibits export of data*** from the file except as necessarily and directly related to the subscriber's campaign activities; prohibits any redistribution of any data to anyone but the subscriber; and requires the subscriber to append to the file all information obtained by the subscriber relating to the registered voters whose records are included in the file. These provisions are critical to achieving the State Party's purposes in protecting the integrity and security of data, maintaining and updating the voter file and to fulfilling the State Party's obligations to protect the interests of the DNC and others who have rights to portions of the data. To ensure that these provisions are enforced, as a practical matter, the NDP does not approve more than roughly 15,000 land or cell in one day without appended data coming back into the VAN (this number can be smaller depending on the size of the district). This is a practice widely followed by state parties across the country. It protects the integrity of the State Party VAN. The NDP can make exceptions.

Candidates cannot allow other people or contractors to use their VAN login. We can see all traffic in VAN and will put a campaigns' access on hold if we find this is violated. A consultant can get a VAN login if working for a campaign.

All candidates must come to the NDP to sign a contract to use VAN and get properly trained on voter data integrity. No candidate can use VAN through a County Party.

County Parties can use data in VAN for party building activities. Each county party has access to what is called a "committee." Any activities related to county parties in VAN will be done under the assigned county party committee. **County Party building activities that qualify to use VAN data include:**

- Recruiting volunteers for various party functions (e.g. county meetings, NDP meetings, parades, etc).
- Recruiting volunteers for party Get Out the Vote activities (e.g. putting out voter guides at the doors).
- Recruiting volunteers for leadership positions in the party (e.g. calling people to come to the County Convention to fill seats at State Convention).
- Recruiting candidates for elections.

Basic VAN Access:

The NDP offers Basic VAN access at **no-cost** to Democratic candidates and County Parties. The Basic VAN access is an in-kind contribution and should be noted on financial disclosures (either state or federal depending on the campaign) in the amount of \$500 per year.

Basic VAN gives you access to voters' names, addresses and phone numbers in the district(s) for your race. You can create walk lists for canvassers and volunteers as well as virtual phone banks. For many down ballot races, Basic VAN is all you may need.

Enhanced VAN Access:

Over the years, the NDP has collected large amounts of data and append this to individuals in the file. The data includes vote scores and IDs (issues, individual

supports as well as particular candidate choices). We have members of various constituency groups identified in the file such as minimum wage and death penalty. These IDs are only available to candidates who pay for Enhanced VAN access.

The data with Enhanced VAN provides a rich field from which with proper training campaigns can find lists to structure canvasses (both phone and walking) and plan fundraising calls. Enhanced VAN also provides enhancements for creating queries based on dozens of different criteria. Emails are also added for enhanced VAN access which is a great tool for campaigns.

With Enhanced VAN access, you also get access to donor data. The donor data was collected by candidates and the Party over the years. This gives you a great starting point to create sheets for call time.

Enhanced VAN gives you information on voters' demographics, previous political volunteer experience, candidate preferences, voting habits, political scores, donor background and issue stances, e.g. minimum wage, death penalty repeal, and Medicaid.

All Allied Groups and Unions must pay for the use of VAN. We do not allow consultants, on their own, to use the VAN. Consultants must be attached to a campaign.

For those that purchase Enhanced VAN, there is no need to report an in-kind contribution. However, the level of the paid Enhanced VAN must be reported.

Enhanced VAN access has a tiered pricing system with half due during the primary and the other half due if you make it on to the General Election. All candidates who make it through the primary, will then owe the other half. If you do not make it thru the primary, you do not owe any additional funds for VAN. All candidates get access to the basic VAN for free, but do not get access to enhanced data unless the candidate pays the fees below.

Race Type	Enhanced VAN Fee (half of the amount is due for primary, then other half is due for the general)
Public Power, School Board, NRD	\$300
Previous VAN Committees (Inactive)	\$500
City Council, County Board, State Board of Education, Regent, PSC, Mayor of non-Metropolitan Cities	\$600
Mayor of Metropolitan Cities, Legislature, Auditor, SOS, Attorney General, Treasurer	\$1,000
House of Representative	\$3,500
Senate + Governor	\$8,000
Unions and Allied Groups	\$8,000
Elected Officials (Current)	\$250
President	\$15,000

2020 NDP VOTER FILE SUBSCRIPTION AGREEMENT

This subscription agreement is entered between The Nebraska Democratic Party, a non-profit corporation 3701 O St, Suite 200, Lincoln, Nebraska, 68510 (NDP), and _____ a political committee, county party, union/allied partner or vendor (Subscriber). This agreement terminates thirty days following the Primary Election should Subscriber lose the Primary, thirty days following the General Election or the end of the calendar year in which the General Election occurs unless terminated otherwise under the terms of this Agreement.

Whereas, NDP in cooperation with the Democratic National Committee has assembled in electronic data from various Registered Voter Files relating to registration to vote and elections in the State of Nebraska and other voter data which is confidential and proprietary information and trade secrets of NDP ("File"); and

Whereas, Subscriber is a registered Democrat or is a local Democratic party committee

or desires to a temporary non exclusive license to use the File for the sole purposes provided for under Nebraska law, and specifically, Neb. Rev. Stat. § 32-330 (2008), and in the best interests of the NDP;

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, the parties agree as follows:

1. NDP grants to Subscriber a restricted, non-exclusive temporary license to use the File provided by NDP and subscriber accepts the license on the terms and conditions set forth in the Agreement.
2. Subscriber shall pay NDP a fee--if using the Enhanced VAN version--for the restricted, non-exclusive temporary license to use of the File, which shall be made in full and in advance before the Subscription begins unless agreed in writing by the NDP in advance.
3. NDP, at its discretion, may provide training and consultation for use of the File at additional cost.
4. Subscribers--if using the Basic Van version--must disclose an in-kind value of \$500 on any required disclosures to FEC or NADC. If using the Enhanced VAN version, the Subscriber must disclose the fee paid to the FEC or NADC.
5. NDP shall provide Subscriber with online computer based access to portions of the File as requested by Subscriber and all regular updates prepared by NDP in computer readable form. At the discretion of NDP, Subscriber may not receive access to certain NDP proprietary data.
6. Subscriber agrees that the File, all data included in the File, and updates shall be used solely for the purpose related to elections, political activities, and voter registration under Nebraska law, and specifically, Neb. Rev. Stat. § 32-330 (2008) and abide by the NDP's Constitution, Bylaws, policies and 2020 MOU. The Records may not be used for commercial purposes. Any misuse shall result in immediate termination of access to the records. Subscriber acknowledges that the File is a copyrighted compilation and is property of the NDP and constitutes confidential and proprietary information of NDP, and constitutes Trade Secrets under Nebraska law.
7. The File is provided "as is" and no warranties are given, expressed or implied, including but not limited to any and all implied warranties of merchantability and fitness for a particular purpose.

8. Subscriber shall not redistribute any portion of the File accessible by the Subscriber and shall not make copies or derivatives of the File except as necessary and directly related to the Subscriber's political or campaign activities.
9. Subscriber agrees, as part of this license, to append to the File information gathered by Subscriber relating to registered voters, which information shall include but not be limited to: changes in address, candidate preferences, issue preferences, corrected telephone numbers, email addresses, donor information, and voting history.
10. Exports of data are only allowed under limited terms outlined in the NDP 2020 MOU. The file, updates, additions, deletions, or the like are, and shall remain, the exclusive property of NDP.
11. When this Agreement is made with a local party committee or any other organization other than a candidate committee, the File is for the Subscriber's exclusive use only for general and primary election activities and the local party, committee or organization shall not provide direct access to any portion of the File to any person who is not a party to an Agreement for use thereof with the NDP.
12. NDP may terminate access to the File without notice if the Subscriber (or anyone who obtained any data or information through Subscriber) has: (a) Failed to pay any sums due to NDP when due; (b) Used any File or information derived therefrom in violation of Nebraska law, in support of any candidate who is not a registered Democrat, in violation of the NDP Constitution, Bylaws, policies, Candidate/County Party MOU, or in violation of this Agreement; (c) Provided direct or indirect access to the File, or to data, reports, output, or any other information contained in the File to any candidate, political committee, or other unauthorized person or entity; (d) Provided access to any individual or entity who publicly endorses or contributes financially (either directly or indirectly) to, or works on behalf of any non-Democratic candidate running in a partisan election or any non Democrat running against a registered Democrat in a nonpartisan election; (e) Used the File or any information derived therefrom for a purpose contrary to the interests of NDP; (f) Provided or attempted to provide false information to NDP; (g) corrupted or otherwise changed or attempted to corrupt and change the File or related information; (h) transferred or attempted to transfer the File or any information derived therefrom by Subscriber to any unauthorized entity, candidate, or any person whatsoever without the express written permission of NDP; or (i) Failed to comply with any term or condition of this Agreement.
13. In the event of a termination by NDP under Paragraph 12 hereof, the File and

related information delivered to Subscriber shall be immediately returned to NDP, access to the File will be terminated and Subscriber shall not be entitled to any refund. The Subscriber shall demonstrate the removal and/or deletion of any information or data obtained from access to VAN.

14. The NDP Subscription Agreement prohibits export of data from the file except as necessarily and directly related to the subscriber's campaign activities; prohibits any redistribution of any data to anyone but the subscriber; and requires the subscriber to append to the file all information obtained by the subscriber relating to the registered voters whose records are included in the file. These provisions are critical to achieving the State Party's purposes in protecting the integrity and security of data, maintaining and updating the voter file and to fulfilling the State Party's obligations to protect the interests of the DNC and others who have rights to portions of the data. To ensure that these provisions are enforced, as a practical matter, the NDP does not approve more than roughly 15,000 land or cell in one day without appended data coming back into the VAN (this number can be smaller depending on the size of the district). This is a practice widely followed by state parties across the country. It protects the integrity of the State Party VAN. The NDP can make exceptions.
15. Volunteer phone banks do not require export of records, as tools within VAN can be made available to the volunteer callers. County Parties and campaigns using the State Party VAN are encouraged to make use of low-cost tools such as Hustle, Predictive Dialer and Hub Dialer, which allow for use of the file by volunteers making calls or sending SMS without export of data and ensure that data is quickly and efficiently appended back to the file.
16. In the event of material breach of this agreement by NDP, NDP's liability hereunder shall be limited to a refund of any fees paid to it hereunder. In no event shall NDP be liable for incidental or consequential damages.
17. In the event of material breach of this agreement by Subscriber, the parties agree that the NDP will suffer injury for which there is no adequate remedy at law and therefore, NDP shall be entitled to injunctive relief or equitable relief to enforce the terms hereof and prevent damage to its interests.
18. This Agreement shall be governed by the laws of the State of Nebraska. The venue or any disputes will be Nebraska Lancaster County District Court. This agreement will be subject to binding arbitration under Nebraska Law. The NDP may collect ordinary and reasonable attorney fees necessary to enforce this agreement.
19. The Agreement and the license conferred on Subscriber by this Agreement shall

not be assigned by Subscriber to any person or entity without the prior written consent of NDP.

20. This Agreement incorporates the entire understanding of the parties with respect to the subject matter of this Agreement, and the Agreement may be amended only in writing. If any provision of this Agreement is determined to be invalid such determination shall not affect the validity of any other part or provision of this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, each of whom has the power and authority to bind the party it represents hereto, have executed this Agreement on the date first written above on Page One of this document.

Nebraska Democratic Party Representative:

Name: _____

Title: _____

Date: _____

Signature: _____

Subscriber:

Name: _____

Title: _____

Date: _____

Signature: _____

NOTE: All candidates, County Parties and Allied Groups must sign the MOU as well. This stand along VAN Subscriber Agreement is for vendors only who receive exported lists and have to abide by our terms.