

**PERMISSIVE USE AGREEMENT FOR PROPRIETARY  
INFORMATION OF THE MONTGOMERY COUNTY  
REPUBLICAN PARTY**

This Agreement is effective, by and between the Montgomery County Republican Party and \_\_\_\_\_, (“Candidate”) on the date this Agreement is signed. This Agreement is personal to the Candidate, and may not be transferred voluntarily or involuntarily to a third party.

**BACKGROUND**

The Montgomery County Republican Party collects data on Republican voters within the County from various sources. Candidate wishes to obtain list counts and mailing lists selected from various sources that Montgomery County Republican Party utilizes. These terms and conditions are incorporated into and constitute the Agreement made between Montgomery County Republican Party and Candidate, concerning certain compilations of information and data provided to the Candidate for limited use. The pricing for use of such data will be provided on a per order basis. This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Proprietary Information which is disclosed by and between the parties for the purpose of running as a candidate in the Republican Primary. This information will be used solely for the purpose of running as a candidate in the Republican Party Primary and for nothing else without the express written permission of the chairman for the Montgomery County Republican Party.

**TERMS AND CONDITIONS**

1. **Definition of Proprietary Information** Proprietary Information means all information related to the Database of Republican Party Primary Voters as collected by the Montgomery County Republican Party, including, but not limited to, names, addresses, telephone numbers, requirements, specifications, software, interfaces, components, processes, or the like.

**2. Restrictions and Conditions on Use of the Data:**

a) Data furnished by Montgomery County Republican Party to the Candidate may be used by Candidate, or her campaign workers as end users in connection with Candidate’s campaign programs, and for no other purpose. Data is for list rental purposes only and, **unless otherwise specified, is for one election cycle use only.** Data ordered by Candidate may be used for Mailing or Tele-campaign use only. Title to any database information or database list will not be sold, conveyed or otherwise transferred to any such Candidate or third party.

b) Campaign material should not make reference to any selection criteria or presumed knowledge regarding the intended recipient of such solicitation, and must be in good taste.

c) Candidate may not use or permit the use of the data in connection with the preparation, publication or maintenance of any directory of any nature. Candidate will not use or permit the use of the data for compiling, enhancing, verifying, supplementing, adding to or detracting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, or provided to a third party. Candidate will not use or permit use of the information for generating any statistical information which is sold, rented, published, furnished or in any manner provided to a third party pursuant to Texas Election Code §18.001, et seq.

d) Candidate will not use or permit use of data in violation of any federal, state, or local law, rule, or regulation or for any unlawful purpose, and will comply with the appropriate campaign laws.

**3. Limited Distribution** A Candidate will limit access to Proprietary Information she receives to her agents who have a "need-to-know" the Proprietary Information for the purposes expressed above. A Candidate will copy Proprietary Information only as reasonably necessary for him to complete the purposes of this Agreement. In the event that a Candidate uses contract labor in the operation of his campaign and the Candidate needs to disclose the Proprietary Information to such contract labor personnel to accomplish the purposes of this Agreement, release and disclosure are permitted provided that the contract labor personnel are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.

**4. Limitations on Use or Disclosure** For a period of five (5) years after receipt of Proprietary Information under this Agreement, a Candidate will hold Proprietary Information in confidence. Upon expiration of this protection period, all limitations this Agreement imposes on use or disclosure of Proprietary Information will cease. **However, such disclosure will still be subject to any criminal or civil laws of the State of Texas or the United States.** A Candidate may use Proprietary Information only for the purposes set forth above during the term of this Agreement. A Candidate will not disclose Proprietary Information to any nonparty during the protection period, despite any earlier termination of this Agreement.

**5. Duty of Care** A Candidate will satisfy her obligations to protect Proprietary Information from misuse or unauthorized disclosure by exercising reasonable care. Such care will include protecting Proprietary Information using those practices the Candidate normally uses to restrict disclosure and use of its own information of like importance. A Candidate will not be liable if it accidentally discloses Proprietary Information while exercising reasonable care, provided that, upon discovery of such disclosure, the Candidate attempts to retrieve the Proprietary Information and reviews its practices to attempt to prevent any further accidental disclosures.

**7. Exceptions to Duty** This Agreement does not restrict disclosure or use of information otherwise qualifying as Proprietary Information if the Candidate can show that any one of the following conditions exists.

a. The Candidate knew the information and held it without restriction as to further disclosure when the originating party disclosed the information under this Agreement.

b. The Candidate developed the information independently.

c. Another source lawfully disclosed the information to the Candidate and did not restrict the Candidate in its further use or disclosure.

d. The information entered the public domain after the originating party disclosed it under this Agreement, but through no fault of the Candidate; or became generally known, but through no fault of the Candidate.

e. The information was ascertained by proper means other than disclosure under this Agreement.

f. The protection period has expired.

g. The information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, provided that the subpoenaed party notified the disclosing party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given.

8. **Disclaimer of License** Proprietary Information is and remains the property of the originating party. The Candidate does not receive any right or license under any patents, copyrights, trade secrets, or the like of the originating party.

9. **Disclaimer of Warranty** An originating party does not warrant that any information it discloses is complete, accurate, free from defects, or useful for the purposes of the Candidate.

10. **Notice Addresses** The parties will transmit Proprietary Information, notices, and authorizations under this Agreement addressed as follows:

Montgomery County Republican Party

310 Metcalf Street, Conroe, Texas 77301

A party may change its address or designee by written notice to the other party.

11. **Term and Termination** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Absent any such early termination, this Agreement will terminate on July 1, 2011.

12. **Return or Destroy** A Candidate will, upon written request, use reasonable efforts to destroy all received Proprietary Information, including copies, then in its possession or control. Alternatively, a Candidate may use reasonable efforts to return all such Proprietary Information and copies to the originating party. A Candidate may retain one archival copy of received Proprietary Information.

13. **Applicable Law** In the case of a dispute, the parties will interpret, construe, and apply this Agreement using the law of the State of Texas, excluding from such law the rules regarding choice of law.

14. **Merger** This Agreement contains the entire understanding between the parties. It supersedes all prior or contemporaneous communications, agreements, or understandings between the parties about the exchange and protection of Proprietary Information for the purposes set forth above. A modification will not bind any party unless the modification is in writing and authorized representatives of both parties sign it.

15. By signing this Agreement, the candidate certifies the following:

- a. that he/she is a candidate;

- b. that he/she has filed a designation of campaign treasurer;
- c. that he/she will be a candidate in the Republican Primary;
- d. that he/she will not file in any other political party primary or as an independent write-in candidate or for any other election other than the upcoming Republican Party Primary.
- e. that he/she will only use the information obtained under this agreement to run as a candidate in the Republican Party Primary, Runoff and General Election (as applicable).

**IN AGREEMENT**, the parties sign duplicate originals of this Agreement.

The Montgomery County Republican Party

By: \_\_\_\_\_

Dated : \_\_\_\_\_

By: \_\_\_\_\_

Candidate in the Republican Party Primary

Dated: \_\_\_\_\_