

# Texas Democratic Party

## Online Voter File (VAN) Use and Access Policy

The Texas Democratic Party (TDP) is proud to provide a statewide online Voter File to candidates, county parties, precinct chairs, and others. The TDP Online Voter File (VAN) includes current voting history and is updated several times a year to check addresses, telephone numbers, and to incorporate the most recent lists of registered voters. The TDP will continue to maintain this important resource after each election and we will notify our users as changes occur.

The information contained within this document describes the terms of use and access for the TDP Online Voter File.

If you have any questions or concerns, please contact the State Party Headquarters in Austin at (512) 478-9800 or e-mail [voterfile@txdemocrats.org](mailto:voterfile@txdemocrats.org).

### 1. Summary

- a. Everyone who uses an online voter file account must sign a License Agreement. By using the TDP Online Voter File or signing the License Agreement, users acknowledge that they have read and understand this Use Policy.
- b. The Texas Democratic Party reserves the right to revoke access at any time if the terms contained within the License Agreement, the addendum to the License Agreement, or the Voter File Use Policy are violated. Users may appeal this decision in writing to the TDP Executive Director.
- c. All users acknowledge that the TDP Online Voter File consists of copyrighted data. No right to redistribute or to make copies or products from the data is granted except for purposes of data backups during the campaign and for carrying out the Licensed Use described in this agreement.

### 2. Access Policy

- a. Any Democratic Party officer, elected official, candidate or donor listed below may request access to the Online Voter File from the TDP. The geographic area that will be accessible online to the user will be determined by the TDP. All users will be required to sign a License Agreement.
  - i. *Leadership* – TDP elected officers and SDEC Members may request access to their relevant portion of the voter file at no cost; they are elected officials of the TDP.
  - ii. *County Parties* – County Parties and Precinct Chairs may receive access for their organizing purposes. Only the County Party Chair and Precinct Chairs will receive access from the TDP. Other county party officials, including, but not limited to, co-chairs, advisory committee members, GOTV chairmen and other positions within the County Party structure, should work with their County Chair, staff, where applicable, and Precinct Chairs to obtain any lists. **County Parties may not grant access to candidates or officeholders and must refer these users to the TDP.**
  - iii. *Candidates* – Candidates, including incumbents seeking re-election, may request access to the Voter File for the district in which they are running. Candidate access is generally based on the two-year election cycle, with two segments for each cycle. A candidate whose term of office is longer than two years must maintain access to use the

data during cycles when the office is not on the ballot. (See 3.f. below). To help support the significant costs of maintaining and updating the Online Voter File, candidates will pay an access fee representing a small part of the fair market value of the accessible data. The TDP will contribute the remaining portion of the value to the campaign as an in-kind contribution. Candidates receiving an in-kind contribution must disclose this in-kind contribution on their campaign finance reports. The fair market value of the data is based on the commercial price for a list similar in both size and the data available. This value does not include the time required for the TDP staff and volunteers to administer access to the file or provide training to users. Please refer to Section 3.f for the complete pricing information.

- iv. *Contributors and Texas Majority Builders* – Any current Texas Majority Builder (TMB) participant (formerly Sustaining Member) may request online access to his or her own voting precinct. This access is a benefit of TMB membership and is provided at no cost to the contributor. Contributors who donate at the same level or higher than Texas Majority Builders (\$120 or more per calendar year) may also request access to the online voter file for their registered voting precinct. Texas Majority Builders must be currently enrolled in the program and their contributions must be current. Other contributors will receive access for only a one-year period following the date of their contribution. For example, a contributor who donated \$200 on February 15, 2008, will have voter file access only through February 14, 2009, unless they make another contribution of at least \$120.
- b. Users in the categories listed above may apply for a TDP Online Voter File account by going to <http://www.texasvan.com/>, click on “*Request an Account*” and fill out the form completely including all important information like county, precinct and election district. The TDP’s goal is to process all requests within 72 hours of receipt if no additional information is required. If additional information is required and not provided within one (1) month, the request for an account is automatically rejected.

*Note: Submitting a license agreement **does not** constitute a valid account application.*

- c. Other users, including Political Committees, Democratic groups, clubs and other groups, may be granted access on a case-by-case basis, at the sole discretion of TDP, and must submit the same online application referenced above. Other users should expect a decision within seven (7) days of receipt if no additional information is required.

*Note: TDP strongly encourages all local Democratic groups and clubs to conduct their campaign efforts in cooperation with their county parties and candidate campaigns. Extraordinary circumstances—e.g., no county chair, no Internet access by chair or candidate—may be considered.*

### 3. Licensing

#### a. Committee Owners

A *Committee Owner* is a *User* with independent, unsupervised access to the Voter File. Each Committee Owner must sign a License Agreement and agree to abide by the terms of this Voter File Use and Access Policy. Examples of Committee Owners include, but are not limited to, candidates and county party chairs.

Committee Owners are responsible for the actions of all Users on their Committee. This includes, but is not limited to, Volunteers, Staff, Contractors, and Agents who are granted access to the TDP’s Online Voter File and / or data or printouts from the Voter File. A Committee Owner’s access may be revoked for inappropriate use by anyone with access to the Committee.

b. Users

Anyone to whom the Committee Owner provides an account on their Committee is considered a User. The User must sign the license and the Committee Owner must keep it on file, as well as provide a copy of this Voter File Use and Access Policy to each User. Examples of Users include, but are not limited to, SDEC members and precinct chairs, campaign staff, county party staff, consultants or Volunteers who are provided their own account.

c. Volunteers

People with only temporary or supervised access to the data in the Voter File do not need to sign anything. All printed materials and electronic copies of data must be returned to the campaign to be destroyed when no longer needed.

It is the responsibility of Committee Owners and Users to ensure that volunteers use the voter file data only in accordance with the License Agreement and Voter File Use and Access Policy.

d. Contractors and Agents

People who are provided an electronic list for a specific one-time purpose, such as autodialing or a mailing, must sign a non-disclosure form. This is a standard procedure for many vendors and may already be a part of your vendor's contract.

e. Access and Termination

Each Committee Owner and User who applies for access from TDP will receive access to the TDP Online Voter File as soon as the application is reviewed and approved. The TDP will try to approve and create all accounts within 72 hours of receiving the application. A User has seven (7) business days to return the License Agreement to the TDP from the time the account is created, or access will be suspended until the License is received. License Agreements may be returned to the TDP via mail (Voter File, 505 W 12<sup>th</sup> St, Suite 200, Austin, TX 78701 or fax (512) 480-2500 Attn: Voter File)

A User's first login into the TDP's Online Voter File constitutes acceptance of the License Agreement and the Voter File Use and Access Policy; a User is bound by both even if the signed License Agreement has not yet been received by the TDP.

The TDP reserves the right to revoke any User's access at any time for violations of the License Agreement or the Voter File Use Policy. Following a revocation, a User will receive a written explanation within seven (7) business days. A User may appeal the decision in writing to the Executive Director and may expect a decision within seven (7) days of receipt of the appeal.

f. Candidate Access Fees / In-Kind Donations

To help support the significant recurring costs for building and maintaining this online voter database and for providing more timely data updates, each candidate is assessed an access fee that covers part of the direct costs related to maintaining the Voter File for his or her district. TDP will contribute in-kind the balance of the fair market value of the access to the Candidate. The Candidate will disclose the receipt of the in-kind contribution on his/her campaign finance reports.

The value of access to VAN is based on a two-year election cycle. Each two-year election cycle is divided into Primary and General election periods. The access fee is required for each election period in which a Candidate has access to VAN—regardless of whether the

Candidate is opposed in an election and regardless of whether the office is on the General election ballot. Candidates running in special elections or municipal races should contact the TDP to discuss the number of payments that will be required.

Your official payment level will be sent to you by email after you have completed the User Account Request and you have been approved for access to the Texas VAN. Please do not send a payment for VAN until you have received an email with your payment amount. The User Account Request can be found by going to <http://www.texasvan.com> and clicking on the words "*Request an Account.*"

Please note that Candidates have seven (7) business days from the date an account is set up and the username and password are e-mailed to the Candidate to either make the full, necessary payment for that election (Primary or General) or arrange for an installment plan and make the first payment or access will be revoked until the payment is received.

To set up an installment plan, please contact the State Party Headquarters at (512) 478-9800 or e-mail [voterfile@txdemocrats.org](mailto:voterfile@txdemocrats.org) with a contact telephone number. Installment plans must ensure that the total amount is received before the relevant election date (one (1) day prior to the date of the election). Late installments will result in the deactivation of an account until payments are again up to date.

Please fill out the Access Fee Assessment Card completely and remit with your access fee. If paying by credit card, fax the complete Access Fee Assessment Card to (512) 480-2500. If paying by check, please write "Voter File" and the election type (Primary, General, Special, etc.) on the check's memo line, and mail with the completed Access Fee Assessment Card to:

Texas Democratic Party  
Attn: Voter File  
505 W 12th St, Suite 200  
Austin, TX 78701

Access Fee and In-Kind Contribution amounts are shown in the table below. The first amount represents the Access Fee from the candidate to the TDP; the second represents the In-Kind Contribution from the TDP to the candidate. The levels are based on the fair market value of the Voter File data. For Judicial Candidates, please note that both the access fee and the In-Kind Contribution count against your spending limit. Presidential Candidates pay the full, market value with no In-Kind Contribution. Municipal candidate access fees are generally determined according to the "Other Candidates" schedule; however, candidates in municipalities with contribution limits may have to pay increase access fees to avoid an excessive contribution from TDP.

**All candidate accounts expire on July 1 following the election** (Primary, Primary Runoff, General, April/May Municipal) except that accounts for the November election in non-General election years will expire on February 1 following the election. Special elections will be handled as appropriate.

Candidates Based on type of race	Primary		General	
	Access Fee from Candidate to TDP	TDP In-Kind Contribution to Candidate	Access Fee from Candidate to TDP	TDP In-Kind Contribution to Candidate
Presidential	\$20,000	N/A	\$20,000	N/A
U.S. Senate*	\$15,000	\$5,000	\$0 / \$15,000*	\$5,000 / \$20,000 (in-kind and 441(a)(d)*)
Statewide	\$4,000	\$16,000	\$4,000	\$16,000
Congressional	\$700	\$2,600	\$700	\$2,600
State Senate	\$700	\$2,600	\$700	\$2,600
State Representative	\$200	\$700	\$200	\$700
State Board of Education	\$700	\$2,600	\$700	\$2,600

\* Federal contribution limits restrict TDP's contribution in the Primary election to a maximum of \$5,000. The Primary election access fee for a U.S. Senate candidate must cover the value above \$5,000. A U.S. Senate candidate who pays the Primary access fee and who becomes the Democratic nominee will pay no access fee for the General period. A U.S. Senate candidate who chooses not to have access in the Primary period will be assessed an access fee of \$15,000 for the General period; TDP will contribute in-kind the remaining \$5,000 of value.

Other Candidates Based on # of registered voters in district	Primary		General	
	Access Fee from Candidate to TDP	TDP In-Kind Contribution to Candidate	Access Fee from Candidate to TDP	TDP In-Kind Contribution to Candidate
Under 25,000	\$75	\$300	\$75	\$300
25,001 – 50,000	\$125	\$450	\$125	\$450
50,001 – 100,000	\$200	\$700	\$200	\$700
100,001 – 250,000	\$350	\$1,250	\$350	\$1,250
250,001 – 500,000	\$500	\$2,000	\$500	\$2,000
500,001 – 1,000,000	\$750	\$3,000	\$750	\$3,000
1,000,001 – 2,000,000	\$1,000	\$4,500	\$1,000	\$4,500
Over 2,000,000	\$1,500	\$7,000	\$1,500	\$7,000

#### 4. Appropriate Use

##### a. Limited Usage

Data, lists, and any products derived from the data may be used only to help organize and elect Democratic candidates in accordance with the guidelines set below. Voter File data may not be used for personal, commercial or other non-electoral purposes.

Voter File data is also restricted to helping organize and recruit Democratic voters for elections and may not be used to support Republican or Independent candidates. Municipal candidates must have verifiable Democratic Primary vote history and are subject to TDP approval.

##### b. Data or Data Products May Not Be Transferred to Others

**Non-Candidate Users (SDEC members, county chairs, precinct chairs, state party Majority Builders / contributors, and approved groups) may not print lists or labels or provide data to any candidate.** Voter File data is the property of the TDP, not the User, and may not be provided to any other entity without the TDP's knowledge and consent. To do so may create campaign finance problems for all involved (possibly

including monetary fines and/or jail time). Candidates must request access directly from the TDP. In addition, non-candidate users may only print lists or give data to individuals or groups (e.g. a county party's grassroots committee or a precinct chair's precinct captain) that are under their direct control.

Non-Candidate Users may use the Voter File data to encourage Democrats to vote, identify unregistered voters, and to persuade voters to vote Democratic. Traditional party-based multi-candidate activities, such as slate cards and multi-candidate door hangers created by the party are specifically permitted. Non-Candidate Users may reference candidates during the course of canvassing, phone-banking, and other electoral activities that the Non-candidate Users organize. Users are responsible for their own compliance with campaign finance requirements that may result from their activities supporting candidates.

- c. Candidates May Not Give Data to Other Candidates  
**A Candidate may not provide data obtained through the Candidate's TDP Online Voter File account to another Candidate.** As an example, a State Senate Candidate may not give a walk list to a State House Candidate where their districts overlap. The State House Candidate must arrange for independent access through the TDP.

## 5. Data Ownership

- a. TDP retains ownership of all data obtained and managed by TDP at all times. Access to the TDP Online Voter File does not constitute ownership of the data contained therein.
- b. All data obtained by Committee Owners and users thereof that the Committee Owner chooses to make private to their Committee remains the property of that Committee Owner and not the TDP for as long as the Committee is Active. TDP agrees not to use private Committee data without the express permission of the Committee Owner. Examples of private committee data include Survey Questions and Activist codes created by the Committee and designated upon creation as "private". Upon termination of the Committee's access, all data remaining on the Committee becomes the property of TDP.