This Memorandum of Understanding and Nondisclosure Agreement (the "Agreement") is entered into between the Green Party of the United States (FEC ID: C00370221) and the undersigned GPUS Elections Database Manager ("Manager"), for the period commencing with the signing of this Memorandum of Understanding (MOU) by both parties; and running through 45 days after the conclusion of the GPUS Steering Committee election in summer of 2027, for the purposes of (a) governing the role of the Manager in regards to the GPUS Elections Database ("Database") and (b) preventing the unauthorized disclosure and use of Confidential Information as defined below.

(1) **Authority:** The Manager serves at the pleasure of the GPUS. The GPUS retains the right to terminate any Manager's Database access. Should the Steering Committee consider such a termination of access, it must do so at a Steering Committee teleconference meeting, with the agenda item and the proposal to terminate posted clearly on the 48-hour pre-meeting agenda published to the National Committee, and where the Manager shall be given speaking privileges during discussion of said agenda item, and the Manager shall have the ability to submit any relevant documentation to all Steering Committee members.

(2) **Role of Manager:** The role of the Manager is defined below in the Attachment entitled 'Description of GPUS Elections Database Manager position.'

(3) **Relationship:** The Manager is considered a volunteer. There is no employer-employee or employer-independent contractor relationship, nor financial compensation by the GPUS to s implied by this agreement. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

(4) **Access:** The Manager shall have the same administrative access to the Elections Database site gpelections.org as well as the backup test site for the Database, that Mike Feinstein had as of September 2020, and the same administrative access to backup test site for the Database Feinstein has had as of September 2020. Both the GPUS and the Manager agree to amend this MOU governing this access, if the GPUS can demonstrate that there is a level of further administrative access that would be consistent with the level necessary to complete the tasks and projects outlined in this MOU, but otherwise different than that Feinstein has had as of September 2020. Additionally, the Web Manager may grant access to enhance the capacities of the Database, to individuals as described in 5.2 and 5.3 of the Job Description of the Elections Database Manager, while ultimately being subject to oversight by the Web Manager and the GPUS, with the assurance that all date in the Database will remain backed up by the GPUS. With the understanding and mutual agreement on behalf of both parties, the GPUS Web Manager shall always have a higher level of administrative control than the Manager, and shall retain ultimate administrative control on behalf of the GPUS, of any sites to which the Manager has access.

(5) **Oversight:** The Manager works in coordination with and under the oversight of the GPUS.

(6) **Resolution of Disagreements Over Data:** The Manager and the GPUS shall make a good faith effort to resolve any disagreements about what candidate and officeholder data should be entered into the Database, based upon GPUS criteria defining 'Who is a Green Party member running for public office and/or serving as a Green Party officeholder' **https://www.gpelections.org/green-party-candidate-officeholder-definition/**; but the GPUS reserves the right to make the final determination based upon that definition, based upon a decision of the Steering Committee. In such cases the Steering Committee shall publish findings approved by a 2/3 vote, explaining its determination based upon the definition 'Who is a Green Party member running for public office and/or serving as a Green Party officeholder." Such findings may be appealed to the National Committee under the process described in GPUS Rules and Procedures Section 6-10 Appeals of Procedural Decisions Made by the Steering Committee, Floor Manager or Facilitator **https://gpus.org/rules-procedures/#06-10**.

(7) **Green Party membership:** The Manager shall be a Green Party member in their state. At any point in which the Manager is no longer a Green Party member in their state party, the Manager shall notify the GPUS Steering Committee of this change in party affiliation, and in any case, shall immediately be considered terminated as a Manager. Any

further access of the Database after being terminated as a Manager shall be considered a violation of this agreement.

(8) **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" ("Confidential Information") shall include all information, digital data, or material that has been produced or acquired by GPUS and may be considered to be the property of GPUS. In particular, personal information such as the names, addresses, telephone numbers, email addresses that have been assembled by GPUS are classified as "Confidential Information". Likewise GPUS plans and internal notes and memoranda that are labeled "Confidential' are considered to be "Confidential Information".

(9) **Exclusions from Confidential Information.** The Manager' obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Manager; (b) discovered or created by the Manager before disclosure by GPUS; (c) learned by the Manager through legitimate means other than from GPUS or GPUS's representatives; or (d) is disclosed by the Manager with GPUS's prior written approval.

(10) **Obligations of Manager Regarding Confidential Information.**

The Manager shall hold and maintain the Confidential Information in strictest confidence, ensuring that it is used only for purposes authorized by GPUS. The Manager shall carefully safeguard access to Confidential Information to

those persons authorized by GPUS to have access. The Manager shall not use Confidential Information to benefit any person or organization other than the GPUS.

Upon severing of direct relationships with the GPUS, or upon written request from GPUS, the Manager shall immediately return to GPUS any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information, and shall erase or destroy such information in Receiving Party's possession.

(11) **Obligations of Manager Regarding Candidate contact information**. The Manager shall not, without prior written approval of GPUS Steering Committee and/or National Committee, use candidate contact information (names, addresses, telephone numbers, email addresses) - confidential or not, for any personal, private, or commercial purpose, including, but not limited to (a) The harassment of any candidate or candidate's household, (b) The advertising, solicitation, sale, or marketing of products or services to any candidate or candidate's household and/or (c) Reproduction in print, broadcast visual or audio, or display on the Internet.

(12) **Periods.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Manager's duty to hold Confidential Information in confidence shall remain in effect until the GPUS sends Manager written notice releasing Manager from this Agreement, whichever occurs first.

(13) **Severability.** If a court finds any provision of this

Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

(14) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

(15) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(16) **Amendment:** This Agreement may be amended by mutual agreement in writing by both parties.

Signature of Manager:

Printed name: Michael Feinstein
Dated: January 9, 2024

Signature of GPUS Representative

Printed name:

Dated:

Attachment: Description of GPUS Elections Database Manager position

Job Description, GPUS Elections Database Manager

The GPUS Elections Database Manager generally has the role and responsibility to manage data entry, publish reports based upon the data, facilitate the development of the GPUS Elections Data Base, and make periodic reports about this work; including by the following:

1. Data Entry and Quality Control

1-1 Enter data about Green Party members running for and serving in elected office in the United States, in keeping with the GPUS definition of a Green candidate and officeholder https://www.gpelections.org/green-party-candidate-office-holder-definition/.

1-2 Complete an audit of the full elections history in the Database; correct errors and work with state parties and past candidates to fill in missing fields of information.

1-3 Conduct research to identify Green candidates and officeholders not otherwise reported by state parties and/or otherwise to the GPUS, especially Greens running in non-partisan elections.

1-4 Update the design of the presidential results section of the Database, and enter all relevant data going back to the

first Green presidential campaign in 1996.

2. Reports on data

2-1 Produce pre- and post-election reports and analysis in a timely manner during each election cycle on the number of Green candidates and officeholders and (in the case of post-election reports) their election results, and share these reports with the National Committee, the Coordinated Campaign Committee, the Media Committee and on social media.

2-2 Provide information to the Media Committee to aid it in issuing press releases on Green candidates, officeholders and election results.

2-3 Update Green elections history summary/analysis/reports currently listed in the pull-down menus of Elections Database and create new reports, including (a) reports comparing annual Green election results and results in general over time (in a variety of categories) and other historical trends; and (b) lists of Green candidate and officeholder successes and milestones. (Examples being existing pages for Green legislative majorities https://www.gpelections.org/greens-in-office/green-legislative-majorities/; Greens who have served in state legislatures https://www.gpelections.org/greens-in-office/greens-in-state-legislatures/; Most year serving in office by a Green https://www.gpelections.org/greens-in-office/most-total-years-holding-office; Youngest Greens elected https://www.gpelections.org/greens-in-office/youngest-greens-elected; and Green Mayors https://www.gpelections.org/green-mayors.

2-4 Implement and administer a system to track the number of Greens holding elected office at any time in U.S. Green history, and produce reports based upon those totals and trends, both in total number of officeholders and the number holding different types of office, including as reported here https://www.gpelections.org/greens-in-office/number-greens-holding-elected-office-history.

2-5 Integrate candidate results from the Elections Database into the GPUS state party Ballot Access histories published on gpelections.org/ballot-status-history, and share this information with the Ballot Access Committee; and update the design for each candidate results page to show if their race helped gain/retain ballot status for the Green Party in their state.

2-6 Produce reports for internal party consumption on the gender, racial and ethnic makeup of Green candidates.

2-7 Provide state parties with exports of information about their state party's candidate history.

2-8 Be granted posting access to the GPUS National Committee Votes List as an Advisor as provided for under GPUS Rules and Procedures Article IX: GPUS National Committee Listserve Protocols, in order to perform duties and responsibilities as provided for in this MOU and Job Description, and to be able to comment upon any proposals before the National Committee regarding the Elections Database.

3. Skills sharing and training

3-1 Create a GPUS Document Elections Database Owners Manual and Video to document the tasks of the Manager and the overall workings of the Database, including documenting which functions are automated and which require manual work (and how to perform those manual functions), so that institutional knowledge of the Database's functionality is passed on by the Manager to the GPUS no latter than the end of the period of this agreement.

3-2 Once a password system has been developed that ensures State Party Database Agents can only enter information about Green Party members running in their own states; train, administer and oversee these State Party Database Agents on how to enter this information, and oversee their data entry for quality control, accuracy and completeness, in keeping with the GPUS definition of a Green candidate and officeholder https://www.gpelections.org/green-party-candidate-officeholder-definition/.

4. Research in conjunction with state parties

4-1 Work with state parties and volunteers in voter registration-by-party-states to train them to conduct their own research to identify Green Party members running in non-partisan races in their states; and administer a stipend program to support this research utilizing funds present in the Special Project entitled "Identifying Green candidates and officeholders for non-partisan local office" or something similar , as well

as any additional funds for this purpose otherwise donated to the GPUS and/or approved in the GPUS Budget. Then on a bi-annual basis

4-1.1 The Manager shall sent a web-based application to the co-chairs (or other such officers) in each State Party based in a voter registration-by-party state, in which it is possible to register Green and have it be counted by the state, seeking the following information:

- which races are non partisan over the ensuing two-year election cycle;
- where information about the candidates running in nonpartisan races can be found, including on governmental websites, League of Women-sponsored sites and others;
- when the filling deadlines are for these elections, and citing links to election codes where applicable,
- how the most current Green voter registration list will be acquired by the state party;
- how the Green voter registration list will be accessed by individuals doing this work,
- whether the Green voter registration list shows when a person registered Green'
- whether the Green voter registration list can be shared with the Manager, in order to promote quality control and be used for follow up research by the Manager
- when the research work can be expected to be completed, the approximate number of hours estimated to complete this work, and how it will be communicated to the Manager, including as much research as is possible with the name of the candidate, the office sought, how many candidates are running for how many seat, a link to the list of candidates, and a link to the candidate website and candidate's social media links;
- If the candidate has run for office before and that information is not contained in the Database, similar information for past

campaigns, including the election results (number of candidates for how many seats, number of votes received, percentage of vote received, place of finish and if elected, for how long did they serve)

- how such research would be accomplished within the state party including possibly dividing it among multiple individuals, and. ,
- how a document will produced that can enable this work in the future, including recording helpful links to where candidate information can be found; and

4-1.2 For each state party that responds, the Manager shall engage them with any follow-up questions as necessary, shall consult with the Finance Committee on a draft stipend plan, and then present it to the state party (with a goal of approximately $15/hour, to a total no more than $300 per state, or a lump sum approximating up to the same for similar work). If and when the state party and the Manager agrees to a Stipend Research Plan under a timeline mutually agreed to, the state party officers shall agree to the plan in writing via an email. Once the work is completed and submitted to the Manager,, the Manager shall send documentation to the GPUS Treasurer that the work has been completed to the satisfaction of the Manager (according to the specifications of the Stipend Research Plan) and the Treasurer shall provide the compensation agreed to under the Plan.

5. Database functionality

5-1 Generally work to achieve the goals described in the Phase I, II and III specifications referenced below

5-2 To bring specific additional functionality to the Database itself, including (i) existing upgrades that were contemplated

during the 2016-2020 period of paid Phase I, II and III work, but were not completed by the Database designer during the 2016-2020 period of paid work, and/or (ii) additional functionalities envisioned in the specifications approved by the National Committee but never added to the contracted 2016-2020 period of paid work; and/or (iii) additional functionalities contemplated in the Job Description herein; the Manager shall

5-2.1 Work on the Database test site and the main site with volunteers, individuals paid by the Elections Database Manager as an-kind contributions to the GPUS and/or individuals paid by the GPUS, in order to effectuate such enhancements, and

5-2.2 Consult with and report on these updates to the GPUS Web Manager, the Coordinated Campaign Committee and Steering Committee.

5.3 Develop a password system that enables that restricts State Party Database Agents to enter information only to enter information for Green Party members running in their states

5.4 Make recommendations to the GPUS Web Manager, Coordinated Campaign Committee and the Steering Committee about potential Phase IV Database upgrades.

5.5 Produce a draft Database Access Protocol for the access and use of Confidential contact information for candidates, and for access to exported data regarding candidate election

results, and submit it for comment to the Coordinated Campaign Committee and the Steering Committee.

6 Accountability

6-1 Report tri-annually to the Coordinated Campaign Committee, in writing and/or at any of its monthly teleconferences, on progress towards achieving the objectives of the MOU (i.e project status reports), allowing for mutual availability and flexibility in agenda-scheduling .

6-2 Report annually to the Steering Committee on progress towards achieving the objectives of the MOU at one of its bi-monthly teleconferences, and/or at another meeting convened specifically for this purpose at a time of mutual agreement.

6-3 Make a project status report (in-person or virtual) to the National Committee about the Database during GPUS Annual National Meetings (ANM) at which the Database Manager is able to attend

6-4 Lead a workshop (in-person or virtual) on the Database during ANMs during the period of this MOU in which the Database Manager is able to attend, and/or make a presentation as part of a Coordinated Campaign Committee-led workshop, and/or a workshop led by the Database Manager.

REFERENCES:

• **MEMO: GPUS Elections Data Base Upgrade Specifications**. Submitted to GPUS Coordinated Campaign Committee by Mike Feinstein, November 20, 2015
https://d3n8a8pro7vhmx.cloudfront.net/greenpartylacounty/pages/1/attachments/original/1613848804/Memo_GPUS_Elections_Data_Base_specs.pdf

• **Proposal for GPUS Elections Database Upgrade, Phase I**. Posted to GPUS National Committee during October 2016 discussion on Proposal #850, that allocated funding to create the new, current GPUS Elections Database.
https://d3n8a8pro7vhmx.cloudfront.net/greenpartylacounty/pages/1/attachments/original/1613849458/GPUS_Elections_Data_Base_Phase_I_Proposal.pdf

• **GPUS 2017 Budget Amendment- Elections Database**
https://d3n8a8pro7vhmx.cloudfront.net/greenpartylacounty/pages/1/attachments/original/1613850008/GPUS_2017_Budget_Amendment%C2%A0-_Elections_Data_Base.pdf

• **Initial MOU and Job Description: Approved July 27, 2021 by the GPUS Steering Committee**, to apply through 45 days after the 2023 GPUS Steering Committee election (see signed copy below); and extended in March 2022 by the Steering Committee to apply through March 31, 2025.
https://www.gpelections.org/wp-content/uploads/2025/01/GPUS-Elections-Data-Base-Manager-MOU.July-27-1.pdf

• **Elections Database Video Reports, 2020 to 2024**. By Mike Feinstein, Elections Database Manager, GPUS
https://www.gpelections.org/elections-database-video-reports/