

FEDERAL ELECTION COMMISSION		
MANUAL OF DIRECTIVES	COMMISSION DIRECTIVE	
	REVOKES: Number 23 Dated June 28, 1979	NO. 23
		EFFECTIVE DATE: June 20, 2007
CONVENTION AND GENERAL ELECTION CERTIFICATION PROCEDURES		

The following procedures set forth the payment mechanism for the Presidential Nominating Conventions entitled to receive payments under 26 U.S.C. Section 9008 and the General Election Campaigns entitled to receive payments under 26 U.S.C. Section 9004.

The time deadline set forth in this Directive, except for any specified by the Commission's regulations, are guidelines for internal use only. They are not legally binding requirements.

National Nominating Convention

To qualify for entitlement, each National Committee (the Committee) must submit to the Commission an application that includes the information outlined in paragraphs (i) through (v) of 11 C.F.R. §9008.3(a)(3) and each Convention Committee must submit a statement or letter agreeing to the conditions outlined in §9008.3(a)(4). Suggested formats for the application and agreements are attached at Appendices 1 and 2 and will be made available on the Commission's website.

Within one (1) business day of submission of the application and agreement to the Commission, the Deputy Assistant Staff Director for Public Financing (DASD) and the Office of General Counsel will concurrently review them for compliance with 11 C.F.R. §9008.3. The DASD will attempt to informally resolve any problems with the Committee. If this cannot be accomplished within five (5) business days of receipt of the agreement, the matter will be presented to the Commission for its next regularly scheduled open meeting with recommendations on how the Committee can be brought into compliance with §9008. If the agreement meets the requirements of the Act and Commission Regulations, the Audit Division will present a report to the Commission within two (2) business days of receipt.

Along with its agreement, the Committee may submit a request to receive all, part or none of the amount to which it is entitled. The Audit Division will process the request for payment along with the application and agreement. The application and letter of agreements may be submitted at any time after June 1 of the calendar year preceding the year in which the Presidential nominating convention is held but no later than the first day of the convention.

The Audit Division and the Office of General Counsel will review any request for payment before the Audit Division forwards it to the Commission for certification. Once the Commission certifies the payment, the DASD will deliver the Commission's certification to the Secretary of the Treasury within one (1) business day. However, no payments may be made before July 1st of the calendar year immediately preceding the year in which the convention is held.

The amount paid to the committees under 26 U.S.C. §9008(b)(1) is \$4,000,000, adjusted by the percentage increase in the consumer price index. The Secretary of Labor sends a letter to the Commission annually certifying the percent increase in the consumer price index for the previous calendar year.

The payment certified to Treasury in the year before the election is calculated using the CPI in the Labor Department letter for the previous year. In February or March of the election year, the CPI from the year prior to the election will be received. At that time, an adjusting payment is certified to Treasury. The committees do not have to request the adjusting payment; it is automatically certified within five (5) business days of the receipt of the CPI change.

In calculating the payment, the CPI is rounded to three (3) decimal places (one tenth of a percent or .1%).

If the committee has not requested the full amount it is entitled to receive, all subsequent requests following the initial request for payment will be processed in the same manner as for the full amount, including certification by the Commission to the Secretary of the Treasury.

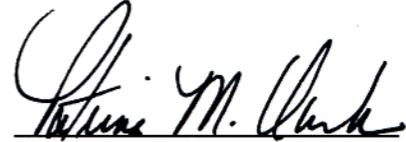
General Election Campaigns

To become eligible to receive payments under 26 U.S.C. §9006(b) the Presidential and Vice Presidential candidates of a political party must agree in a letter signed by the Candidates that they and their authorized committees will comply with conditions set forth in 26 U.S.C. §9003(a) and (b) and 11 C.F.R. §§9003.1(b) and 9003.2. Suggested formats for the agreements and certification are attached at Appendix 3 and will be made available on the Commission's website.

Within one (1) business day of submission of the agreement to the Commission, the DASD and the Office of General Counsel will concurrently review it for compliance with 11 C.F.R. §§9003.1(b) and 9003.2. The DASD will attempt to informally resolve any problems with the Committee. If this cannot be accomplished within five (5) business days of receipt of the agreement, the matter will be presented to the Commission for its next regularly scheduled open meeting with recommendations on how the Committee can be brought into compliance with §9003. If the agreement meets the requirements of the Act and Commission Regulations, the Audit Division will present a report to the

Commission within two (2) business days of receipt that the candidates are eligible to receive a payment under 26 U.S.C. §9006(b), and provides the amount of the payment. Once the Commission certifies the payment, the DASD will deliver the certification to the Secretary of the Treasury within one (1) business day.

This Directive was adopted on June 20, 2007.

A handwritten signature in black ink, appearing to read "Patrina M. Clark", written over a horizontal line.

Patrina M. Clark
Staff Director

Appendix 1
Sample Application for Federal Financing of a Presidential Nominating Convention

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Commissioners:

Pursuant to 11 C.F.R. §9008.3(a)(3), National Committee files this application statement with the Federal Election Commission to qualify for eligibility for public financing of the 2008 Presidential Nominating Convention and provides the following information:

- (1) The name and address of the national committee:
- (2) The name and address of the convention committee and of the officers of that committee:
- (3) The name of the city where the convention is to be held and the approximate date:
- (4) The name, address, and position of the convention committee officers designated by the national committee to sign requests for payments; and
- (5) The name and address of the commercial bank to be used as the depository of the convention committee:

Sincerely,

National Chair,
National Committee

Appendix 2
Sample Letter of Agreement by a Convention Committee

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Commissioners:

The Convention Committee of the National Committee submits this Letter of Agreement with the Federal Election Commission to qualify for entitlement to public financing of the 2008 Presidential Nominating Convention. The Convention Committee elects to receive the full amount of federal funds to which it is entitled under 11 C.F.R. §§9008.4 and 9008.5.

Pursuant to 11 C.F.R. §§9008.3(a)(1) and 9008.3(a)(4), the Convention Committee and the National Committee jointly agree to comply with the following conditions:

The Convention Committee will:

- (1) comply with the applicable expenditure limitation in 11 C.F.R. §9008.8.
- (2) file convention reports as required under 2 U.S.C. §437 and 11 C.F.R. §9008.3(b).
- (3) establish one or more accounts into which all public funds received under 11 C.F.R. §§9008.4 and 9008.5 will be deposited and from which all expenditures for convention expenses will be made. Such accounts will contain only public funds except as provided in 11 C.F.R. §9008.6(a)(3).
- (4) maintain and provide to the Commission all documentation of convention disbursements as required under 11 C.F.R. §9008.10. The Convention Committee has the burden of proving that disbursements by the Convention Committee were for purposes of defraying convention expenses as set forth at 11 C.F.R. §9008.7(a)(4).
- (5) furnish to the Commission any books, records (including bank records for all accounts), a copy of any contract that the National Committee enters into with a host committee or convention city or vendor, a copy of documentation provided by commercial vendors in accordance with 11 C.F.R. §9008.9(b), and any other information that the Commission may request. If the Convention Committee maintains or uses computerized information containing any of the categories of data listed in 11 C.F.R. §9008.10(h)(1) (i) through (iv), the Convention Committee will provide magnetic or optical media containing the computerized information at the times specified in 11 C.F.R. §9008.10(h)(2) that meet the requirements of 11 C.F.R. §§102.9 and 9008.10 (a) and (b). Upon request, documentation explaining the computer system's software capabilities will be provided, and such personnel as are necessary to explain the operation of the computer system's software and the computerized information prepared or maintained by the Convention Committee will also be made available.

(6) permit an audit and examination pursuant to 26 U.S.C. §9008(g) and 11 C.F.R. §9008.11 of all convention expenses; to facilitate such audit by making available office space, records, and such personnel as is necessary for the conduct of the audit and examination; and to pay any amounts required under 26 U.S.C. §9008(h) and 11 C.F.R. §9008.12.

(7) comply with the applicable requirements of 2 U.S.C. 431 *et seq.*, 26 U.S.C. 9008, and the Commission's regulations at 11 C.F.R. parts 100-116 and 9008.

(8) The Convention Committee (or National Committee) will pay any civil penalties included in a conciliation agreement or imposed under 2 U.S.C. §437g.

Sincerely,

National Chair
National Committee

National Chair or CFO
Convention Committee

Appendix 3
Sample Letter of Agreement from Presidential and Vice Presidential Candidates to
Qualify for Public Financing of their General Election Campaign

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Commissioners:

Pursuant to 26 U.S.C §9003 and 11 C.F.R. §9003.1, this Letter Agreement certifies that as the nominees of the National Party for President and Vice President, we and our authorized committees (collectively “we” or “us”) agree to comply with the following provisions set forth in 11 C.F.R. §9003.1(b):

- (1) We have the burden of proving that disbursements made by us are qualified campaign expenses as defined in 11 C.F.R. §9002.11.
- (2) We will comply with the documentation requirements set forth at 11 C.F.R. §9003.5.
- (3) We will provide an explanation, in addition to complying with the documentation requirements, of the connection between any disbursements made by us and the campaign if requested by the Commission.
- (4) We will keep and furnish to the Commission all documentation relating to receipts and disbursements including any books, records (including bank records for all accounts), all documentation required by this subchapter (including those required to be maintained under 11 C.F.R. §9003.5), and other information that the Commission may request. If we maintain or use computerized information containing any of the categories of data listed in 11 C.F.R. §9003.6(a), the committee will provide magnetic or optical media containing the computerized information that meets the requirements of 11 C.F.R. §9003.6(b) at the times specified in 11 C.F.R. §9007.1(b)(1). Upon request, documentation explaining the computer system's software capabilities will be provided, and such personnel as are necessary to explain the operation of the computer system's software and the computerized information prepared or maintained by the committee will also be made available.
- (5) We will obtain and furnish to the Commission upon request all documentation relating to funds received and disbursements made on our behalf by other political committees and organizations associated with us.
- (6) We will permit an audit and examination pursuant to 11 C.F.R. part 9007 of all receipts and disbursements including those made by us and any agent or person authorized to make expenditures on our behalf. We will facilitate the audit by making

available in one central location, office space, records and such personnel as are necessary to conduct the audit and examination, and will pay any amounts required under 11 C.F.R. part 9007.

(7) Pursuant to 11 C.F.R. part 103 and 11 C.F.R. §9005.2 the person listed below is entitled to receive payments from the Fund on our behalf.

Name
Mailing Address
City, State, ZIP

Such funds will be deposited into the listed depository:

Bank Name
Bank Address
City, State, Zip

The account name is: Presidential Committee, 2008

(8) We will comply with the applicable requirements of 2 U.S.C. 431 et seq., 26 U.S.C. 9001 et seq., and the Commission's regulations at 11 C.F.R. parts 100-400, and 9001-9012.

(9) We will pay any civil penalties included in a conciliation agreement or otherwise imposed under 2 U.S.C. §437g.

(10) We agree that any television commercial prepared or distributed by us will contain closed captioning of the oral content of the commercial to be broadcast in line 21 of the vertical blanking interval, or be capable of being viewed by deaf and hearing impaired individuals via any comparable successor technology to line 21 of the vertical blanking interval.

Additionally, pursuant to 26 U.S.C. §9003 and 11 C.F.R. §9003.2, and under penalty of perjury, we certify:

(1) That we have not incurred and will not incur qualified campaign expenses in excess of the aggregate payments to which we will be entitled under 11 C.F.R. part 9004.

(2) That no contributions have been or will be accepted by us except as contributions specifically solicited for, and deposited to, our legal and accounting compliance fund established under 11 C.F.R. §9003.3(a); or except to the extent necessary to make up any deficiency in payments received from the Fund due to the application of 11 C.F.R. §9005.2(b).

(3) That the Presidential and Vice Presidential nominees will not knowingly make expenditures from our personal funds or the personal funds of our immediate family,

in connection with our campaign for the office of President and Vice President of the United States in excess of \$50,000 in the aggregate.

Signed:

Candidate for President

Date

Candidate for Vice President

Date