

PERKINScoie

RECEIVED
FEDERAL ELECTION
COMMISSION
700 13th Street, NW
Suite 600
Washington, D.C. 20005-3960
2017 OCT 23 AM 6:57

T +1.202.654.6200
F +1.202.654.6211
PerkinsCoie.com

October 20, 2017

Marc Erik Elias
MElias@perkinscoie.com
D. +1.202.434.1609
F. +1.202.654.9126

Federal Election Commission
Jeff S. Jordan, Assistant General Counsel
Office of Complaints Examination
and Legal Administration
999 E. Street, NW
Washington, DC 20463

Re: Matter Under Review 7271

Dear Mr. Jordan:

We write as counsel to the Democratic National Committee (the "DNC"), and William Derogough, in his official capacity as Treasurer (together, "Respondents"), in response to the Complaint filed by the Foundation for Accountability & Civic Trust ("Complainant") on August 15, 2017 (the "Complaint"), in the above-referenced matter. Because the Complaint fails to set forth facts that, if true, would constitute a violation by Respondents of the Federal Election Campaign Act of 1971 ("FECA" or "the Act"), as amended, the Federal Election Commission ("FEC" or "Commission") should immediately dismiss the Complaint and close the file.

LEGAL ANALYSIS

The Complaint claims that a DNC consultant, Alexandra Chalupa, solicited and received contributions on its behalf from foreign nationals in the form of research and personal services.¹ The Complaint alleges no facts sufficient to show that Ms. Chalupa acted on behalf of the DNC while seeking help from any foreign national. To the contrary, the news article relied on by the Complaint shows that Ms. Chalupa also represented other clients, first met with the Ukrainian embassy to plan a reception that had nothing to do with the DNC, and had a personal interest in Russian and Ukrainian issues that led her to pursue them after leaving the DNC. Moreover, Ms. Chalupa's agreements with the DNC, which the DNC voluntarily produces with this response, show that her duties did not include the sort of research in which she was supposed to have engaged on its behalf; that she was barred from communicating with the press, as the Complaint suggests she did; and that she was strictly required to comply with the financing restrictions that apply to the DNC, including the prohibition on soliciting, accepting or receiving a foreign national contribution.

¹ See Compl. at ¶¶ 4, 6-12 (reciting reporting published by *Politico*), 28-30; see also 52 U.S.C. § 30121(a) (banning persons from soliciting, accepting or receiving contributions or donations from foreign nationals to a political party committee).

Federal Election Commission
 October 20, 2017
 Page 2

"The Commission may find 'reason to believe' only if a complaint sets forth sufficient specific facts, which, if proven true, would constitute a violation of the [Act]."² "Unwarranted legal conclusions from asserted facts" or "mere speculation" are not accepted as true.³ Finally, a complaint may be dismissed if its allegations are refuted with sufficiently compelling evidence provided in response, or available from public sources.⁴ Because the Complaint does not sufficiently allege that Ms. Chalupa solicited any contribution from any foreign national on behalf of the DNC, and because the evidence shows that the activities alleged by the Complaint would have occurred outside the scope of her DNC consultancy, the Commission should immediately dismiss the Complaint.

I. Ms. Chalupa Did Not Engage in Research Projects with Ukrainian Foreign Nationals on Behalf of the DNC.

While Ms. Chalupa was a DNC consultant, her work involved none of the activities that the Complaint claims to have resulted in prohibited solicitations or contributions.

The DNC retained Ms. Chalupa in 2015 as a part-time, independent contractor exclusively to engage in outreach to American ethnic communities.⁵ The Complaint acknowledges that she had other clients, as well as a personal interest in Russian and Ukrainian affairs.⁶ The DNC engaged Ms. Chalupa to support its Ethnic Council, which is one of its many regional and constituency-based caucuses and councils. These sub-entities play a central role in the DNC's recruitment of volunteers and members, the targeting of communications, and political outreach to constituencies. For instance, caucuses and councils convene roundtables and meetings for members and interested parties, organize events, develop and distribute "tool kits" and other resources, train and identify leaders, and recruit volunteers and other members. The councils and caucuses allow individuals across the country to engage with the DNC on issues that are of importance to them, and enhance the flow of communications and ideas within the Committee.

² FEC Matter Under Review 4960 (Clinton for U.S. Exploratory Committee), Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 1 (Dec. 21, 2000).

³ *Id.*

⁴ *See id.*

⁵ *See* Exhibit A, Political Consulting Agreement between the DNC Services Corporation/Democratic National Committee, effective June 22, 2015. The Committee additionally had previous and subsequent amendment agreements with Ms. Chalupa, which were materially the same. *See* Political Consulting Agreement between the DNC Services Corporation/Democratic National Committee, Mar. 31, 2015; Agreement Between Alexandra Chalupa and DNC Services Corporation, Oct. 8, 2014. Several non-substantive amendments to the 2015 contract were reached by Ms. Chalupa and the Committee. *See* Amendment to 2015 Agreement, Sept. 29, 2015; Mar. 21, 2016; June 30, 2016.

⁶ *See* Attachment to Complaint at 3-4 ("she was also paid by other clients during that time"), 5 ("Both Shulyar and Chalupa said the purpose of their initial meeting was to organize a June reception at the embassy to promote Ukraine"), 8 ("Chalupa left the DNC after the Democratic convention in late July to focus fulltime on her research into Manafort, Trump and Russia").

Federal Election Commission
 October 20, 2017
 Page 3

Besides geographic regional groups, examples of the Committee's councils and caucuses include the Black Caucus, the AAPI Caucus, the Hispanic Caucus, the LGBT Caucus, the Women's Caucus, the Disability Council, the Labor Council, the Native American Council, the Rural Council, the Senior Council, the Small Business Council, the Veterans & Military Families Council and the Youth Council.

The DNC engaged Ms. Chalupa to provide the following services for the Ethnic Council, none of which relate in any way to engaging with foreign governments or developing research:

- Scheduling, organizing and executing "five Ethnic Roundtables."
- Working with state party committees and the DNC to build "State Ethnic Councils across the country."
- Developing and distributing "tool kits" to help states build and operate ethnic councils.
- Helping build lists of leaders for state councils, potential candidates, and media outlets.
- Coordinating with top leaders to publish op-eds.
- Overseeing the development of a database and website for the Ethnic Council.
- Attending a monthly conference call with the Committee and fostering partnerships between the Ethnic Council, other communities (e.g., women, youth, and faith communities), and elected officials.
- Coordinating with the Committee's Finance Department to develop and implement a fundraising strategy "utilizing the Ethnic Council and their networks."⁷

None of these duties involved the sort of research that the Complaint ascribes to Ms. Chalupa. Moreover, while the Complaint alleged that Ms. Chalupa asked the Ukrainian government to arrange an interview with the Ukrainian president on the DNC's behalf, her contract with the DNC strictly barred her from indirect communications with members of the press without the express approval of specified DNC personnel.⁸ Finally, Ms. Chalupa's contract specifically prohibited her from soliciting anything from foreign nationals in the scope of her consultancy.

⁷ *Id.*

⁸ Political Consulting Agreement between the DNC Services Corporation/Democratic National Committee, effective June 22, 2015, § 4(b). The Complaint alleges vaguely that Ms. Chalupa acted "with the DNC's encouragement" in asking embassy staff to arrange a media interview with Ukrainian President Poroshenko. Complaint ¶¶ 23-24. The Complaint does not identify the person at the DNC who was supposed to have done this, or what precisely constituted this "encouragement."

Federal Election Commission
 October 20, 2017
 Page 4

Ms. Chalupa's contract stated that at no time would she, "while acting on behalf of the Committee . . . directly or indirectly [] solicit, direct, transfer, spend or disburse any funds that do not comply with the source prohibitions . . . [or] solicit any funds from sources prohibited under [the] Committee's fundraising policies."⁹ The contract also barred Ms. Chalupa from accepting "anything of value" while she was "acting on behalf of [the] Committee," unless authorized "in advance in a writing by [the] Committee."¹⁰ Thus, the Complaint presents insufficient evidence to allege that Ms. Chalupa solicited or received anything of value on behalf of the DNC, and the contracts present compelling evidence to show that this allegation is false.

Again, the Complaint shows that Ms. Chalupa had clients besides the DNC, and a personal interest in matters involving Paul Manafort, President Trump and the Russian government. The law is clear that, if Ms. Chalupa pursued these matters outside of the scope of her DNC consultancy, no violation by the DNC would result. The Commission has repeatedly recognized that an individual may work for a campaign or party committee, but also engage in other activities on behalf of other organizations or on their own behalf that are simply not attributable to the campaign or party. Commission rules define an "agent" as a person with "actual authority, either express or implied, to . . . solicit, direct, or receive any contribution, donation, or transfer of funds"¹¹ In line with this definition, the Commission has clearly recognized the fundamental principle of agency law that a person's authority to act on behalf of another is constrained by the scope of authority granted by the principal, specifically to instances where actual authority is granted, whether express or implied.¹² In other words, a "principal can only be held liable for the action of an agent when the agent is acting on behalf of the principal, *and not when the agent is acting on behalf of other organizations or individuals . . . it is not enough that there is some relationship or contact between the principal and agent.*"¹³ Thus, the regulations on prohibited "soft money" fundraising only apply to agents when they are "acting on behalf of a Federal candidate or individual holding Federal office."¹⁴ And, the Commission allows individuals to establish agency relationships with multiple principals, thus permitting individuals to "wear multiple hats."¹⁵

⁹ *Id.* § 8.

¹⁰ *Id.* § 20.

¹¹ 11 C.F.R. § 300.2(b); *see also* FEC Adv. Op. 2015-09 (Senate Majority PAC).

¹² 11 C.F.R. § 300.2(b); *see also* 71 Fed. Reg. 4975-76 (Jan. 31, 2006) (rejecting inclusion of "apparent authority," in "agency" definition, as it could "expose principals to liability based solely on the actions of a rogue or misguided volunteer"); *id.* at 4978 ("A master is subject to liability for the torts of his servant committed while acting in the scope of their employment") (quoting Agency Restatement 219(1)).

¹³ 71 Fed. Reg. at 4978 n.6 (citing 67 Fed. Reg. 49083) (emphasis added).

¹⁴ 11 C.F.R. § 300.60(c); FEC Adv. Op. 2007-05 (Iverson). The Commission emphasized this point in defining the term "agent," stating that candidates may only be liable for their agents' soft money solicitations when agents are acting on behalf of their principal. 71 Fed. Reg. at 4978 n.6.

¹⁵ 71 Fed. Reg. at 4979; *see also* FEC Adv. Op. 2007-05 (Iverson) (chief of staff is agent for official duties and is not a fundraising agent, as he received no express instruction and did not observe conduct indicating authorization).

Federal Election Commission
 October 20, 2017
 Page 5

The DNC would not have committed any violation if Ms. Chalupa had interacted with the Ukrainian embassy on her own behalf regarding the Trump campaign, just as it did not when she met "to organize a June reception at the embassy to promote Ukraine."¹⁶ The activities described by the Complaint were beyond the scope of her engagement and were specifically prohibited by contract.

Finally, while the Complaint relies on a lone news article for its allegations, other sources contradict this account. For instance, the Committee's research director, Lauren Dillon, denied that the Committee had any contact with foreign governments; she said, "I've been director of research at the DNC for four years and had zero contact with foreign governments."¹⁷ The Ukrainian Government likewise stated that it "has never coordinated with the DNC on opposition research."¹⁸ Ms. Chalupa herself has repeatedly stated that she "was not an opposition researcher for the DNC, and the DNC never asked [her] to go to the Ukrainian Embassy to collect information."¹⁹ Oksana Shuylar, aide to Ukraine's ambassador to the United States, Valeriy Chaly, stated that her interactions with Ms. Chalupa "didn't involve the campaign."²⁰ And, even Andrii Telizhenko, who has contradicted Shuylar's account of events, did not state that he or anyone employed by the Embassy of Ukraine had any involvement with the Committee.²¹

Thus, the Complaint fails to present sufficient facts to show that Ms. Chalupa solicited or received anything from Ukraine or its citizens on behalf of the DNC. To the contrary, the documents controlling her DNC consultancy and the other facts on the public record show strongly that she neither solicited nor received any prohibited contribution on the DNC's behalf.

II. The Complaint Provides No Evidence Indicating That Ms. Chalupa Solicited Any Contribution At All

A brief, unquoted phrase in the *Politico* article cited in the Complaint states that, "with the DNC's encouragement, Chalupa asked embassy staff to try to arrange an interview in which [Ukrainian President Petro Minister] Poroshenko might discuss Manafort's ties to [former Ukrainian President Viktor] Yanukovich."²² Yet even if Ms. Chalupa had done this on the

¹⁶ Complaint Attachment at 5.

¹⁷ Dan Merica, *Former DNC contractor denies working with Ukrainian officials on anti-Trump research*, CNN, July 14, 2017, <http://www.cnn.com/2017/07/14/politics/dnc-contractor-ukraine-alexandra-chalupa-trump/index.html>.

¹⁸ *Id.*

¹⁹ Michelle Ye Hee Lee, *The White House's facile comparison of the Trump-Russia and Clinton-Ukraine stories*, Wash. Post, July 25, 2017, https://www.washingtonpost.com/news/fact-checker/wp/2017/07/25/the-white-houses-facile-comparison-of-the-trump-russia-and-clinton-ukraine-stories/?utm_term=.240086073444.

²⁰ See Kenneth P. Vogel and David Stern, *Ukrainian efforts to sabotage Trump backfire*, Politico, Jan. 11, 2017, <http://www.politico.com/story/2017/01/ukraine-sabotage-trump-backfire-233446>.

²¹ *See id.*

²² See Kenneth P. Vogel and David Stern, *Ukrainian efforts to sabotage Trump backfire*, Politico, Jan. 11, 2017, <http://www.politico.com/story/2017/01/ukraine-sabotage-trump-backfire-233446>.

Federal Election Commission
 October 20, 2017
 Page 6

DNC's behalf, simply submitting a question about a press conference, is not "something of value" that amounts to a "contribution" under the Act.

The Act defines "contribution" as "any gift ... of money or anything of value made by any person for the purpose of influencing any election for Federal office."²³ "Anything of value" encompasses in-kind contributions, goods or services provided to a political committee without charge or at a charge that is less than the usual and normal charge.²⁴ "Usual and normal charge" is defined as the price of goods in the market from which they ordinarily would have been purchased at the time of the contribution, or the commercially reasonable rate prevailing at the time the services were rendered.²⁵ While the definition of "contribution" is broad, the Commission has specifically recognized that simply talking to a foreign national is not automatically a contribution in and of itself. In Advisory Opinion 2007-22, the Commission advised a candidate about items he would need to pay for in order to accept them from foreign nationals without taking a contribution; one of the activities that the Commission approved of without payment was "[c]onsulting with Canadian citizens" to learn about their election activities.²⁶ Thus, even if Ms. Chalupa had been acting on behalf of the DNC, and even if she did precisely what the Complaint alleges, simply requesting an interview, or asking that a question be asked at an interview is not a "good or service" that would amount to an in-kind contribution.

Finally, the Complaint's claim that Ms. Chalupa emailed DNC staff to tell them that she "had additional sensitive information about Manafort that she intended to share offline" does not support finding the solicitation or receipt of a foreign national contribution. The article does not establish the source of this "sensitive information"—whether it came from a foreign national, a domestic source, or the public domain—or even whether the Committee ultimately received the information at all. Nor does the article provide any basis to conclude that the Committee solicited the information or directed Ms. Chalupa to obtain it.²⁷ Thus, the Complaint fails to show the solicitation or receipt of any contribution by or through Ms. Chalupa.

CONCLUSION

Respondents respectfully request the Commission promptly find no reason to believe any violation occurred, dismiss the matter and close the file.

²³ 52 U.S.C. § 30101(8)(A)(i).

²⁴ 11 C.F.R. § 100.52(d)(2).

²⁵ *Id.*

²⁶ FEC Advisory Opinion 2007-22 (Dec. 3, 2007).

²⁷ In addition, the reported email was part of a leak of documents whose veracity has not been confirmed.

Federal Election Commission
October 20, 2017
Page 7

We appreciate the Commission's consideration of this response.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marc Erik Elias", with a long, sweeping flourish extending to the right.

Marc Erik Elias
Graham M. Wilson
David J. Lazarus
Counsel to Democratic National Committee

EXHIBIT A

POLITICAL CONSULTING AGREEMENT

AGREEMENT between ALEXANDRA CHALUPA ("Consultant") and DNC Services Corporation/Democratic National Committee ("Committee"). Committee and Consultant shall sometimes be referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

(a) Perform consulting services related to outreach in the Ethnic Community including:

- Scheduling, **organizing** and executing five Ethnic Roundtables across the country with the DNC CEO (including but not limited to IL, OH, PA, MI and NJ).
- Work with state parties and necessary DNC Departments to build State Ethnic Councils across the country. This work should be coordinated with leaders in the ethnic community to build off the program in 2014 and establish key coalitions of leaders and electeds in each state.
- Develop and distribute a 'State Tool Kit' to serve as a guide on how states should build and operate councils.
- List Building: In addition to list-building of leaders in those targeted states, the overall national list should be developed. Targeting key leaders across the country to build stronger councils and coalitions and to build the bench of potential candidates. Development of state-specific ethnic media lists, identifying 10 Ethnic Leaders

across the 20+ identified ethnic groups and building a structure within each council of strong grassroots organizers.

- Work to identify top ethnic leaders and coordinating with them to write Op-Eds around June's immigration heritage month and other initiatives as defined by the DNC.
- Overseeing the volunteer development of a database and new NDECC website. Liaisoning with the DNC Technology & Digital Departments to produce content on both the website and social media.
- Coordination of monthly conference calls with DNC Ethnic Coordinating Council to manage deliverables.
- Coordinating with Political Department to update the National Calendar.
- Working with DNC Community Engagement Department to do outreach and foster partnerships with the women's, youth and faith communities among the Ethnic Council.
- Working with Members of Congress and identifying top Ethnic Congressional Caucuses and compiling contact information.
- Working with the DNC Finance Department to develop and implement a fundraising strategy utilizing the Ethnic Council and their networks.

and

(b) Perform such other services that Committee may, from time to time, request.

Consultant further agrees that it will use its best efforts during the performance of such consulting services to promote the interests of Committee and to devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services. Consultant shall perform the consulting services in an efficient, expeditious, professional and skillful manner.

Consultant shall be responsible, at its own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the consulting services to

be performed by Consultant during the term of the Agreement, including, but not limited to, any such requirements imposed upon Committee with respect to the consulting services.

2. TERM OF AGREEMENT AND TERMINATION

(a) The term of this Agreement shall commence as of **July 1, 2015**, and shall terminate on the earliest of the following: (1) **September 30, 2015**; (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

(b) Committee may terminate this Agreement at any time without cause and without penalty on ten (10) days' prior written notice, in which case Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a). Consultant expressly waives any right to suspend its performance under, or terminate, this Agreement with or without cause, except for Committee's breach of the payment provisions of this Agreement, in which case Consultant may terminate this agreement on ten (10) days' prior written notice. In the event of any termination by Consultant for Committee's breach of the payment provisions of this Agreement, Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a).

3. COMPENSATION

2.1. (a) Rate of Compensation. Consultant shall receive as compensation a fee of **\$5,000.00 per month**, due upon the execution of this contract, which parties mutually agree is full and fair consideration for the goods and/or services rendered under this Agreement. On or before the 10th day of each covered month, Consultant shall submit an invoice setting forth and including an itemization of Consultants monthly fee, as well as any expenses incurred during the previous month. Receipts must be attached for all expenses. Committee will pay each such invoice within 30 days of receiving it.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the

services described in Section 1 above, including telephone, fax, Internet connection, computer paper, printer ink, etc. Committee shall be responsible for any extraordinary expenses, including airline or train tickets, rental car charges, and hotel costs. Consultant shall obtain the prior approval of Committee before incurring any extraordinary expenses in excess of \$250.

4. COORDINATION.

(a) Coordination with Committee. Consultant shall coordinate all activities as instructed by permanent staff of Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement shall terminate, authorized to communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by Consultant under this Agreement, or any knowledge or information relating to the business of Committee obtained as a result of the services performed by Consultant under this Agreement, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Executive Director or Press Secretary to grant such approval. Without limiting the above obligations, Consultant may not agree to do an interview on behalf of Committee with any member of the press, including representatives of both print and electronic media, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Chief Executive Officer or Press Secretary to grant such approval. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to Committee's permanent staff.

5. WRITTEN MATERIALS. Consultant shall provide Committee the opportunity to review all written materials to be distributed on Committee's behalf. Consultant agrees that Committee maintains final decision-making authority over the content of these written materials.

6. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Consultant may not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for

what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or other persons employed or designated by Committee) any Confidential Information.

(b) The term Confidential Information shall include knowledge or information of any type whatsoever acquired by Consultant in the course of providing services to Committee, including (but not limited to) knowledge or information relating to the plans, strategies, business or activities of Committee, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant. The term Confidential Information includes all originals, recorded, and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) Consultant agrees that the terms and conditions of this Agreement and all work performed by Consultant hereunder shall be treated by Consultant in the strictest confidence and shall not be disclosed to anyone other than persons authorized by Committee to receive such information. Consultant shall refer promptly all queries from third parties, including the press, regarding Committee, in whatever form or circumstances they are made, to Committee.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Consultant notifies Committee, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Committee a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Committee, regardless of the

form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

7. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, all documents and services, including personal services, necessary to assist Committee in connection with any audit, inquiry or investigation of Committee by the Federal Election Commission or by any other government agency or in connection with any matter relating to compliance by Committee with the federal or state election laws and/or regulations implementing them, relating to Consultant's services under this Agreement.

8. SOFT MONEY RESTRICTIONS. While acting on behalf of Committee, Consultant understands that Consultant shall not, directly or indirectly, solicit, direct, transfer, spend or disburse any funds that do not comply with the source prohibitions and amount limitations of the Act, nor shall Consultant solicit any funds from sources prohibited under Committee's fundraising policies, including but not limited to currently registered federal lobbyists, political action committees, registered foreign agents, or minors under the age of 16. While acting on behalf of Committee, Consultant shall not solicit any funds for any other entity without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

9. OTHER CONSULTING SERVICES. Committee and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

(a) Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to Committee pursuant to this Agreement.

(b) While performing consulting work for other individuals or entities, Consultant has no authority, actual or apparent, to act on behalf of Committee and shall not be an agent of Committee. While performing consulting work for other individuals or entities, Consultant may not hold itself out or otherwise represent itself as an agent of Committee.

(c) In performing consulting work for other individuals or entities, Consultant shall observe in full the confidentiality requirements set forth in Section 7 of this Agreement.

(d) Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of Committee.

(e) Consultant shall not use any Committee resources in connection with its work for any other client.

(f) In providing services to its other clients:

(i) Consultant may not use or convey any information about the plans, projects, activities, or needs of Committee.

(ii) Consultant may not use or convey any information used previously by Consultant in providing services to Committee.

(g) Notwithstanding the restrictions set forth in sub-section (g) of this Section, nothing shall prevent Consultant from using or conveying information obtained from a publicly available source, in providing services to its other clients.

(h) Consultant may not perform services for candidates or groups that oppose the Democratic Party in any political campaign without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

(i) Consultant may not advocate the interests of other clients to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members. Consultant may not represent to other clients that Consultant will advocate its interests to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members.

10. BREACH BY CONSULTANT. Each Party recognizes that the consulting services to be rendered under this Agreement by Consultant are special, unique and extraordinary in character, and that in the event of breach by Consultant of the terms and conditions of this Agreement to be performed by Consultant, Committee shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to obtain an injunction restraining Consultant from committing or

continuing any violation of this Agreement (including, without limitation, the provisions of Section 6), or to enforce the specific performance of this Agreement by Consultant.

11. INDEMNIFICATION. Consultant agrees to indemnify and hold harmless Committee against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of (a) any claim of action arising from any services performed by Consultant pursuant to this Agreement, or (b) Consultant's breach of any of the representations, warranties or covenants set forth in this Agreement.

12. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Committee, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Committee and Consultant. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.

13. OWNERSHIP OF WORK PRODUCT. All work product, files, donor lists, constituent lists, or any campaign lists, documents, artwork, computer records, and other materials produced or obtained by Consultant in furtherance of work performed for Committee become and remain the exclusive property of Committee. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all such materials to Committee.

14. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Committee hereunder shall be binding upon and run in favor of the assigns of Committee. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Committee shall have no further liability for payments hereunder.

15. USE OF SUB-CONTRACTORS. Except as otherwise approved in advance in a writing by Committee, all consulting services to be provided pursuant to this Agreement shall be performed on behalf of Committee by Consultant or Consultant's employees. Consultant is not permitted to hire or utilize subcontractors

to provide services pursuant to this Agreement unless such subcontractor is specifically approved in writing by the Chief Executive Officer or his designee.

16. MAINTENANCE OF RECORDS. Consultant shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Consultant's industry, except as Consultant may be otherwise directed by Committee.

(a) All books and records maintained by Consultant pursuant to this Agreement shall be open at all times for inspection and copying by Committee for a period up to 24 months after expiration or termination of this Agreement. Such books and records shall be maintained separately from the records and files of any other client of Consultant.

(b) Consultant shall maintain its books and records on a contemporaneous basis. Material failure to maintain books and records in the fashion required by this Agreement shall be deemed to be negligence by Consultant if, after demand by Committee, Consultant shall fail to promptly correct the deficiency. Consultant shall indemnify Committee for any additional costs incurred by Committee in reviewing, updating, supplementing or otherwise correcting the books and records of Consultant in connection with any breach of its obligation under this Section 16, if, after demand by Committee, Consultant shall fail to promptly correct the breach.

(c) Consultant shall maintain a complete record of all contracts or other agreements for the work relating to services rendered pursuant to this Agreement, including, but not limited to, payments made pursuant to those contracts, subcontracts and agreements, the identity of the recipients of such payments, the amounts of such payments, and the date of such payments.

17. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

18. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the Parties relating to the subject matter herein addressed.

19. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to:

Alexandra Chalupa
 [REDACTED]
 Washington, DC 20008

and in the case of Committee, to it at its offices at:

Democratic National Committee
 Attn: Chief Operating Officer
 430 South Capitol Street, SE
 Washington, DC 20003;

or such other address as shall have been specified in writing by either Party to the other.

20. ACCEPTANCE OF GIFTS. While acting on behalf of Committee, Consultant may not accept anything of value from any individual or party other than Committee, except as otherwise approved in advance in a writing by Committee, unless Consultant pays full fair market value for that good or service. For purposes of this Section 20, "anything of value" means anything that the giver gives to Consultant for which Consultant would ordinarily have to pay, and includes travel expenses. It does not include food or refreshments provided at an ordinary course business meeting.


21. SURVIVAL. The rights and obligations of the Parties under Sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20, and 21 any accrued obligations, including accrued payment or reimbursement obligations pursuant to Section 3, will survive expiration or termination of this Agreement by either Party for any reason. All other rights and obligations will not survive termination or expiration.

IN WITNESS WHEREOF, Committee and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

DNC SERVICES CORPORATION

By: Lindsey Reynolds, CCO

Date: June 22, 2015



SSN: 

By: Alexandra Chalupa

Date: June 17, 2015


Email: alexchalupe@dnc.com
Tel: 
Cell: 



POLITICAL CONSULTING AGREEMENT

AGREEMENT between **ALEXANDRA CHALUPA** ("Consultant") and DNC Services Corporation/Democratic National Committee ("Committee"). Committee and Consultant shall sometimes be referred to herein collectively as the "Parties" and individually as a "Party."

W I T N E S S E T H :

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

- (a) Perform consulting services related to outreach in the Ethnic Community including:
- Scheduling, organizing and executing five Ethnic Roundtables across the country with the DNC CEO (including but not limited to IL, OH, PA, MI and NJ).
 - Work with state parties and necessary DNC Departments to build State Ethnic Councils across the country. This work should be coordinated with leaders in the ethnic community to build off the program in 2014 and establish key coalitions of leaders and electeds in each state.
 - Develop and distribute a 'State Tool Kit' to serve as a guide on how states should build and operate councils.
 - List Building: In addition to list-building of leaders in those targeted states, the overall national list should be developed. Targeting key leaders across the country to build stronger councils and coalitions and to build the bench of potential candidates. Development of state-specific ethnic media lists, identifying 10 Ethnic Leaders



across the 20+ identified ethnic groups and building a structure within each council of strong grassroots organizers.

- Work to identify top ethnic leaders and coordinating with them to write Op-Eds around June's immigration heritage month and other initiatives as defined by the DNC.
- Overseeing the volunteer development of a database and new NDECC website. Liaisoning with the DNC Technology & Digital Departments to produce content on both the website and social media.
- Coordination of monthly conference calls with DNC Ethnic Coordinating Council to manage deliverables.
- Coordinating with Political Department to update the National Calendar.
- Working with DNC Community Engagement Department to do outreach and foster partnerships with the women's, youth and faith communities among the Ethnic Council.
- Working with Members of Congress and identifying top Ethnic Congressional Caucuses and compiling contact information.
- Working with the DNC Finance Department to develop and implement a fundraising strategy utilizing the Ethnic Council and their networks.

and

(b) Perform such other services that Committee may, from time to time, request.

Consultant further agrees that it will use its best efforts during the performance of such consulting services to promote the interests of Committee and to devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services. Consultant shall perform the consulting services in an efficient, expeditious, professional and skillful manner.

Consultant shall be responsible, at its own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the consulting services to

be performed by Consultant during the term of the Agreement, including, but not limited to, any such requirements imposed upon Committee with respect to the consulting services.

2. TERM OF AGREEMENT AND TERMINATION

(a) The term of this Agreement shall commence as of **April 1, 2015**, and shall terminate on the earliest of the following: (1) **June 30, 2015**; (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

(b) Committee may terminate this Agreement at any time without cause and without penalty on ten (10) days' prior written notice, in which case Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a). Consultant expressly waives any right to suspend its performance under, or terminate, this Agreement with or without cause, except for Committee's breach of the payment provisions of this Agreement, in which case Consultant may terminate this agreement on ten (10) days' prior written notice. In the event of any termination by Consultant for Committee's breach of the payment provisions of this Agreement, Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a).

3. COMPENSATION.

2.1. (a) Rate of Compensation. Consultant shall receive as compensation a fee of **\$5,000.00 per month**, due upon the execution of this contract, which parties mutually agree is full and fair consideration for the goods and/or services rendered under this Agreement. On or before the 10th day of each covered month, Consultant shall submit an invoice setting forth and including an itemization of Consultants monthly fee, as well as any expenses incurred during the previous month. Receipts must be attached for all expenses. Committee will pay each such invoice within 30 days of receiving it.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the

services described in Section 1 above, including telephone, fax, Internet connection, computer paper, printer ink, etc. Committee shall be responsible for any extraordinary expenses, including airline or train tickets, rental car charges, and hotel costs; Consultant shall obtain the prior approval of Committee before incurring any extraordinary expenses in excess of \$250.

4. COORDINATION.

(a) Coordination with Committee. Consultant shall coordinate all activities as instructed by permanent staff of Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement shall terminate, authorized to communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by Consultant under this Agreement, or any knowledge or information relating to the business of Committee obtained as a result of the services performed by Consultant under this Agreement, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Executive Director or Press Secretary to grant such approval. Without limiting the above obligations, Consultant may not agree to do an interview on behalf of Committee with any member of the press, including representatives of both print and electronic media, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Chief Executive Officer or Press Secretary to grant such approval. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to Committee's permanent staff.

5. WRITTEN MATERIALS. Consultant shall provide Committee the opportunity to review all written materials to be distributed on Committee's behalf. Consultant agrees that Committee maintains final decision-making authority over the content of these written materials.

6. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Consultant may not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for

what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or other persons employed or designated by Committee) any Confidential Information.

(b) The term Confidential Information shall include knowledge or information of any type whatsoever acquired by Consultant in the course of providing services to Committee, including (but not limited to) knowledge or information relating to the plans, strategies, business or activities of Committee, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant. The term Confidential Information includes all originals, recorded, and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) Consultant agrees that the terms and conditions of this Agreement and all work performed by Consultant hereunder shall be treated by Consultant in the strictest confidence and shall not be disclosed to anyone other than persons authorized by Committee to receive such information. Consultant shall refer promptly all queries from third parties, including the press, regarding Committee, in whatever form or circumstances they are made, to Committee.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Consultant notifies Committee, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Committee a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Committee, regardless of the

form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

7. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, all documents and services, including personal services, necessary to assist Committee in connection with any audit, inquiry or investigation of Committee by the Federal Election Commission or by any other government agency or in connection with any matter relating to compliance by Committee with the federal or state election laws and/or regulations implementing them, relating to Consultant's services under this Agreement.

8. SOFT MONEY RESTRICTIONS. While acting on behalf of Committee, Consultant understands that Consultant shall not, directly or indirectly, solicit, direct, transfer, spend or disburse any funds that do not comply with the source prohibitions and amount limitations of the Act, nor shall Consultant solicit any funds from sources prohibited under Committee's fundraising policies, including but not limited to currently registered federal lobbyists, political action committees, registered foreign agents, or minors under the age of 16. While acting on behalf of Committee, Consultant shall not solicit any funds for any other entity without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

9. OTHER CONSULTING SERVICES. Committee and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

(a) Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to Committee pursuant to this Agreement.

(b) While performing consulting work for other individuals or entities, Consultant has no authority, actual or apparent, to act on behalf of Committee and shall not be an agent of Committee. While performing consulting work for other individuals or entities, Consultant may not hold itself out or otherwise represent itself as an agent of Committee.

(c) In performing consulting work for other individuals or entities, Consultant shall observe in full the confidentiality requirements set forth in Section 7 of this Agreement.

(d) Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of Committee.

(e) Consultant shall not use any Committee resources in connection with its work for any other client.

(f) In providing services to its other clients:

(i) Consultant may not use or convey any information about the plans, projects, activities, or needs of Committee.

(ii) Consultant may not use or convey any information used previously by Consultant in providing services to Committee.

(g) Notwithstanding the restrictions set forth in sub-section (g) of this Section, nothing shall prevent Consultant from using or conveying information obtained from a publicly available source, in providing services to its other clients.

(h) Consultant may not perform services for candidates or groups that oppose the Democratic Party in any political campaign without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

(i) Consultant may not advocate the interests of other clients to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members. Consultant may not represent to other clients that Consultant will advocate its interests to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members.

10. **BREACH BY CONSULTANT.** Each Party recognizes that the consulting services to be rendered under this Agreement by Consultant are special, unique and extraordinary in character, and that in the event of breach by Consultant of the terms and conditions of this Agreement to be performed by Consultant, Committee shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to obtain an injunction restraining Consultant from committing or

continuing any violation of this Agreement (including, without limitation, the provisions of Section 6), or to enforce the specific performance of this Agreement by Consultant.

11. INDEMNIFICATION. Consultant agrees to indemnify and hold harmless Committee against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of (a) any claim of action arising from any services performed by Consultant pursuant to this Agreement, or (b) Consultant's breach of any of the representations, warranties or covenants set forth in this Agreement.

12. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Committee, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Committee and Consultant. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.

13. OWNERSHIP OF WORK PRODUCT. All work product, files, donor lists, constituent lists, or any campaign lists, documents, artwork, computer records, and other materials produced or obtained by Consultant in furtherance of work performed for Committee become and remain the exclusive property of Committee. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all such materials to Committee.

14. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Committee hereunder shall be binding upon and run in favor of the assigns of Committee. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Committee shall have no further liability for payments hereunder.

15. USE OF SUB-CONTRACTORS. Except as otherwise approved in advance in a writing by Committee, all consulting services to be provided pursuant to this Agreement shall be performed on behalf of Committee by Consultant or Consultant's employees. Consultant is not permitted to hire or utilize subcontractors

to provide services pursuant to this Agreement unless such subcontractor is specifically approved in writing by the Chief Executive Officer or his designee.

16. MAINTENANCE OF RECORDS. Consultant shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Consultant's industry, except as Consultant may be otherwise directed by Committee.

(a) All books and records maintained by Consultant pursuant to this Agreement shall be open at all times for inspection and copying by Committee for a period up to 24 months after expiration or termination of this Agreement. Such books and records shall be maintained separately from the records and files of any other client of Consultant.

(b) Consultant shall maintain its books and records on a contemporaneous basis. Material failure to maintain books and records in the fashion required by this Agreement shall be deemed to be negligence by Consultant if, after demand by Committee, Consultant shall fail to promptly correct the deficiency. Consultant shall indemnify Committee for any additional costs incurred by Committee in reviewing, updating, supplementing or otherwise correcting the books and records of Consultant in connection with any breach of its obligation under this Section 16, if, after demand by Committee, Consultant shall fail to promptly correct the breach.

(c) Consultant shall maintain a complete record of all contracts or other agreements for the work relating to services rendered pursuant to this Agreement, including, but not limited to, payments made pursuant to those contracts, subcontracts and agreements, the identity of the recipients of such payments, the amounts of such payments, and the date of such payments.

17. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

18. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the Parties relating to the subject matter herein addressed.

19. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to:

Alexandra Chalupa


Washington, DC 20008

and in the case of Committee, to it at its offices at:

Democratic National Committee
 Attn: Chief Operating Officer
 430 South Capitol Street, SE
 Washington, DC 20003;

or such other address as shall have been specified in writing by either Party to the other.

20. ACCEPTANCE OF GIFTS. While acting on behalf of Committee, Consultant may not accept anything of value from any individual or party other than Committee, except as otherwise approved in advance in a writing by Committee, unless Consultant pays full fair market value for that good or service. For purposes of this Section 20, "anything of value" means anything that the giver gives to Consultant for which Consultant would ordinarily have to pay, and includes travel expenses. It does not include food or refreshments provided at an ordinary course business meeting.


21. SURVIVAL. The rights and obligations of the Parties under Sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20, and 21 any accrued obligations, including accrued payment or reimbursement obligations pursuant to Section 3, will survive expiration or termination of this Agreement by either Party for any reason. All other rights and obligations will not survive termination or expiration.


IN WITNESS WHEREOF, Committee and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

DNC SERVICES CORPORATION


By: Lindsey Reynolds, COO

Date: 02/31/2015



SSN: 
By: Alexandra Chalupa

Date: March 31, 2015


Email: _____
Tel: _____
Cell: _____



POLITICAL CONSULTING AGREEMENT

AGREEMENT between **ALEXANDRA CHALUPA** ("Consultant") and DNC Services Corporation/Democratic National Committee ("Committee"). Committee and Consultant shall sometimes be referred to herein collectively as the "Parties" and individually as a "Party."

W I T N E S S E T H :

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

(a) Perform consulting services related to outreach in the Ethnic Community including:

- Conference call follow up to scheduled roundtables (Chicago & Philly)
- Schedule and execute a conference call with MI community (in lieu of rescheduling roundtable)
- Place a minimum of 3 op-eds/press releases in specific communities papers to mobilize Ethnic
- Work with Maureen Garde and Pratt Wiley to engage "IWillVote" & "CommittoVote" via new media

and

(b) Perform such other services that Committee may, from time to time, request.

Consultant further agrees that it will use its best efforts during the performance of such consulting services to promote the interests of Committee and to



devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services. Consultant shall perform the consulting services in an efficient, expeditious, professional and skillful manner.

Consultant shall be responsible, at its own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the consulting services to be performed by Consultant during the term of the Agreement, including, but not limited to, any such requirements imposed upon Committee with respect to the consulting services.

2. TERM OF AGREEMENT AND TERMINATION

(a) The term of this Agreement shall commence as of **October 2, 2014**, and shall terminate on the earliest of the following: (1) **November 4, 2014**; (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

(b) Committee may terminate this Agreement at any time without cause and without penalty on ten (10) days' prior written notice, in which case Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a). Consultant expressly waives any right to suspend its performance under, or terminate, this Agreement with or without cause, except for Committee's breach of the payment provisions of this Agreement, in which case Consultant may terminate this agreement on ten (10) days' prior written notice. In the event of any termination by Consultant for Committee's breach of the payment provisions of this Agreement, Committee's sole liability and Consultant's exclusive remedy is limited to reimbursement of costs and expenses incurred prior to the date of termination in accordance with Section 3(b), and payment of the compensation earned by Consultant in accordance with Section 3(a).

3. COMPENSATION.

2.1. (a) Rate of Compensation. Consultant shall receive as compensation a fee of **\$3,500.00**, due upon the execution of this contract, which parties mutually agree is full and fair consideration for the goods and/or services rendered under this Agreement. On or before the 10th day of each covered month,

Consultant shall submit an invoice setting forth and including an itemization of Consultants monthly fee, as well as any expenses incurred during the previous month. Receipts must be attached for all expenses. Committee will pay each such invoice within 30 days of receiving it.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the services described in Section 1 above, including telephone, fax, Internet connection, computer paper, printer ink, etc. Committee shall be responsible for any extraordinary expenses, including airline or train tickets, rental car charges, and hotel costs; Consultant shall obtain the prior approval of Committee before incurring any extraordinary expenses in excess of \$250.

4. COORDINATION.

(a) Coordination with Committee. Consultant shall coordinate all activities as instructed by permanent staff of Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement shall terminate, authorized to communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by Consultant under this Agreement, or any knowledge or information relating to the business of Committee obtained as a result of the services performed by Consultant under this Agreement, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Executive Director or Press Secretary to grant such approval. Without limiting the above obligations, Consultant may not agree to do an interview on behalf of Committee with any member of the press, including representatives of both print and electronic media, without the express prior approval of Committee's Chief Executive Officer, Committee's Press Secretary, or permanent staff designated by the Chief Executive Officer or Press Secretary to grant such approval. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to Committee's permanent staff.

5. WRITTEN MATERIALS. Consultant shall provide Committee the opportunity to review all written materials to be distributed on Committee's behalf. Consultant agrees that Committee maintains final decision-making authority over the content of these written materials.

6. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Consultant may not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Committee or other persons employed or designated by Committee) any Confidential Information.

(b) The term Confidential Information shall include knowledge or information of any type whatsoever acquired by Consultant in the course of providing services to Committee, including (but not limited to) knowledge or information relating to the plans, strategies, business or activities of Committee, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant. The term Confidential Information includes all originals, recorded, and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) Consultant agrees that the terms and conditions of this Agreement and all work performed by Consultant hereunder shall be treated by Consultant in the strictest confidence and shall not be disclosed to anyone other than persons authorized by Committee to receive such information. Consultant shall refer promptly all queries from third parties, including the press, regarding Committee, in whatever form or circumstances they are made, to Committee.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other

lawfully compelled disclosure, provided that Consultant notifies Committee, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Committee a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Committee, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

7. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, all documents and services, including personal services, necessary to assist Committee in connection with any audit, inquiry or investigation of Committee by the Federal Election Commission or by any other government agency or in connection with any matter relating to compliance by Committee with the federal or state election laws and/or regulations implementing them, relating to Consultant's services under this Agreement.

8. SOFT MONEY RESTRICTIONS. While acting on behalf of Committee, Consultant understands that Consultant shall not, directly or indirectly, solicit, direct, transfer, spend or disburse any funds that do not comply with the source prohibitions and amount limitations of the Act, nor shall Consultant solicit any funds from sources prohibited under Committee's fundraising policies, including but not limited to currently registered federal lobbyists, political action committees, registered foreign agents, or minors under the age of 16. While acting on behalf of Committee, Consultant shall not solicit any funds for any other entity without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

9. OTHER CONSULTING SERVICES. Committee and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

(a) Such other independent consulting services shall in no way impair Consultant's ability to provide consulting services to Committee pursuant to this Agreement.

(b) While performing consulting work for other individuals or entities, Consultant has no authority, actual or apparent, to act on behalf of Committee

and shall not be an agent of Committee. While performing consulting work for other individuals or entities, Consultant may not hold itself out or otherwise represent itself as an agent of Committee.

(c) In performing consulting work for other individuals or entities, Consultant shall observe in full the confidentiality requirements set forth in Section 7 of this Agreement.

(d) Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of Committee.

(e) Consultant shall not use any Committee resources in connection with its work for any other client.

(f) In providing services to its other clients:

(i) Consultant may not use or convey any information about the plans, projects, activities, or needs of Committee.

(ii) Consultant may not use or convey any information used previously by Consultant in providing services to Committee.

(g) Notwithstanding the restrictions set forth in sub-section (g) of this Section, nothing shall prevent Consultant from using or conveying information obtained from a publicly available source, in providing services to its other clients.

(h) Consultant may not perform services for candidates or groups that oppose the Democratic Party in any political campaign without the prior written approval of the Chief Executive Officer or other individual designated by the Chief Executive Officer to grant such approval.

(i) Consultant may not advocate the interests of other clients to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members. Consultant may not represent to other clients that Consultant will advocate its interests to the President, the Vice President, any employee of the Federal government, any employee of the Committee, or any of their family members.

10. BREACH BY CONSULTANT. Each Party recognizes that the consulting services to be rendered under this Agreement by Consultant are special, unique and extraordinary in character, and that in the event of breach by Consultant of the terms and conditions of this Agreement to be performed by Consultant, Committee shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to obtain an injunction restraining Consultant from committing or continuing any violation of this Agreement (including, without limitation, the provisions of Section 6), or to enforce the specific performance of this Agreement by Consultant.

11. INDEMNIFICATION. Consultant agrees to indemnify and hold harmless Committee against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of (a) any claim of action arising from any services performed by Consultant pursuant to this Agreement, or (b) Consultant's breach of any of the representations, warranties or covenants set forth in this Agreement.

12. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Committee, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Committee and Consultant. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.

13. OWNERSHIP OF WORK PRODUCT. All work product, files, donor lists, constituent lists, or any campaign lists, documents, artwork, computer records, and other materials produced or obtained by Consultant in furtherance of work performed for Committee become and remain the exclusive property of Committee. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all such materials to Committee.

14. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Committee hereunder shall be binding upon and run in favor of the assigns of Committee. In the event of any attempted assignment or transfer of rights hereunder

contrary to the provisions hereof, Committee shall have no further liability for payments hereunder.

15. USE OF SUB-CONTRACTORS. Except as otherwise approved in advance in a writing by Committee, all consulting services to be provided pursuant to this Agreement shall be performed on behalf of Committee by Consultant or Consultant's employees. Consultant is not permitted to hire or utilize subcontractors to provide services pursuant to this Agreement unless such subcontractor is specifically approved in writing by the Chief Executive Officer or his designee.

16. MAINTENANCE OF RECORDS. Consultant shall maintain adequate books and records in a manner consistent with the accounting and professional standards ordinarily followed within Consultant's industry, except as Consultant may be otherwise directed by Committee.

(a) All books and records maintained by Consultant pursuant to this Agreement shall be open at all times for inspection and copying by Committee for a period up to 24 months after expiration or termination of this Agreement. Such books and records shall be maintained separately from the records and files of any other client of Consultant.

(b) Consultant shall maintain its books and records on a contemporaneous basis. Material failure to maintain books and records in the fashion required by this Agreement shall be deemed to be negligence by Consultant if, after demand by Committee, Consultant shall fail to promptly correct the deficiency. Consultant shall indemnify Committee for any additional costs incurred by Committee in reviewing, updating, supplementing or otherwise correcting the books and records of Consultant in connection with any breach of its obligation under this Section 16, if, after demand by Committee, Consultant shall fail to promptly correct the breach.

(c) Consultant shall maintain a complete record of all contracts or other agreements for the work relating to services rendered pursuant to this Agreement, including, but not limited to, payments made pursuant to those contracts, subcontracts and agreements, the identity of the recipients of such payments, the amounts of such payments, and the date of such payments.

17. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or

discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

18. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the Parties relating to the subject matter herein addressed.

19. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to:

Alexandra Chalupa

Washington, DC 20008

and in the case of Committee, to it at its offices at:

Democratic National Committee
Attn: Chief Operating Officer
430 South Capitol Street, SE
Washington, DC 20003;

or such other address as shall have been specified in writing by either Party to the other.

20. ACCEPTANCE OF GIFTS. While acting on behalf of Committee, Consultant may not accept anything of value from any individual or party other than Committee, except as otherwise approved in advance in a writing by Committee, unless Consultant pays full fair market value for that good or service. For purposes of this Section 20, "anything of value" means anything that the giver gives to Consultant for which Consultant would ordinarily have to pay, and includes travel expenses. It does not include food or refreshments provided at an ordinary course business meeting.

21. SURVIVAL. The rights and obligations of the Parties under Sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20, and 21 any accrued obligations, including accrued payment or reimbursement obligations pursuant to Section 3, will survive expiration or termination of this Agreement by either Party for any reason. All other rights and obligations will not survive termination or expiration.

IN WITNESS WHEREOF, Committee and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

[See next page]

DNC SERVICES CORPORATION

By: Lindsey Reynolds, COO

Date: _____

SSN: _____

By: Alexandra Chalupa

Date: _____

Email:

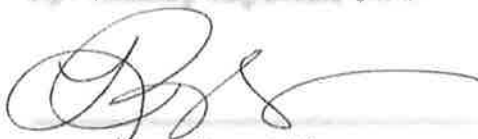
Tel:

Cell:

IN WITNESS WHEREOF, Consultant and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

DMC SERVICES CORPORATION

By: Lindsay Reynolds, COO



Lindsay Reynolds
chief operating officer

[Redacted]

BY:

By: Alexandra Chalupa

Date: October 8, 2014



Email: alexandra.chalupa@dmcservices.com

Fax:

Cell:

[Redacted]

Date: October 8, 2014

[Redacted]

AMENDMENT TO POLITICAL CONSULTING AGREEMENT

This amendment ("Amendment"), dated this 18th day of September, 2015 serves to amend the Political Consulting Agreement entered into between DNC Services Corporation/Democratic National Committee ("Committee") and Alexandra Chalupa ("Consultant") (collectively, "the Parties") with an effective date of July 1, 2015 (the "Agreement"). All capitalized terms shall have the same meaning as set forth in the Agreement unless otherwise specified.

WHEREAS, Committee and Consultant previously entered into the Agreement regarding the consulting services to be provided by Consultant to Committee; and

WHEREAS, the Parties have agreed to amend the prior agreement in order to alter the term of the agreement; and

WHEREAS, no other provisions of the Agreement are intended to be changed,

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree to modify the Agreement as follows:

1. Section 2(a) of the Agreement shall be replaced, in its entirety, with the following language:

The term of this Agreement shall commence as of **October 1, 2015** and shall terminate on the earliest of the following: (1) **December 31, 2015** (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

2. Section 3(a) of the Agreement shall be replaced, in its entirety, with the following language:

Rate of Compensation. Consultant shall receive as compensation a fee of \$5,000 each month, which parties mutually agree is full and fair consideration for the goods and/or services rendered under this Agreement. If services in any month are rendered for less than the full month, for whatever reason, payment shall be made on a pro rata basis based on the number of days for which services were rendered. On or before the 10th day of each covered month, Consultant shall submit an invoice setting forth and including an itemization of Consultants monthly fee, as well as any expenses incurred during the previous month. Receipts must be attached for all expenses. Committee will pay each such invoice within 30 days of receiving it.

3. The Parties specifically agree that all other provisions of the Agreement shall remain in full force and effect, except as modified by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

DEMOCRATIC NATIONAL COMMITTEE

ALEXANDRA CHALUPA



By: Lindsey Reynolds

Title: Chief Operating Officer

Date: September 18, 2015



By: Alexandra Chalupa

Title: Consultant

Date: Sept. 29, 2015

AMENDMENT TO POLITICAL CONSULTING AGREEMENT

This amendment ("Amendment"), dated this 14th day of March, 2016 serves to amend the Political Consulting Agreement entered into between DNC Services Corporation/Democratic National Committee ("Committee") and Alexandra Chalupa ("Consultant") (collectively, "the Parties") with an effective date of July 1, 2015 (the "Agreement"). All capitalized terms shall have the same meaning as set forth in the Agreement unless otherwise specified.

WHEREAS, Committee and Consultant previously entered into the Agreement regarding the consulting services to be provided by Consultant to Committee; and

WHEREAS, the Parties have agreed to amend the prior agreement in order to alter the term of the agreement; and

WHEREAS, no other provisions of the Agreement are intended to be changed,

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree to modify the Agreement as follows:

1. Section 2(a) of the Agreement shall be replaced, in its entirety, with the following language:

The term of this Agreement shall commence as of **January 1, 2016** and shall terminate on the earliest of the following: (1) **June 30, 2016** (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

2. Section 3(a) of the Agreement shall be replaced, in its entirety, with the following language:

Rate of Compensation. Consultant shall receive as compensation a fee of \$5,000 each month, which parties mutually agree is full and fair consideration for the goods and/or services rendered under this Agreement. If services in any month are rendered for less than the full month, for whatever reason, payment shall be made on a pro rata basis based on the number of days for which services were rendered. On or before the 10th day of each covered month, Consultant shall submit an invoice setting forth and including an itemization of Consultants monthly fee, as well as any expenses incurred during the previous month. Receipts must be attached for all expenses. Committee will pay each such invoice within 30 days of receiving it.

3. The Parties specifically agree that all other provisions of the Agreement shall remain in full force and effect, except as modified by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

DEMOCRATIC NATIONAL COMMITTEE

ALEXANDRA CHALUPA





By: Lindsay Reynolds

By: Ali Chalupa

Title: Chief Operating Officer

Title: Ethnic Consultant

Date: March 21, 2016

Date: March 21, 2016

AMENDMENT TO POLITICAL CONSULTING AGREEMENT

This amendment ("Amendment"), dated this 30th day of June, 2016 serves to amend the Political Consulting Agreement entered into between DNC Services Corporation/Democratic National Committee ("Committee") and Alexandra Chalupa ("Consultant") (collectively, "the Parties") with an effective date of July 1, 2015 (the "Agreement"). All capitalized terms shall have the same meaning as set forth in the Agreement unless otherwise specified.

WHEREAS, Committee and Consultant previously entered into the Agreement regarding the consulting services to be provided by Consultant to Committee; and

WHEREAS, the Parties have agreed to amend the prior agreement in order to alter the term; and

WHEREAS, no other provisions of the Agreement are intended to be changed,

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree to modify the Agreement as follows:

1. Section 2(a) of the Agreement shall be replaced, in its entirety, with the following language:


The term of this Agreement shall commence as of **July 1, 2016**, and shall terminate on the earliest of the following: (1) November 8, 2016 (2) the date on which Consultant ceases to perform the services set forth above; or (3) the Agreement is terminated in accordance with Section 2(b).

2. The Parties specifically agree that all other provisions of the Agreement shall remain in full force and effect, except as modified by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

Committee



By: Lindsey Reynolds
 Title: Chief Operating Officer
 Date: 30 June 2016

Consultant



By: Alexandra Chalupa
 Title: Ethnic Engagement Director
 Date: 30 June 2016