

**COMMUNICATING WITH CONGRESS USAGE AGREEMENT AND
ACCESS APPLICATION**

THIS COMMUNICATING WITH CONGRESS (the "CWC") USAGE AGREEMENT AND ACCESS APPLICATION (this "Agreement"), dated as of _____ 20__ (the "Effective Date"), is made by and between _____

_____ (hereinafter referred to as the "Vendor") and The Office of the Chief Administrative Officer of The U.S. House of Representatives (hereinafter referred to as the "CAO").

In consideration of the covenants and conditions hereinafter set forth, the Vendor and the CAO agree as follows:

1. CERTAIN DEFINITIONS

"System" shall mean the Communicating with Congress System.

2. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue in effect until terminated in accordance with the provisions hereof.

3. PURPOSE AND LIMITS

- (a) The goal of the System is to create an improved method of transmitting advocacy generated constituent communications to offices of the U.S. House of Representatives (the "House"). The System is to be used exclusively to communicate to the offices of House Members. The System does not provide an opportunity to communicate with committee, leadership, or support offices.
- (b) The House is providing to the Vendor a single entry-point method of communicating to Members of the House.
- (c) The Vendor is providing to the House messages in a format that facilitates House offices quickly counting, aggregating or processing them efficiently.
- (d) Vendor will not be charged a fee for using the CWC.

4. VENDOR BACKGROUND

- (a) **Current background.** The Vendor hereby certifies that the following is true information about the Vendor:

- (1) Legal name: _____
- (2) Address: _____
- (3) Phone number: _____
- (4) Fax number _____
- (5) Email address: _____
- (6) Web address: _____
- (7) Authorized point of contact and title: _____
- (8) Name(s) of principal officer(s): _____

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- (9) Employer Identification Number (EIN), if registered: _____
(10) DUNS or DUNS+4 Number (if registered): _____
(11) CAGE or NCAGE Code (if registered): _____
(12) State(s) Vendor is authorized to do business in: _____
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(b) **Conduct.** The Vendor hereby certifies that the following is true information about the Vendor and its owners, directors, and principal officers:

- (1) has been barred or suspended for an award of a federal, state or local government contract or subcontract.
Yes No If Yes, please attach explanation.
- (2) has been listed with Exclusions in the System for Award Management (<https://www.sam.gov>).
Yes No If Yes, please attach explanation.
- (3) has been convicted of or had a civil judgment rendered against it, within a five-year period preceding the date of this Agreement, for the:
- (A) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any contract or subcontract;
 - (B) violation of a confidentiality agreement or intellectual property laws;
 - (C) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- Yes No If Yes, please attach explanation.
- (4) a "foreign principal" or an "agent of a foreign principal" (as defined in § 1 of the Foreign Agents Registration Act of 1938)² is either (A) a principal officer

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Section I (b)-(c) of the Foreign Agents Registration Act of 1938 provides that:

- (b) The term "foreign principal" includes -
- (1) a government of a foreign country and a foreign political party;
 - (2) a person outside of the United States, unless it is established that such person is an individual and a citizen of and domiciled within the United States, or that such person is not an individual and is organized under or created by the laws of the United States or of any State or other place subject to the jurisdiction of the United States and has its principal place of business within the United States; and
 - (3) a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country.
- (c) Except [sic.] as provided in subsection (d) of this section, the term "agent of a foreign principal" means -
- (1) any person who acts as an agent, representative, employee, or servant, or any person who acts in any other capacity at the order, request, or under the direction or control, of a foreign principal or of a person any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign principal, and who directly or through any other person -
 - (i) engages within the United States in political activities for or in the interests of such foreign principal;
 - (ii) acts within the United States as a public relations counsel, publicity agent, information-service employee or political consultant for or in the interests of such foreign principal;
 - (iii) within the United States solicits, collects, disburses, or dispenses contributions, loans, money, or other things of value for or in the interest of such foreign principal; or

of the vendor; or (B) owns a 5% (or greater) interest in the Vendor.

Yes No If Yes, please attach explanation.

(5) is not in good standing in any state where vendor is (or was) licensed to do business.

Yes No If Yes, please attach explanation.

(c) **Previous applications.** Has the Vendor (or a predecessor, subsidiary, or otherwise affiliated entity) previously applied for access to the System?

Yes No If Yes, please attach explanation.

(d) Have any of the Vendor's owners, directors, or principal officers served as an owner, director, or principal officer of any other entity that applied for access to the System while they held such position?

Yes No If Yes, please attach explanation.

(e) **Subsequent changes.** In the event that any information provided in this Section 4 ceases to be accurate or changes, the Vendor will notify the CAO no later than five (5) business days after such change, by giving written notice thereof to the CAO either by email to cwc.vendors@mail.house.gov or by facsimile to (202) 226-1872.

5. GRANTING ACCESS

(a) The Vendor acknowledges that access to the System is granted for the exclusive convenience of the House and may be denied or withdrawn at will by the CAO, with or without cause.

(b) If the CAO is not satisfied with the Vendor's performance, the CAO may terminate the Agreement, pursuant to Section 9.

(c) If the Vendor fails to (i) comply with this Agreement, (ii) comply with the policies, rules and regulations of the House, or (iii) take the necessary action to ensure future performance in compliance with any of the foregoing, the CAO may, in addition to any other remedies specified elsewhere herein or available under applicable law, the CAO may revoke Vendor's access to the House information network; or may delay or deny a request for payment for any services to the House (or an office of the House) until the applicable issue is remedied.

(d) In the event that the CAO denies or withdraws access to the System (or terminates this Agreement), the CAO will promptly notify the Vendor by email or by any other communication method set forth in Section 4(a). If appropriate, the CAO will notify the Vendor of the cause and what the Vendor may do to remedy the situation.

(iv) within the United States represents the interests of such foreign principal before any agency or official of the Government of the United States; and

(2) any person who agrees, consents, assumes or purports to act as, or who is or holds himself out to be, whether or not pursuant to contractual relationship, an agent of a foreign principal as defined in clause (I) of this subsection.

6. IDENTIFICATION NUMBERS

- (a) **Vendor Identification Number.** The Vendor shall specify its unique Vendor Identification Number. Each communication sent through the System must include the Vendor's Identification Number.
- (b) **Campaign Identification Number.** Each vendor shall specify a unique Campaign Identification Number for each legislative campaign. Each communication sent through the system must include the Campaign's Identification Number.

7. PROHIBITED PRACTICES

The Vendor - to its knowledge - shall not:

- (a) Submit to the CWC an email, email address, or name that was not authorized by the email address owner;
- (b) Submit to the CWC an invalid email address or spam trap email address;
- (c) Subcontract with a vendor concerning the services under this Agreement without the prior written approval of the CAO; or
- (d) Violate the *US. House of Representatives Web Systems Publication - Communicating With Congress Level of Service Standards (Advocacy Vendors)* or the *US. House of Representatives Web Systems Publication - Communicating With Congress Level of Service Standards (CMS Vendors)*, whichever may be applicable.

8. COMMUNICATIONS

Unless otherwise specified in this Agreement, any notices in connection with this Agreement may be given by either party to the other by personal delivery, email or facsimile. Notices will be deemed communicated as of actual receipt. A party may change its name, email, phone or facsimile under this Section 8 by giving written notice thereof to the other party in conformity with the foregoing.

- (a) **If to the Vendor.**
 - Name: as set forth in Section 4(a).
 - Email: as set forth in Section 4 (a).
 - Phone: as set forth in Section 4(a).
 - Facsimile: as set forth in Section 4(a).
- (b) **If to the CAO.**
 - Email: cwc.vendors@mail.house.gov
 - Phone: (202) 226-2140
 - Facsimile: (202) 226-1872

9. TERMINATION

The CAO may terminate this Agreement upon written notice to the Vendor (a) in the event of a breach of this Agreement by the Vendor, or (b) at any time in the discretion of the CAO.

10. CERTAIN UNCONTROLLABLE EVENTS

Notwithstanding any of the foregoing statements in Section 5(b), a party shall not be liable in damages hereunder if such delay or default is caused by conditions beyond its reasonable control (but excluding delays caused by employees, agents, or subcontractors of the Vendor), including a lapse in funding of appropriations for the House.

11. NON-WAIVER AND SEVERABILITY

The failure of one party to require performance of any provision shall not affect the party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default of a waiver of the provision itself. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, such term or provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement.

12. ASSIGNMENT AND CHANGE OF CONTROL

The Vendor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under this Agreement without the prior written consent of the CAO, and any such assignment shall be void. Without limiting the foregoing sentence, the Vendor shall provide thirty (30) days prior written notice to the CAO in the event of any sale to a third party of (a) all or substantially all of the assets of the Vendor or its successors or assigns, or (b) sufficient stock of the Vendor to its successors to effect a change in control of the Vendor or its successors or assigns.

13. COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile copy, each other which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all previous versions of this Agreement, prior agreements and understanding, both written and oral, among the parties with respect to the subject matter hereof.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. The parties hereby consent to the exclusive jurisdiction of the Federal courts located in the District of Columbia, and expressly waive any objections or defenses based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be executed by their duly authorized signatories as of the Effective Date.

CAO:

THE OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER OF THE U.S. HOUSE OF REPRESENTATIVES

By: _____

Name: _____

Title: _____

Date: _____

VENDOR:

Name of Vendor: _____

By: _____

Name: _____

Title: _____

Date: _____