

**REPUBLICAN NATIONAL
CANDIDATE TRUST™**

*The Official Challengers Committee
of the National Republican Party*

1101 17th Street, N.W.
Suite 808
Washington, D.C. 20036



RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

20 12 29 PM '93

Honorary Co-Chairman

President Gerald Ford
President Richard Nixon
President Ronald Reagan
Rodney A. Smith
Chairman

To: Federal Election Commission
From: Derby Watkins
Date: July 19, 1993
Re: Statement of organization and Joint Fundraising Agreement

Enclosed please find an amended Statement Of Organization and Joint Fundraising Agreement. If you have any questions please contact me. Thank you.

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STATEMENT OF ORGANIZATION

(See reverse side for instructions)

RECEIVED
FEDERAL ELECTION
COMMISSION

MAIL ROOM

July 17, 1993

3. FEDERAL ELECTION COMMISSION NUMBER
090992

4. IS THIS STATEMENT AN AMENDMENT?
☒ YES ☐ NO

1. (a) NAME OF COMMITTEE IN FULL ☐ (Check if name is changed)

Republican National Candidate Trust

(b) Number and Street Address ☐ (Check if address is changed)

1101 17th Street, N.W. Suite 808

(c) City, State and ZIP Code

Washington, D.C. 20036

2. TYPE OF COMMITTEE (Check one)

☐ (a) This committee is a principal campaign committee. (Complete the candidate information below.)

☐ (b) This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate	Candidate Party Affiliation	Office Sought	State/District
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☐ (c) This committee supports/opposes only one candidate _____ and is NOT an authorized committee.
(name of candidate)

☒ (d) This committee is a National Joint Fundraising Committee of the _____ Party.
(National, State or subordinate) (Democratic, Republican, etc.)

☐ (e) This committee is a separate segregated fund.

☐ (f) This committee supports/opposes more than one Federal candidate and is NOT a separate segregated fund or a party committee.

6. Name of Any Connected Organization or Affiliated Committee	Mailing Address and ZIP Code	Relationship
Republican National Committee	310 1st St. Washington, D.C. 20003	
National Republican Senatorial Committee	425 2nd St. Washington, D.C. 20002	
National Republican Congressional Committee	320 1st St. Washington, D.C. 20003	

Type of Connected Organization

☐ Corporation ☐ Corporation with Capital Stock ☐ Labor Organization ☐ Membership Organization ☐ Trade Association ☐ Cooperative

7. Custodian of Records: Identify by name, address (phone number - optional) and position of the person in possession of committee books and records.

Full Name	Mailing Address	Title or Position
Derby Watkins	1101 17th St. N.W. 808 Washington, D.C. 20036	Treasurer

8. Treasurer: List the name and address (phone number - optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Full Name	Mailing Address	Title or Position
Derby Watkins	1101 17th St. N.W. Suite 808 Washington, D.C. 20036	Treasurer

9. Banks or Other Depositories: List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.	Mailing Address and ZIP Code
Franklin National Bank	1722 Eye Street, Washington, D.C. 20028

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER	SIGNATURE OF TREASURER	DATE
Derby Watkins	<i>Derby Watkins</i>	7-19-93

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g. ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

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For further information contact:
Federal Election Commission
Toll-free 800-424-9530
Local 202-376-3120

FEC FORM 1
(revised 4/87)

A JOINT FUNDRAISING AGREEMENT
creating the
THE REPUBLICAN NATIONAL CANDIDATE TRUST
by
THE REPUBLICAN NATIONAL COMMITTEE
THE NATIONAL REPUBLICAN SENATORIAL COMMITTEE
AND THE NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE

ARTICLE 1.
THE PARTIES

1.1 The Republican National Candidate Trust ("Candidate Trust") is a separate on-going committee created by the Republican National Committee (RNC), the National Republican Senatorial Committee ("NRSC") and the National Republican Congressional Committee ("NRCC") to function as a separate and independent joint fund raising operation. The Candidate Trust is registered with the Federal Election Commission and organized for the exclusive purpose of raising candidate support money the net proceeds of which are shared equally by the RNC, NRSC and the NRCC.

1.2 Pursuant to 11 C.F.R. 102.17 (b) (1), the Candidate Trust is a reporting political committee which collects contributions and pays fundraising costs from gross proceeds received and from funds advanced by the RNC, the NRSC and the NRCC and disburses net proceeds to the RNC, the NRSC and the NRCC according to the allocation formula set forth below.

1.3 The RNC is designated the lead committee.

ARTICLE 2.
THE AGREEMENT

This Agreement is entered into by the RNC, the NRSC and the NRCC in compliance with 11 C.F.R. 102.17 (c) (1) and represents the understanding of the Parties regarding the Republican National Candidate Trust.

ARTICLE 3.
FUNDRAISING PROCEDURES

Depository Accounts

3.1 The Candidate Trust shall establish and maintain the following depository accounts:

a. Depository accounts to be used solely for the receipt and disbursement of all contributions and other receipts to the Candidate Trust that are permissible for the support of candidates under the Federal Election Campaign Act ("Federal Accounts").

b. Depository accounts to be used solely for the receipt and disbursement of all contributions and other receipts to the Candidate Trust that may not be used to support candidates for federal office under the Federal Election Campaign Act ("Non-Federal Accounts").

Allocation Formula

3.2 The RNC, NRSC and NRCC hereby agree that the Candidate Trust shall allocate all fundraising proceeds from the Candidate Trust according to the following formula:

(a) The RNC, NRSC and NRCC shall each receive one-third (1/3) of all net fundraising proceeds contributed to the Candidate Trust.

(b) Should the allocation formula described in item 3.2 (a) above result in a violation of contribution limits to one committee by a donor to that committee, the Candidate Trust shall reallocate the funds so that the contribution limits of the Federal Election Campaign Act are not violated, while maintaining the overall proportionate division of net proceeds as described in 3.2 (a) above.

3.3 Notwithstanding the allocation formula set forth above, the Candidate Trust, and the lead committee may agree to allocate funds from the Non-Federal Accounts and Federal Accounts in any proportion permitted by law agreed to in advance by parties to this agreement.

Expenses

3.4 All expenses for the Candidate Trust will be paid by the Candidate Trust from the gross proceeds of the Candidate Trust. Any credit extended shall be in the normal course of business and any funds borrowed shall be for specific prospecting efforts approved by the lead committee. Any other loans shall be agreed to by all parties to this agreement. Any additional funds including start up funding needed by the Candidate Trust shall come one-third (1/3) from the RNC, one-third from the NRSC and one-third (1/3) from the NRCC, unless the Parties shall agree in writing to a different formula.

Complementary Fund Raising

3.5 It is expressly understood by all Parties to this Agreement that the RNC, the NRSC and the NRCC's purpose in setting up the Candidate Trust is to create a complementary, not a competing, fund raising entity. Consequently, in developing fund raising programs, management of the Candidate Trust will endeavor to focus on the development of new marketing niches and new marketing techniques not currently being utilized by either the RNC, NRSC or NRCC.

ARTICLE 4.

ASSETS

4.1 The RNC, NRSC and NRCC agree to utilize their best efforts to ensure that a reasonable effort is made between the committees to achieve parity in the assets, both tangible and intangible, contributed to the Candidate Trust.

A. Assets other Than Contributor Files and Net proceeds

All assets (aside from contributor files and net proceeds) held or developed by the Candidate Trust, including but not limited to the name "The Republican National Candidate Trust", equipment, stationary, records and any other work product or chattels, shall be the joint property of the committees. Such joint property shall not include contributor files or lists, any equipment, or any other property owned by the RNC, the NRSC or the NRCC provided to the Candidate Trust on a temporary basis.

B. Name

The RNC, the NRSC and NRCC agree and acknowledge that no use shall be made of the name "The National Republican Candidate Trust" by either Party without the express written consent of the others. M

C. Contributor Files

1. The RNC, the NRSC and NRCC agree to honor the conditions regarding use and ownership established by the Candidate Trust or by any person or organization providing a contributor file (i.e. a list of potential donors) or fund raising services to the Candidate Trust including the exchange and use of the Candidate Trust's donor and prospect lists as described in items 4.1 - C2 & C3 below.

2. The name, address, contribution history and other such related information regarding donations made to and received by the Candidate Trust from individuals, PAC's and other legal entities shall constitute and be treated as a separate and distinct contributor file known as the Candidate Trust Contributor File. This contributor file may be utilized by the Candidate Trust in any way deemed appropriate and necessary in the accomplishment of its goals and objectives. In addition, this contributor file is the joint property of the committees and shall be equally shared by and between the committees as deemed appropriate by the lead committee. Any such release of the contributor file shall be made simultaneously to all participants to the agreement unless specifically agreed to in advance by all said parties. Each party to this agreement shall have the unrestricted right to place decoy names on said file as it may choose.

3. If the lead committee should seek to exchange the list identified in subsection 2 and subsection 3 above with another organization, the organization must qualify as acceptable pursuant to general guidelines established by agreement of all parties.

4. The name, address, contribution history and other such related information regarding prospective donors to the Candidate Trust developed by the Candidate Trust from sources other than lists owned by the RNC, NRSC and NRCC shall constitute and be treated as a separate and distinct donor prospect file known as the Candidate Trust Prospect File. This prospective donor file may be utilized by the Candidate Trust in any way deemed appropriate and necessary in the accomplishment of its goals and objectives. In addition, this contributor file is the joint property of the committees and shall be equally shared by and between the committees as deemed appropriate by the lead committee. Any such release of the prospecting donor file shall be made simultaneously to all participants to the agreement unless specifically agreed to in advance by all said parties. Each party to this agreement shall have the unrestricted right to place decoy names on said file as it may choose.

5. The RNC, NRSC and NRCC agree to allow the Candidate Trust to access and utilize any mutually agreed upon part of their respective contributor and prospective contributor files. For operation and identification purposes this file shall be known as the Joint Prospecting File and shall vary in size and structure depending on the needs and objectives of the Candidate Trust. Such Joint Prospecting Files shall be created and maintained only with the mutual consent of the committees.

ARTICLE 5. FUNCTIONING

5.1 Oversight

Financial oversight of the Candidate Trust for the parties shall be handled by the lead committee under the supervision of its Finance Director. The lead committee shall establish procedures for copy approval acceptable to all parties. The Chairman and Executive Directors of the correspondent committees may designate an individual from their respective committees to work with the lead committee's representative and their responsibilities may include, but are not limited to, the power to sign checks.

A designated representative from each committee may have co-signature responsible on all Candidate Trust Committee accounts and all Candidate Trust Committee checks in excess of \$15,000 must be co-signed by an authorized signatory.

5.2 Operation

The Candidate Trust shall be authorized to hire and retain such staff personnel, outside vendors and consultants as deemed necessary to accomplish its objectives. All such personnel, vendors, and consultants hired and/or retained shall be directly responsible to the Chairman of the Candidate Trust and his designated representative.

(a) The RNC, NRSC and NRCC may each provide the Candidate Trust with personnel, equipment and services from their respective operations to be used in connection with the purposes of the Candidate Trust, at no charge to the Candidate Trust.

(c) Candidate Trust officers (i.e. Chairman, and Treasurer) shall be appointed by the lead committee with the concurrence of one other party and shall be authorized to perform all duties and responsibilities of their office. In this regard, the Chairman shall be the Chief Executive Officer with responsibility for fund raising and the day-to-day operations and shall periodically report to the committees regarding the Candidate Trust's progress towards the accomplishment of its objectives.

(d) In conjunction with the financial oversight responsibilities set forth in Section 5.1 above, the Treasurer of the Candidate Trust and his/her designees also shall have the power to sign checks for the Candidate Trust accounts. The Treasurer shall not be any administrative officer of another committee unless such designation is approved by the lead committee. For purposes of this section "administrative officer" means executive director, finance director, treasurer, comptroller, counsel, political director, communications director, or director of administration.

(e) The books and records of the Candidate Trust shall be audited on a calendar year basis by an independent accounting firm. Said audit to be completed not later than 180 days following the close of the calendar year.

ARTICLE 6.
Termination and Prior Agreements


This Agreement shall continue in force until terminated in writing by a document jointly signed by the RNC, NRSC and NRCC, respectively except that any one of the correspondent committees may unilaterally withdraw from this agreement upon 30 days written notice. These terms and conditions supersede all prior agreements, understanding, and negotiations between the parties with respect to the subject matter herein.

This Agreement shall be effective as of July 1, 1993. The undersigned persons are authorized by the Parties hereto to sign this Agreement and hereby agree to be bound by the terms and conditions:

 7/6/93

Republican National Committee

_____
National Republican
Senatorial Committee

 6/3/93

National Republican
Congressional Committee

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Federal Election Commission
ENVELOPE REPLACEMENT PAGE
FOR INCOMING DOCUMENTS

The Commission has added this page to the end of this filing to indicate how it was received.

☐ Hand Delivered

DATE OF RECEIPT

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and Registration

DATE OF RECEIPT

☐ Received from the Senate Office of Public
Records

DATE OF RECEIPT

☐ Other (Specify):

POSTMARKED

and/or DATE OF RECEIPT

J.M.H.

PREPARED

7-20-93

DATE PREPARED