



## CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Name \_\_\_\_\_

Date \_\_\_\_\_

State \_\_\_\_\_

County \_\_\_\_\_

This Agreement is between Election Integrity Project® *California*, Inc. (EIPCa) and \_\_\_\_\_, collectively sometimes referred to as “the parties”.  
(Recipient)

**After you read each segment, place a check-mark in the gray box and Sign at the bottom.**

EIPCa and the Recipient agree:

### ☐ **PROTECTION OF CONFIDENTIAL INFORMATION**

Recipient acknowledges that information to be disclosed by EIPCa to Recipient has been developed or obtained by EIPCa through the investment of significant time, effort, and expense, and that the information is a valuable, special and unique asset of EIPCa that must be protected from unauthorized disclosure, and is collectively referred to in this Agreement as EIPCa Confidential Information.

Without limitation, EIPCa Confidential Information is defined to be discussions and writings, as those terms are defined in California Evidence Code section 250, containing trade secrets; election integrity studies; voter information data processing, data analysis and data verification methods and reports; research; production of educational and training materials; and promotional tactics and strategies.

Expressly, should Recipient have or gain access to voter registration data in any form, Recipient specifically agrees not to sell, lease, loan, discuss or deliver possession of voter registration information, or a duplication or any portion of it made by any process, to any other person, entity, organization, or agency without receiving prior written authorization from the president of EIPCa or her/his delegate.

Further, **Recipient agrees that Recipient will not duplicate or modify any EIPCa Confidential Information without prior written consent.** And, Recipient acknowledges having been advised that EIPCa-originated, intellectual property is protected by common law and state and federal copyright laws.

### ☐ **NON-CIRCUMVENT**

Further, Recipient agrees that he/she shall not use any advantage derivable from any EIPCa information for Recipient's own purposes, business or affairs, or disclose any EIPCa information except upon the basis of an EIPCa “need to know”. Additionally, Recipient agrees that he/she shall not use writings or product, of whatever nature, produced by Recipient, past, present or future, at the request of EIPCa or using EIPCa materials, expertise or assets belong solely to EIPCa, unless otherwise expressly agreed to in writing by the parties.

**RELATIONSHIP OF PARTIES**

Neither party has an obligation under this Agreement to purchase any service or item from the other party. The parties agree that this Agreement does not create an employment, agency, partnership, or joint venture relationship. Recipient understands he/she will volunteer at his/her own risk.

**NO WARRANTY**

Recipient acknowledges and agrees that EIPCa Confidential Information is provided to Recipient on an "AS IS" basis.

EIPCa makes no warranties, express or implied, with respect to EIPCa confidential information and hereby expressly disclaims any and all implied warranties of merchantability and fitness for particular purpose. In no event shall EIPCa be liable for any direct, indirect, special, or consequential damages in connection with or arising out of the performance or use of any portion of EIPCa confidential information.

EIPCa does not represent or warrant that any product or business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any action taken by Recipient in reliance upon EIPCa Confidential Information shall be solely the responsibility of Recipient.

**RETURN OF CONFIDENTIAL INFORMATION**

Upon completion of Recipient's assignment or resignation from EIPCa or at the written request of EIPCa, Recipient shall, within five (5) days of receipt of the request, **return to EIPCa all EIPCa materials and/or equipment in Recipient's possession or control containing EIPCa Confidential Information.** Notwithstanding whether Recipient returns EIPCa Confidential Information to EIPCa upon completion of Recipient's assignment or resignation from EIPCa, upon EIPCa request, Recipient shall deliver to EIPCa within five (5) days of receipt of the request, a written statement signed by Recipient, verifying, without condition, that all EIPCa Confidential Information in Recipient's possession or control has been returned and that no duplication made by any process has been retained by Recipient.

**CALIFORNIA LAW**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall be exclusively in the Central District of California, in the county of Los Angeles, State of California.

This Agreement establishes the entire agreement between EIPCa and Recipient. Any amendment shall be in writing and signed by each party. Confidentiality provisions of this Agreement shall remain in full force and effect for seven (7) years following the effective date of this Agreement.

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**Name**

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**Date**

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**Signature**

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**Phone Number**

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**Email Address**