



Our Objective is to Ensure Every Lawfully Cast Vote is Accurately Counted

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Name _____ Date _____

State _____ County _____

This Agreement is between Washington Voter Research Project. (WVRP) 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.

WVRP and the Recipient agree:

[] PROTECTION OF CONFIDENTIAL INFORMATION

Recipient acknowledges that information to be disclosed by WVRP to Recipient has been developed or obtained by WVRP through the investment of significant time, effort, and expense, and that the information is a valuable, special and unique asset of WVRP that must be protected from unauthorized disclosure and is collectively referred to in this Agreement as WVRP Confidential Information. The Recipient also acknowledges that any volunteer or volunteers, the Recipient brings into this endeavor, must also acknowledge, agree to, and sign this agreement before any WVRP Confidential Information is shared with them.

Without limitation, WVRP Confidential Information is defined to be discussions, writings, electronic communications, or any other type of disclosure that includes those 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 or Publicly Disclose any personal or private information such as Voter Names, Voter Addresses or Specific Findings within voter registration information without receiving prior written authorization from the director of WVRP or his delegate. Each Recipient also specifically agrees to take complete legal and sole liability for all WVRP data they supply to any other person, entity, organization, or agency. This includes data duplication or any portion of it that is made Public.

Further, **Recipient agrees that Recipient will not duplicate or modify any WVRP Confidential Information without prior written consent.** And, Recipient acknowledges having been advised that WVRP-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 WVRP information for Recipient’s own purposes, business or affairs, or disclose any WVRP information except upon the basis of an WVRP “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 WVRP or using WVRP materials, expertise or assets belong solely to WVRP, unless otherwise expressly agreed to in writing by the parties.



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[] 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 WVRP Confidential Information is provided to Recipient on an “AS IS” basis.

WVRP makes no warranties, express or implied, with respect to WVRP confidential information and hereby expressly disclaims any and all implied warranties of merchantability and fitness for particular purpose. In no event shall WVRP 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 WVRP confidential information.

WVRP 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 WVRP Confidential Information shall be solely the responsibility of Recipient.

[] RETURN OF CONFIDENTIAL INFORMATION

Upon completion of Recipient’s assignment or resignation from WVRP or at the written request of WVRP, Recipient shall, within seven (7) days of receipt of the request, **return to WVRP all WVRP materials and/or equipment in Recipient’s possession or control containing WVRP Confidential Information.** Notwithstanding whether Recipient returns WVRP Confidential Information to WVRP upon completion of Recipient’s assignment or resignation from WVRP, upon WVRP request, Recipient shall deliver to WVRP within seven (7) days of receipt of the request, a written statement signed by Recipient, verifying, without condition, that all WVRP Confidential Information in Recipient’s possession or control has been returned and that no duplication made by any process has been retained by Recipient.

Return all Affidavits and all Confidentiality and Non-Circumvention Agreements to

Washington Voter Research Project
14751 N Kelsey St, Ste 105 PMB 527
Monroe, WA 98272

And Electronic Copies to Email Address: info@wavoterresearch.org

[] WASHINGTON STATE 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 Washington.

This Agreement establishes the entire agreement between WVRP 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.

_____	_____
Name	Date
_____	_____
Signature	
_____	_____
Phone Number	Email