

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Effective as of: \_\_\_\_\_, 2017 (“**Effective Date**”)

**By and Between**

**And**

<p><b>Libertarian National Committee, Inc.</b>                  1444 Duke St                  Alexandria, VA 22314</p> <p>(“<b>LNC</b>”)</p> <p>Attention: Executive Director or Operations Director</p> <p>Phone No.: (202) 333-0008                  Fax No.: (202) 333-0072</p> <p>E-Mail Address: operations@lp.org</p>	<p>_____</p> <p style="text-align: center;">(name – printed)</p> <p>_____</p> <p style="text-align: center;">(address)</p> <p>(“<b>COUNTERPARTY</b>”)</p> <p>Phone No.: _____</p> <p>Fax No.: _____</p> <p>E-Mail Address: _____</p>
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The parties to this Agreement (individually “**Party**” and collectively “**Parties**”) have disclosed and/or desire to disclose certain confidential information to each other. The Parties will disclose confidential information to each other in connection with work on the IT Committee (the “**Stated Purpose**”). To protect the information, the Parties agree as follows:

**1. Discloser and Recipient.** As to any particular Confidential Information (defined below), the Discloser is the Party disclosing the Confidential Information and the Recipient is the Party receiving the Confidential Information.

**2. Confidential Information.** As used in this Agreement, “Confidential Information” means any information concerning the Stated Purpose of this Agreement (whether tangible or intangible, printed, electronic, or otherwise) and items embodying such information (including graphs, photographs, samples, working models, and prototypes) at any time furnished by Discloser to Recipient or to which Recipient is otherwise exposed, whether before or during the term of this Agreement, including, without limitation, (a) electronic mail; (b) telephone and computer based conference calls; (c) files and information from LNC’s “Raiser’s Edge” database; (d) lists of, and the identities of, or information concerning voters, prospects, Discloser’s customers, members, suppliers, or other business partners; (e) information concerning Discloser’s business and business plans; (f) Discloser’s marketing plans and materials; (g) financial information concerning Discloser and its affiliates; (h) information concerning Discloser’s trade secrets; (i) information from third parties that Discloser is obligated to treat as confidential; and (j) information

that is derived from Confidential Information (for example through testing, analysis or processing).

**3. Restrictions on Use; Non Disclosure.** Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not:

(a) use the Confidential Information of Discloser for any purpose other than the Stated Purpose;

(b) directly or indirectly copy, or otherwise reproduce (in whole or in part) any Confidential Information of Discloser except in furtherance of the Stated Purpose of the Agreement; or

(c) disclose, reveal or otherwise provide access to Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know the Confidential Information in order to further the Stated Purpose; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that Recipient shall at all times be fully responsible to Discloser for the compliance by such persons and entities with this Agreement.

**4. Exceptions.** The obligations set forth in Section 3 above shall not apply to Confidential Information that:

(a) before the time of its disclosure to Recipient by Discloser was already in the lawful possession of the Recipient; or

(b) at the time of its disclosure to Recipient by Discloser is available to the general public or after disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or

(c) Recipient demonstrates with appropriate written documentation to have been lawfully independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Agreement.

**5. Procedures.** Recipient is required to take precautions to safeguard the confidentiality and privacy of all information received or produced subject to this Agreement. Examples of such precautions include, but are not limited to, labeling or otherwise identifying such information as confidential, keeping such information in a secure location, and destroying printed and electronic copies of such information after use.

Failure on the part of Discloser to correctly identify as confidential any specific item or items of information furnished to Recipient shall neither constitute a waiver of confidentiality under this agreement nor release Recipient from any obligation to protect the confidentiality.

Recipient shall upon request describe to Discloser the procedures it uses to protect Confidential Information of Discloser, and shall thereafter at its own initiative advise Discloser of any changes in such procedures.

**6. Ownership; No License.** Each Party shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. Recipient agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof. Nothing in this Agreement shall be deemed by implication or otherwise (a) to convey to Recipient any right under any copyright, patent, patent application, invention, or other proprietary right owned by Discloser or anyone associated with Discloser; or (b) to create a commitment of any kind by either Party to enter into any further agreement with the other Party.

**7. Disclosures Required by Law.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential

Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy.

If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of Discloser's counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

**8. Term and Duration.** This Agreement shall become effective as of the Effective Date and shall perpetually govern all disclosures of Confidential Information made between the Parties until such time as the Parties agree otherwise in a written instrument signed by both Parties. The obligations set forth in this Agreement shall survive indefinitely.

**9. Warranty.** Discloser represents and warrants that it has the right to disclose Confidential Information under this Agreement and that Recipient's use of the Confidential Information in accordance with this Agreement will not infringe any trademark, copyright, patent, trade secret or other proprietary right of a third party.

**10. Disposal of Confidential Information.** Recipient agrees to return to Discloser all copies of Confidential Information promptly upon Discloser's request at any time. If return is impossible as to any portion of the Confidential Information, or upon Discloser's request, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed.

**11. On-Site Visits.** Any employee, director, officer, agent or consultant of one Party that enters the premises or property of the other Party shall follow all policies and procedures of the other Party in place on those premises, including, without limitation, all policies and procedures relating to health, safety and the protection of confidential or trade secret information.

**12. Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to a temporary restraining order and to

injunctive relief to prevent any violations thereof, and to any other appropriate equitable relief.

**13. Assignment.** Neither Party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

**14. Miscellaneous.** No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any provision or provisions of this Agreement shall be held, for any reason, to be illegal, invalid or nonenforceable, then the remaining provisions shall nonetheless be legal, valid and enforceable provisions. This Agreement does not

reduce or supplant the protections contained in the Uniform Trade Secrets Act. Notices required or permitted with respect to this Agreement shall be given in writing by (a) personal or courier delivery, (b) registered or certified mail with return receipt, (c) facsimile transmission with confirmed receipt, or (d) electronic mail with confirmed receipt. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the Parties with respect to the subject matter. This document may be executed in one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same agreement. Any signature of this Agreement through facsimile shall constitute execution of this Agreement by such party. This Agreement may be modified or waived only by a separate writing signed by both Parties.

The parties have signed this Agreement as of the Effective Date.

**Libertarian National Committee, Inc.**

**COUNTERPARTY**

By: \_\_\_\_\_  
(Signature)  
Robert Kraus  
\_\_\_\_\_  
(Type or Print Name)  
Operations Director

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_

**Witnessed**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Type or Print Name)  
\_\_\_\_\_  
(Type or Print Address)