

DRAFT NDA

Come the parties, the _____ candidate campaign ("Campaign") and _____, Position Title _____ (hereinafter "Worker") and agree as follows:

PROVISION OF SERVICES: Worker shall provide services consistent with the job title/duties to Campaign as agreed upon by Campaign and Worker. At all times relevant to this Agreement, Worker will provide services of acceptable quality and otherwise conduct his/her practice in a competent, ethical and non-discriminatory manner that complies with applicable law. Campaign shall disclose information necessary to Worker to ensure that Worker may carry out the review and provide advice as requested. Campaign may, at its discretion, elect not to provide information requested.

RELATIONSHIP TERMINABLE AT WILL: The parties agree that the relationship is terminable at will at the discretion of Campaign. Worker may terminate the relationship upon two (2) weeks written notice. The parties agree that in the event of any termination, Worker may not work for another statewide campaign during the same election cycle in the Commonwealth of Kentucky.

NONDISCLOSURE: Worker agrees that it will not disclose, discuss, share or otherwise disseminate any information provided to it by Campaign or Campaign's agents or employees in the course and scope of this activity. Worker agrees and recognizes that breach of this Agreement may result in damages to Campaign for which Worker may be held liable.

NO DEFAMATION: The parties agree that in the event of a separation or termination, neither party will defame the other or act so as to bring the other into disrepute.

PRIVILEGED, PROPRIETARY AND CONFIDENTIAL MATERIALS: In the course and scope of the performance of this Agreement between the parties, the parties may exchange privileged, proprietary and confidential materials. The parties agree that all information, documents, policies, procedures, guidelines, computer systems, database entries, and processes of Campaign are to be considered as the proprietary and confidential property of that party and are not to be shared or duplicated in any manner except with the consent of the party. Such material includes, but is not limited to, voter lists, campaign promotional materials, donor information and campaign strategy.

PROPRIETARY MATERIALS AND INVENTIONS: The parties agree that all materials created, in whole or in part, by Worker are the property of the Campaign and may not be claimed or retained by Worker unless a prior written agreement with Campaign exists.

CONFIDENTIALITY OF AGREEMENT: Except as otherwise required by law, the parties hereby agree to hold in the strictest confidence all such proprietary and confidential materials and not to disclose same to third parties except as required under the terms of the Agreement.

VENUE AND JURISDICTION: This Agreement is governed by Kentucky law, and venue for any action arising from the contract is in the state and federal courts of that forum.

RIGHT OF CAMPAIGN TO TAKE LEGAL ACTION: The parties agree that if in the discretion of Campaign, it appears that a breach of this Agreement has occurred, Campaign has the right to take immediate legal action against Worker for enforcement of these provisions, including demands for injunctive and declaratory relief. The parties recognize that the subject matter of this Agreement and the scope of work between the parties make immediate legal action appropriate and support the grant of an injunctive to prevent further breach.

WHOLE AGREEMENT: The parties agree that this written document constitutes the final and entire agreement between the parties. No amendment may be made unless it is in writing and signed by both parties.

COUNTERPARTS: This agreement may be signed in counterparts.

EFFECTIVE DATE: This agreement is effective upon signing.