

EOLDN Communication Support Request Terms of Service

The following are important requirements, and terms of service for any election official submitting a request for free communications support on behalf of the election official's office or agency to the Election Official Legal Defense Network ("EOLDN").

EOLDN is a project of the nonpartisan, nonprofit Center for Election Innovation & Research ("CEIR"). EOLDN is facilitating the delivery of free communications support to election offices in need of assistance. Communications support could include ongoing communication strategy support during an election; message development, for example to respond to misinformation or an attack on election integrity; or rapid response and media relations. EOLDN is not providing this support directly. Instead, CEIR has engaged a communications consultant to assist election offices. This service is free for the election office; however, the consultant is being paid for their work by CEIR.

In the terms below, "Request Submitter" refers to the election official who is submitting a request for free communications support on behalf of the election official's office or agency.

Eligibility requirements for submitting a communications support request to EOLDN:

1. The individual submitting a request to EOLDN must be an election official. An election official is either (a) a recognized governmental election authority, or (b) someone acting under the supervision of a recognized governmental election authority. Anyone acting under the supervision of a political party (e.g., a partisan poll watcher) is not eligible.
2. The election official requesting service must be making the request on behalf of their election office, and the request must relate to the administration of an election.
3. The election office must be permitted to accept free communications services. EOLDN understands that Request Submitters and their election offices might be subject to laws, rules and regulations that could affect their ability to accept services from third-parties, including services provided without charge. Recently, for

example, some states have enacted laws that may restrict the ability of election agencies and officials to receive private funds to support the administration of elections. These laws are commonly referred to as **private funding bans**. By submitting a request, the Request Submitter represents that their election office is permitted to accept free communications services under all applicable gift, ethics, private funding bans, and other laws, regulations, rules, policies, or procedures (collectively “Laws”). If the Request Submitter needs additional **factual** information about EOLDN to make this assessment, the Request Submitter is encouraged to contact EOLDN at help@eoldn.org. EOLDN cannot provide legal advice to Request Submitters or their election offices about the Laws, but EOLDN might be able to answer questions about how the service works to assist Request Submitters with their evaluation.

EOLDN Communications Support Terms of Service:

1. CEIR has retained [CGCN](#) to serve as the communication consultant for election offices seeking communication support. This service is free of charge for the election office, however, the Consultant is being compensated by CEIR to provide support to election offices. In these Terms of Service, “Consultant” refers to CGCN and any other communications firm engaged from time to time by CEIR to provide support to election offices.
2. By submitting a request, the Request Submitter represents that their election office is authorized to accept communications support free of charge under all gift, ethics, funding and other applicable laws, regulations, rules, policies, or procedures and have complied with internal approval processes, if any before accepting the service. If the Request Submitter needs additional information to make this assessment or to satisfy any internal approval processes, the Request Submitter is encouraged to contact EOLDN at help@eoldn.org.
3. EOLDN will review each request for communications support. If EOLDN determines that the Request Submitter’s office is eligible for support, we will send your request information to the Consultant. If EOLDN does not believe your request is eligible for support, we will let you know.
4. **By agreeing to provide you with communication support, EOLDN has determined only that the request meets EOLDN’s eligibility requirements.** EOLDN takes no position on the substance or merits of any request, does not guarantee a result or outcome, and does not endorse the Request Submitter or the Request Submitter’s election office in any capacity. As a public charity exempt from federal

income tax under section 501(c)(3) of the Internal Revenue Code, CEIR may not participate or intervene in any political campaign on behalf of, or in opposition to, candidates for public office. CEIR shall deny any request it, in its sole discretion, believes constitutes illegal campaign intervention.

5. The Request Submitter and the Request Submitter's election office must not state or otherwise suggest in communications, public or private, that CEIR/EOLDN has in any way endorsed the request.
6. After EOLDN approves your request and sends it to the Consultant, a member of the Consultant's team will review it and get in touch with you to discuss next steps and any other information they might need. EOLDN's role is that of facilitator. The election office will be a client of the Consultant, not EOLDN/CEIR. EOLDN is available as a resource but will not oversee, manage, or direct the relationship between the Consultant and the election office. For example, decisions about how to staff your request are solely within the Consultant's discretion.
7. The Consultant has agreed to provide information, if any, required by the election office for compliance with any internal documentation, record-keeping, or authorization procedures. The Request Submitter should discuss any informational or documentation needs directly with the Consultant.
8. The Consultant has agreed to make members of its team available during standard Eastern Time business hours, with reasonable accommodations made for requests that may need to be addressed outside those hours.
9. The Consultant will likely prepare written work product as part of providing support to election offices. CEIR will have no rights, including any ownership interest, in this work product. The Consultant has agreed to provide the election office a non-exclusive, royalty-free, worldwide, perpetual, transferable license to use, distribute, reproduce, create derivative works from and otherwise exercise all rights of copyright in any work product they create for you. In addition, the Consultant is required to discuss the ownership of the work product it will create with the Request Submitter/election office, including whether the election office needs a written copyright transfer from the Consultant.
10. The election office may terminate its relationship with the Consultant at any time for any reason. However, if the election office terminates the relationship, including because it is not satisfied with the service, EOLDN may not be able to offer the office another provider.
11. The Consultant will not share details about the work it is doing for the election office with EOLDN. However, it will share high-level summaries, status updates, feedback,

and other information to allow EOLDN to administer the program, fulfill its obligations, and assess whether the program is meeting its goals. The Consultant may also share information with EOLDN, with the consent of the election office.

12. As part of its administration of the communications support program, EOLDN will share the information it receives from Request Submitters with the Consultant and those assisting with the administration of EOLDN. EOLDN will otherwise take reasonable steps to protect the confidentiality of information it obtains from the Request Submitter, but it cannot guarantee the confidentiality or the privacy of the submitted information and will provide it if required by law.
13. CEIR/EOLDN chose to engage the Consultant because CEIR believes that the Consultant has the experience and expertise to provide appropriate support to election offices. However, CEIR makes no representations or warranties about how the Consultant will perform in response to a specific assignment from an election office and whether the election office will find the support helpful or otherwise satisfactory. As such, election offices receiving communications support services agree to waive, release, discharge, and hold harmless CEIR, its officers, directors, employees, agents, contractors, and volunteers, from any and all liability, including but not limited to, liability arising from the negligence or fault of the Consultant.
14. EOLDN is part of CEIR's overall work of restoring trust in the American election system and promoting election procedures that encourage participation while ensuring election integrity and security. To help CEIR assess the efficacy of its work, CEIR may ask Request Submitters to voluntarily participate in surveys about their experiences with EOLDN and the Consultant. EOLDN will not disclose individual-level information without prior written consent.