

## EOLDN Communication Support: Requestor Conditions

The following are the EOLDN Communications Support: Requestor Conditions (“Conditions”). These apply to an election office/agency’s request for free communications support, arranged by the Election Official Legal Defense Network (EOLDN). EOLDN is a project of the nonpartisan, nonprofit Center for Election Innovation & Research (“CEIR”).

EOLDN facilitates 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, response to mis- or dis-information or to an attack on election integrity; rapid response to an urgent communications issue; and general 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. CEIR pays the consultant for its work.

### Definitions

- “Requestor” is the election official who is submitting a request for free communications support on behalf of the election official’s office or agency.
- “Consultant” is the communications firm, [CGCN](#), engaged by CEIR to provide support to election offices.

### Requestor Conditions for submitting a communications support request to EOLDN:

- 1. Definition of Election Official.** The Requestor must be a current 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. Scope of Request & Subject Matter.** The Requestor must submit the request on behalf of their election office, and the request must relate to the administration of an election.
- 3. Requestor’s Ability to Accept Services.**
  - a) **Private Funding Restrictions.** Some states have enacted laws that may restrict the ability of election officials and election agencies to receive private funds and/or donated services to support the administration of elections (“**Private Funding Restrictions**” or “**PFRs**”). Requestors from PFR states shall review their state’s PFRs to determine if they are permitted to accept this service. If Requestor needs **factual** information about EOLDN to make this assessment, Requestor is encouraged to contact EOLDN at [help@eoldn.org](mailto:help@eoldn.org). EOLDN cannot provide legal advice to Requestor or their election office, but EOLDN might be able to answer questions about how the service works to assist Requestors with their evaluation. If the Requestor proceeds with communications support, then the Requestor is

representing that they and their office are permitted to do so under their state's PFRs. Learn more about state PFRs [here](#).

- b) **Gift, Ethics, and Other Laws.** Requestors and their office might be subject to laws, rules, and regulations, other than PFRs, that could affect their office's ability to accept services from third parties, including services provided without charge. Requestors and their offices must be permitted to accept free communication support under applicable gift, ethics, and other laws, regulations, rules, policies, or procedures. If Requestor needs **factual** information about EOLDN to make this assessment, the Requestor is encouraged to contact EOLDN at [help@eoldn.org](mailto:help@eoldn.org). EOLDN cannot provide legal advice to Requestors or their office, but EOLDN might be able to answer questions about how the service works to assist Requestors with their evaluation. If the Requestor proceeds with communications support, then the Requestor is representing that they and their office are permitted to do so under their state's applicable gift, ethics, and other laws, regulations, rules, policies or procedures.

#### 4. Matching Procedures.

- a) **Request Eligibility.** EOLDN will review each communications support request. If EOLDN determines that the Requestor's office is eligible for support, EOLDN will send the request to the Consultant. If EOLDN does not believe the request is eligible for support, EOLDN will notify the Requestor.
- b) **CEIR/EOLDN Facilitator Role.** Once the Requestor is connected with the Consultant, EOLDN's role is that of facilitator. The election office will be a client of the Consultant, and not of CEIR/EOLDN. 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 the request are solely within the Consultant's discretion.
- c) **Terminating Relationship with Consultant.** The election office may terminate its relationship with the Consultant at any time for any reason, including dissatisfaction with the service. However, if the election office does so, EOLDN will not be able to offer the office another provider.

#### 5. Consultant Commitments.

- a) **Compliance Documentation.** 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 Requestor should discuss any information or documentation needs directly with the Consultant.
- b) **Consultant Business Hours.** 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.

- c) **Work Product.** The Consultant prepares written work product for the election office, the Consultant will 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 that work product. In addition, the Consultant is required to discuss the ownership of the work product it will create with the Requestor/election office, including whether the election office needs a written copyright transfer from the Consultant. CEIR will have no ownership interest in this work product. However, CEIR may ask the Requestor/election office for permission to use the work product, and the Requestor/election office agrees to grant this request if possible.

## 6. Confidentiality of Information.

- a) **Submitted Information.** EOLDN cannot guarantee confidentiality or privacy of information that the Requestor submits. However, EOLDN will take reasonable steps to protect the confidentiality of information it obtains from Requestor and Consultant. EOLDN will only share this information with the Consultant and/or those assisting with the administration of EOLDN, unless required by law or with the Requestor's written consent.
- b) **Consultant Status Updates to EOLDN.** The Consultant will not share details about its work 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.

## 7. Miscellaneous Conditions.

- a) **No Warranty on Consultant Work Product.** CEIR/EOLDN 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. 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.
- b) **No Endorsement of Request or Requestor.** CEIR/EOLDN takes no position on the substance or merits of any request, does not guarantee a result or outcome, and does not endorse a Requestor or Requestor's election office in any capacity.
- c) **No Statement that EOLDN Endorses Any Request.** The Requestor must not state or otherwise suggest in communications, public or private, that CEIR/EOLDN has, in any way, endorsed Requestor or Requestor's election office.

- d) **Illegal Campaign Intervention.** 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 that it, in its sole discretion, believes constitutes prohibited campaign intervention.
- 8. **Post-Resolution Surveys.** To help CEIR assess the efficacy of its work, CEIR may ask Requestors to voluntarily participate in surveys about their experiences with EOLDN and the Consultant. EOLDN will not disclose individual-level information without prior written consent.
- 9. **Rule Changes.** CEIR reserves the right to amend these Conditions. The date of any amendment will be reflected in the “Last Updated Date” above. EOLDN will notify Requestors of substantive changes by email.