

**BOARD OF ELECTION COMMISSIONERS OF THE CITY OF CHICAGO  
AS A DULY CONSTITUTED ELECTORAL BOARD**

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Objections of \_\_\_\_\_ )  
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To the Nomination )  
Papers of: \_\_\_\_\_ ) No. \_\_\_\_-EB-\_\_\_\_\_-\_\_\_\_\_  
 )  
Candidate for the office of )  
\_\_\_\_\_, )  
 )  
 )  
\_\_\_\_\_ )

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

The undersigned, \_\_\_\_\_,  
(hereinafter referred to as the "Recipient") in consideration for being allowed to obtain copies of certain materials, records and data of the Board of Election Commissioners for the City of Chicago (hereinafter referred to as the "Board"), hereby represents, covenants and agrees as follows:

1. The Recipient currently is a party in an electoral board proceeding before the Board or represents and is the attorney for \_\_\_\_\_.
2. The Board possesses certain voter registration records and data of registered voters in the city of Chicago, parts of which are highly confidential. Said confidential information may include, but is not limited to, registered voters' Social Security numbers or parts thereof, telephone numbers, birth dates and signature specimens. All voter registration records and/or data in the possession of the Board and are a part of the Board's records are deemed and referred to, for purposes of this Agreement, as "Confidential Information."
3. The Recipient acknowledges that Section 6-35 of the Code, to protect the privacy and confidentiality of voter registration information, limits the disclosure of electronic voter registration information to State or local political committees only and further provides that any person who uses such information for commercial solicitations or other business purposes shall be guilty of a Class 4 felony.
4. The Recipient further acknowledges that Section 6-79 of the Code provides that access to any computer-based voter registration file is limited to those persons authorized by the Board and that no copy, summary, list, abstract, or index of any computer-based voter registration file that includes any computer-stored image of the signature of any registered voter shall be made available to the public outside the offices of the Board.

5. The Recipient has requested from the Board permission to access, view, inspect, copy or print Confidential Information for the sole purpose of gathering evidence to present to the Board at the electoral board proceedings.

6. The Board hereby consents to give the Recipient, his/her agents and assigns access to and disclosure of Confidential Information, which includes permission to view, inspect, copy or print Confidential Information, for the sole purpose of gathering evidence to present to the Board in the above-captioned matter, including any judicial reviews or appeals related thereto (“Authorized Purpose”), subject to the following conditions:

(a) Recipient agrees to hold in strict confidence all Confidential Information disclosed to or obtained by Recipient in connection with the Authorized Purpose, except information which:

- (i) at the time of disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of Recipient;
- (ii) Recipient can show is in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Board; or
- (iii) was received by Recipient from a third party having the legal right to transmit that information.

(b) Recipient shall use the Confidential Information solely for the Authorized Purpose and the Confidential Information shall not be used or disclosed for any other purpose.

(c) Recipient may disclose the Confidential Information only to

- (i) Recipient’s attorney or attorneys
- (ii) the Recipient’s handwriting expert for analysis at his/her office
- (iii) the judiciary, court personnel and opposing lawyers of record in any judicial review or appeal related to the Authorized Purpose.

(d) Recipient shall retain and preserve all Confidential Information except for disclosure to those persons set forth in sub-paragraph (c)(i), (ii) and (iii) above. Only Recipient’s agents who have executed this agreement may have access to this Confidential Information.

(e) Recipient’s agents and assigns, including their attorneys, legal interns, staff, clerks, experts, volunteers (whether paid or unpaid) or any other person acting for or on behalf of the Recipient, having access to Confidential Information, as well as any person to whom the Confidential Information must be disclosed, shall

- (i) be given a copy of this Non-Disclosure Agreement
  - (ii) be instructed as to its meaning and effect, and
  - (iii) agree to be bound by this Non-Disclosure Agreement.
- (f) Recipient shall not reproduce or make copies of the Confidential Information, except as required for the Authorized Purpose.
- (g) Recipient shall within 10 business days after the completion of the Authorized Purpose promptly return and deliver to the Board all Confidential Information obtained from the Board, together with all copies or other reproductions thereof made by Recipient or in the possession or control of Recipient or Recipient's agents or assigns, except for those copies that the Recipient may be required to retain by statute or by court order or rule provided that the Recipient shall promptly destroy such copies upon expiration of such retention period.
- (h) Recipient shall, in the event that any party to the electoral board proceeding, including Recipient, files and prosecutes an appeal or lawsuit in any State or Federal court,
- (i) agree to continue to be bound by this Agreement
  - (ii) agree to the entry by the court of an appropriate protective order limiting public access to the Confidential Information
  - (iii) agree to the entry by the court of an appropriate order permitting the Recipient to withdraw from the court record any exhibits or materials containing Confidential Information.

7. Recipient shall immediately notify the Board of any information which comes to Recipient's attention which does or might indicate that there has been any loss of confidentiality of such Confidential Information.

8. Recipient understands and agrees that any unauthorized disclosure of the Confidential Information may cause irreparable harm to the Board and to the citizens of the City of Chicago and that the amount of the harm may be difficult to ascertain. As a consequence, Recipient agrees that the Board shall have the right to seek an injunction from a court of competent jurisdiction to enjoin further disclosure or misappropriation of the Confidential Information. The right to seek an injunction is in addition to any other legal and equitable remedies available to the Board.

9. If a lawsuit is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including expert costs.

10. This Agreement is governed by and construed under the laws of the State of Illinois.

Recipient's Signature: \_\_\_\_\_

Recipient's Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_