

The Pacifica Foundation, Inc.
MAILING LIST CONFIDENTIALITY,
AND DATA USE AGREEMENT, TO VENDOR

1. THE MAILING LIST

The mailing list ("Mailing List") consists of contact information for listeners, staff, and volunteer team members of the Organization's five affiliated radio stations: KPFA (Berkeley, CA), KPFK (Los Angeles, CA), KPFT (Houston, TX), WBAI (Bronx, NY), and WPFW (Washington, DC). The Mailing List is organized into approximately ten (10) groups and contains approximately twenty-two thousand (22,000) records.

2. PURPOSE AND LIMITED LICENSE

The Pacifica Foundation grants the vendor a limited, non-exclusive, non-transferable, revocable license to use the Mailing List solely to print/mail hard-copy mail pieces and to prepare for distribution. The vendor shall not use the Mailing List for any other purpose, including marketing, resale, analytics, or list-building.

3. NO DISCLOSURE TO CONTRACTING CLIENT OR OTHER THIRD PARTIES

The vendor shall not provide, disclose, sell, or otherwise make available the Mailing List, or any portion of it, to any Contracting Client (any person or entity that has engaged the vendor for printing, mailing, or e-mail services) or that client's employees, agents, or affiliates, nor to any other third party except a fulfillment subcontractor bound by confidentiality terms at least as protective as this Agreement. The vendor shall limit internal access to those who need it for the permitted purpose and shall not copy or retain the Mailing List beyond what Section 7 allows.

4. REQUIRED DISCLAIMER ON POSTCARDS

Every postcard printed and/or mailed by the Vendor using the Mailing List must include the following disclaimer, printed in a clear and legible typeface, no smaller than a 9pt font, conspicuously placed on the card:

DISCLAIMER: This is not an official Pacifica Foundation, Inc. mailing nor an official mailing of any of the five Pacifica Foundation, Inc. Radio Stations (KPFA Radio, KPFK Radio, KPFT Radio, WBAI Radio, WPFW Radio). Opinions and facts alleged on this site belong to the author(s) only and should NOT be assumed to be true or to reflect the editorial stance or policy of the Pacifica Foundation, Inc., or any of the five Pacifica Foundation, Inc. Radio Stations (KPFA Radio, KPFK Radio, KPFT Radio, WBAI Radio, WPFW Radio), or the opinions of its management, Pacifica National Board, station staff or other listener members.

The vendor shall provide a print-ready proof showing the disclaimer at actual size before any production run and shall not print or mail any postcard until the National Election Supervisor, Auja Lovest approves that proof in writing. A postcard printed or mailed without this disclaimer is a material breach of this agreement, and the vendor shall cease distribution and cooperate in any corrective mailing.

5. PRICING SCHEDULING

- Hard-copy mailing prices vary based on content and quantity, as set out in a quote or order form for each mailing.

6. CONFIDENTIALITY: NO SALE

The Mailing List is confidential information of the Organization. The Vendor shall protect it with reasonable administrative, technical, and physical safeguards, shall promptly notify the Organization of any unauthorized access or disclosure, and shall never sell, rent, lease, license, or otherwise monetize the Mailing List.

7. RETURN OR DESTRUCTION

Upon completion of the Permitted Purpose, termination of this Agreement, or the Organization's written request, the Vendor shall within 10 business days return or securely and permanently destroy the Mailing List and all copies.