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National Council Announcement
03 September 2018

Re: About the new NDAs and AAs

Greetings Chapter Heads!

In response to concerns expressed by many of you that your private information might be vulnerable to disclosure by former affiliates with poor intentions, we recently required our chapter leadership to sign new Non-Disclosure Agreements (NDAs) and Affiliation Agreements (AAs). We want you to know that we are dedicated to doing everything within our power to protect your privacy and safety. Although the motivation for this was clear to many, if not most, of our chapter leaders and members, there have been some who have raised questions about the wording of certain provisions, or even about our entire motivation for drawing up new contracts. We would like to address these concerns explicitly, and make sure you have the information on-hand to answer any questions that might be brought to you by your chapter members or by any member of the media or general public.

First we would like to establish some context concerning the way The Satanic Temple is organized, since many of the concerns that have been brought to our attention seem to be rooted in basic misconceptions about the relationship between the chapters and the national organization.

Our chapters have no financial obligations to us. Becoming a chapter is free, just as becoming a member is free. There is no buy-in, there are no monetary quotas, and no dues.

When a chapter promotes an event as a fundraiser for a national campaign, we expect that 100% of the proceeds collected by the event (after the chapter has reimbursed itself for operating expenses) go to that national campaign: if that were not the case, promoting the event as a “fundraiser” for the national campaign would be an act of fraud.

When a chapter holds an event intended to raise money for the chapter itself, we ask for 15% of the total proceeds (after the chapter has reimbursed itself for operating expenses) to be given to the national organization. The rest, the chapter keeps for itself. This policy was most recently announced in March 2017 in a document entitled “TST National Policy on Fundraising and Merchandise” that was distributed to the chapter leadership, and has not been changed since.

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Throughout the years, chapter-run fundraisers for national campaigns have generated under five thousand dollars. Legal fees for our Reproductive Rights campaigns alone are in the hundreds of thousands of dollars, to say nothing of our multiple other campaigns and projects. Any suspicion or insinuation that we are using chapters as “fundraising machines” or for our own personal financial benefit is completely divorced from the reality of our operations.

Despite this, we have seen an unfortunate recent trend wherein some aggrieved chapter heads, having created their following in our name, use their social media presence (also branded in our name) to make allegations and sow suspicions concerning not only our financial practices, but our integrity, morality and beliefs. They make grand announcements out of their resignations, often citing “philosophical differences,” despite the fact that [our guidelines](#), Code of Conduct, and general mission have remained consistent all along. These unfavorable speculations and accusations often fall well outside what’s justified by their actual experiences, yet these falsehoods are propagated with the air of insider authority.

It is in the context of these harmful public demonstrations that we, on the advice of a lawyer, distributed updated NDAs and AAs to all chapter leadership. The purpose of requiring the new contract was twofold.

First, the new contract included specific language to ensure that we are protected against some of the damaging online antics we had recently witnessed. For example, the language specifically includes “internal deliberations” as confidential material, as a response to a former National Council member making public email threads that were distributed privately to the National Council mailing list. We also made sure to include language that protects both our leadership and our members from the malicious spread of personal information (colloquially known as “doxing”), since members of our organization can be especially vulnerable to harassment and discrimination. Much of the updated wording in the NDAs and AAs was a direct response to recent events.

Second, we felt that these new documents would serve as a reminder to our chapter leadership of the obligations they had already agreed to when they first decided to become leadership within our organization. Every single chapter leader had already signed a prior version of an Affiliation Agreement that included non-disclosure and non-disparagement clauses. By separating these into separate NDAs and AAs we hoped to spell out the terms more concretely, and dissuade people from slandering individuals in our community or offering commentary upon those things for which they have no actual first-hand experience and/or knowledge.

NDAs are a common part of any business. We sign NDAs provided by other parties as a matter of standard practice, any time we do long-form media pieces with production companies, or partner with any other organization or business to work upon a project together. We have had NDAs for as long as we’ve had affiliation agreements for chapters. The non-disparagement clause in our updated NDA uses broad language that is standard, and produces no risk for the

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members who sign. Any attempt on our part to enforce the non-disparagement clause for a trivial matter would be thrown out of court, especially if there was no measurable harm to our organization. The purpose of these clauses is to be broad enough that we can act when statements made by former members *do* result in material harm.

Understanding the mutually protective purpose and immediate relevance of the NDAs, almost all chapters signed and returned them immediately, without questions. This was not an act of blind loyalty, submission, or thoughtlessness: it was an understanding of the immediate dire need for personal and organizational protection against assaults upon our privacy and reputation.

Now that the problematic members have either stepped down or been removed, they are, predictably, decrying the NDAs as a totalitarian overstep. Even now, there is at least one member who is trying to generate media attention based on the mere existence of the NDAs, despite the fact that the documents are unshocking to anybody familiar with organizational operations and structures. Anyone in media who would try to drum up controversy over these documents would undoubtedly be doing it for the “clicks”. It should be understood, however, that the NDAs are a mutually beneficial agreement embraced by an overwhelming majority of our leadership as a measure meant to better secure their personal, as well as our shared, best interests.

Sincerely,

The Satanic Temple’s National Council and Executive Ministry