**Confidential Disclosure and Volunteer/Student Worker or Intern Service Agreement**

In consideration of my volunteer/student work/intern service or continued service with The Erie County Public Defender (“Public Defender”) and in recognition of the fact that as a volunteer/student worker/intern of the Public Defender, I may have access to confidential information of the Public Defender, I hereby agree as follows:

1. **General.** I understand that as a volunteer/student worker/intern of the Public Defender, I will have substantial contact with confidential documents, conversations, legal strategy discussion and other information that must remain confidential. The Public Defender works with indigent clients and expects employees and interns to interact with these clients as well as their family members and representatives with a high degree of professionalism, understanding, and confidentiality. The Public Defender expects all employees and interns to understand and to adhere to the accepted standards of legal and ethical conduct at all times, as well as the personnel policies and procedures of the Public Defender and Erie County. I agree to act in accordance with the Public Defender’s expectations of me as described above.

2. **Duties.** I shall comply with Public Defender rules, procedures and standards governing the conduct of volunteers/student workers/interns and their access to and use of Public Defender’s property, equipment, and facilities. I understand that I can use information about clients only for those purposes requested by the Public Defender. I understand that the Public Defender will make reasonable efforts to inform me of the rules, standards, and procedures which are in effect from time to time and which apply to me.

3. **Unauthorized Disclosure of Confidential Information**. During the period of working for the Public Defender and thereafter, I shall not, directly or indirectly, disclose to anyone outside of the Public Defender any confidential information (as hereinafter defined) or use any confidential information other than pursuant to my volunteer service by and for the benefit of the Public Defender. Removal or alteration of confidential documents from the Public Defender office is prohibited.

4. **Confidential Information.** The term “confidential information” as used throughout this Agreement means any and all trade secrets and any and all data or information not generally known outside of the Public Defender’s Office, whether prepared or developed by or for the Public Defender or received by the Public Defender from an outside source. Without limiting the scope of this definition, confidential information includes: legal files, client correspondence, and information from client’s representatives, non-public strategies, opinions or positions of the Public Defender. Confidential Information shall not apply to information that the Public Defender has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

5. **Reputation**. The Public Defender expects all volunteers/student workers/interns to protect the image that Public Defender projects and strives to maintain, and I agree to do so. I understand that publication of Public Defender positions or information in any form without prior approval of supervising staff is prohibited, including but not limited to publication on websites, social media, blogs, or email distribution lists. This includes publication of images.

6. **Safety and Security**. The Public Defender expects all volunteers/student workers/interns to be vigilant for the safety and security of Public Defender offices and facilities. No client or client family member/friend will be permitted access inside the Public Defender office beyond the waiting area without approval of the Chief Public Defender or First Assistant. By signing below, the volunteer/student worker/intern agrees that they have read the Employee Emergency Response Guide, has asked any questions that they have concerning same, and agrees to follow the instructions therein should there be an emergency situation while the volunteer/student worker/intern is working either at the Public Defender’s office, the Erie County Courthouse, or the Erie County Prison.

7. **Personal Conduct.** Volunteers/student workers/interns are expected to conduct themselves in a manner that contributes to the orderly running of the Public Defender. Some types of behavior cannot be tolerated:

a. Alcohol/Illegal Drugs. The use of illegal drugs or the abuse of any drug, including prescription-controlled substances, is strictly prohibited. Use of alcoholic beverages or being under the influence of alcohol during Public Defender work hours or immediately before reporting for duty are prohibited.

b. Relationships/Contact with Clients or Client Family Members. Volunteers/student workers/interns may not allow themselves to show partiality toward, or become emotionally or financially involved with clients, former clients, or persons known (or who should have been known based on circumstances) to the volunteer/student worker/intern as a family member or close friend of the client or former client.

8. **Return of Property**. At any time, upon request of the Public Defender, and upon termination of volunteer/student worker/intern service, the undersigned shall return promptly to the Public Defender all copies of confidential information and all records, correspondence, files, equipment, computers, supplies, and any other materials furnished, used, or generated in connection with, and during the course of the undersigned’s volunteer service (either electronically or in physical form), and any copies of the foregoing, all of which are the sole property of the Public Defender. Obligations under this Agreement shall survive the termination of the volunteer/student work/intern service with the Public Defender, regardless of the manner of or reasons for such termination. This Agreement shall be governed and construed according to the laws of the Commonwealth of Pennsylvania, and shall be effective as of the first day of the undersigned’s volunteer service with the Public Defender.

By signing this Agreement, the undersigned acknowledges and understands all of its provisions and agrees to be fully bound by the same.

Printed Name:

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Signature of volunteer/intern:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship:\_\_\_\_\_\_\_\_\_\_\_\_

Personal Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted by the Public Defender:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_