

MONTANA INNOCENCE PROJECT

Confidential Disclosure and Service Agreement

In consideration of my service as a volunteer, intern, or clinic student with the Montana Innocence Project (hereafter “MTIP”) and in recognition of the fact that as a consequence of my service to MTIP I may have access to Confidential Information, and I hereby agree as follows:

1. **“Confidential Information” defined.** 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 Innocence Project whether prepared or developed by or for MTIP or received by MTIP from any outside source. Without limiting the scope of this definition, Confidential Information includes legal files and correspondence with clients of MTIP and their representatives. Confidential information shall also include any donor files, donor lists, and any business, marketing, or financial record, data, plan, or survey of MTIP; and any other record or information relating to the present or future business of MTIP. Confidential information shall also include non-public strategies, opinions, or positions of MTIP in its public policy or education arenas. All Confidential Information and copies thereof are the sole property of MTIP. Notwithstanding the foregoing, the term Confidential Information shall not apply to information MTIP has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

Any research I participate in for MTIP is solely the intellectual property of MTIP.

2. **Termination of Volunteer Service.** I agree that my volunteer service with the Innocence Project will be “at-will” and may be terminated at any time with or without cause or notice.
3. **Unauthorized Disclosure of Confidential Information.** Either during or following my service to MTIP, I shall not, directly or indirectly, disclose to anyone outside of MTIP any Confidential Information or use any Confidential Information for any reason other than to benefit of MTIP.
4. **Public Policy and Education.** MTIP expects anyone working in a service capacity to protect MTIP’s image and reputation. I understand that publication of MTIP positions or information, in any form, without prior approval of supervising staff is prohibited, including but not limited to publication on websites, blogs, texts, or email distribution lists.
5. **Return of Property.** At any time upon request of MTIP, and upon termination of my service, I shall promptly return all copies or originals of all Confidential Information, and all records, correspondence, files, blanks, forms, materials, supplies, and any other materials furnished, used, or generated by me in connection with, and during the course of my service (either electronically or in physical form), all of which I recognize to be solely MTIP property.

My obligations under this Agreement shall survive the termination of my volunteer service with MTIP regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this Agreement or of any other agreement I may have with MTIP. This Agreement shall be governed and construed according to the laws of Montana, and shall be deemed to be effective as of the first day of my service to MTIP. Unless specifically authorized and directed, I will not remove copies of confidential documents from the MTIP offices without prior authorization and approval from MTIP staff.

Any breach of this confidentiality agreement may subject you to civil liability and will also be reported to the bar of any state to which you may apply or already be apart of.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT I AGREE TO BE FULLY BOUND BY THE SAME.

Volunteer/Intern/Clinic Student Signature: _____ Date: _____

Volunteer/Intern/Clinic Student Printed Name: _____

FOR STUDENTS ONLY

As a student working under the supervision of attorneys licensed by the Montana State Bar, I understand that I am bound by the Montana Rules of Professional Conduct governing the duties and responsibilities of attorneys. In particular, I understand that I am bound by the duty to maintain complete confidentiality regarding any information gained through communication with a client or prospective client of MTIP. Maintaining ‘complete confidentiality’ means refraining from discussing client communication with friends, family, or ANYONE not covered by the duty of confidentiality.

My signature below constitutes an agreement to maintain inviolate client confidences and, at every peril to myself, preserve client secrets.

Signature of Student

Date

Printed Name of Student

MONTANA INNOCENCE PROJECT RELEASE

By signing this form, I understand and agree that any photographs taken of me may be used by MTIP for purpose of institutional promotion. MTIP may use these photographs in various ways, including brochures, newsletters, and advertisements. They may also be used on the World wide Web or be given to other media outlets that are doing stories about MTIP. These photographs will also become part of MTIP's archives, and may be used in the future for historical purposes.

Signature: _____ Date: _____

Printed Name: _____