



Deirdre O'Connor, Esq.
Executive Director

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Confidential Disclosure and Intern Service Agreement

In consideration of my Intern service or continued Intern service with the Innocence Matters and in recognition of the fact that as an Intern of the Innocence Matters I may have access to Confidential Information of the Innocence Matters and to information on the Innocence Matters donors, I hereby agree as follows:

1. **The Innocence Matters Business.** The Innocence Matters is committed to quality and service in every aspect of its operations. The Innocence Matters looks to and expects from its Interns a high level of competence, cooperation, loyalty, integrity, initiative, and resourcefulness. I understand that as an Intern of the Innocence Matters, I will have substantial contact with confidential documents and information. The Innocence Matters works with potentially wrongfully convicted prisoners and those awaiting trial with strong claims of innocence as pro-bono clients across the country and expects all interns to interact with these clients as well as their family members and representatives with a high degree of professionalism and understanding. The Innocence Matter also expects all interns to understand and adhere to the accepted standard of legal and ethical conduct at all times. I agree to act in accordance with the Innocence Matters expectations of me described in this paragraph.
2. **Public Charity Status.** Designated as a 501(c)(3) public charity by the Internal Revenue Service and registered with the Franchise Tax Board in the State of California, the Innocence Matters must abide by the state and federal rules and statutes that govern tax-exempt activities. The Innocence Matters must maintain and protect its tax-exempt status at all times and, as an intern, I agree to adhere to its policies to maintain its charitable status. I understand that this policy also specifically prohibits the referral of any potential, active or former client of the Innocence Matters to a private law firm.

3. Duties of Intern. I shall comply with all the Innocence Matters rules, procedures, and standards governing the conduct of interns and their access to and use of the Innocence Matters' property, equipment, and facilities. I understand that I can use information about the clients **only** for those purposes requested by the Innocence Matters and that any research I participate in for the Innocence Matters is solely the intellectual property of the Innocence Matters. I understand that the Innocence Matters 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.
4. Termination of Intern Service. I agree that my intern service with the Innocence Matters will be "at-will" and may be terminated at any time with or without cause or notice, except that to the extent the internship was arranged in conjunction with my school's externship program, Innocence Matters agrees to abide by the expressed provisions of its partnership with that externship program.
5. Commitment. I recognize that by assuming the position of intern, I am becoming an important part of the defense team. As such, the client becomes "my" client, and s/he, my team members and the organization all depend on me to honor my commitment. I agree that I will honor the terms of my commitment to Innocence Matters, the team, and my client. I agree that should an **unexpected event creating a true hardship** necessitate my early departure, I will provide prompt and sufficient notice (2 weeks) and arrange for the smooth transition of any work so that neither the organization nor the client suffers from my early departure.
I hereby commit that I will intern at Innocence Matters for _____ weeks/months, for a minimum of _____ hours per week.
6. Unauthorized Disclosure of Confidential Information. While interning at the Innocence Matters and thereafter, I shall not, directly or indirectly, disclose to anyone outside of the Innocence Matters any Confidential Information (as hereinafter defined) or use any Confidential Information other than pursuant to my intern service by and for the benefit of the Innocence Matters.
7. Definition of 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 the Innocence Matters whether prepared or developed by or for the Innocence Matters or received by the Innocence Matters from any outside source. Without limiting the scope of this definition, Confidential Information includes any donor files, donor lists, and any business, marketing or financial record, data, plan, or survey of the Innocence Matters; and any other record or information relating to the present or future business of the Innocence Matters. Confidential Information shall also include legal files and correspondence with clients of the Innocence Matters and their representatives. Confidential Information shall also include non-public strategies, opinions, or positions of the Innocence Matters in its

public policy or education arenas. All Confidential Information and copies thereof are the sole property of the Innocence Matters. Notwithstanding the foregoing, the term Confidential Information shall not apply to information that the Innocence Matters has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

8. The Innocence Matters is engaged in public policy and public education work. As such, its public image and reputation are critical to its success. The Innocence Matters expects all interns to protect the image of the Innocence Matters that it projects and strives to maintain and I agree to do so. I understand that publication of Innocence Matters positions or information, in any form, without prior approval of supervising staff is prohibited, including but not limited to publication on web sites, blogs, or e-mail distribution lists.

9. Return of Property. At any time upon request of the Innocence Matters, and upon termination of my intern service, I shall return promptly to the Innocence Matters, all copies 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 intern service (either electronically or in physical form), and any copies of the foregoing, all of which I record I recognize to be the sole property of the Innocence Matters.

My obligations under this Agreement shall survive the termination of my intern service with the Innocence Matters regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this Agreement or any other agreement I may have with the Innocence Matters. This Agreement shall be governed and construed according to the laws of California, and shall be deemed to be effective as of the first day of my intern service with the Innocence Matters. In no event will I remove copies of confidential documents from the Innocence Matters office or remote access file system. All work product, including preliminary drafts, will be stored in the office or the remote access file system.
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.

Intern: _____
Signature

Date: _____

Name

Accepted by: _____
Deirdre O'Connor
Executive Director

Date: _____