

CONFIDENTIALITY AGREEMENT

Compliance with this agreement is a condition of internship/externship/mentorship/observation or any other voluntary, unpaid participation in the Fifth Judicial Circuit. Such individuals shall hereinafter be referred to as “Parties”.

For purposes of this agreement, confidential information is: **(a)** written, electronic, or oral information relating to cases filed in the Fifth Judicial Circuit except statements made in oral arguments or in other venues open to the public, briefs and other papers filed with the clerk’s office, and opinions or orders made public through issuance by the court; **(b)** information concerning the Court’s decision-making process; and **(c)** information pertaining to administrative matters of the Court identified by the court as confidential. Confidential information under this agreement is not equivalent to confidential or exempt information under Florida’s public records laws and court rules.

Individuals covered by this agreement are all “parties” (as described above) volunteering for the Fifth Judicial Circuit. Staff covered by this agreement are all employees of the Fifth Judicial Circuit, including but not limited to personal staff to judges, central staff attorneys, employees of the Clerk’s Office, and employees of Court Administration.

- A.** Parties shall not disclose confidential information acquired in the course of their work with the Court other than to current staff who are bound by the terms of this agreement and who are authorized to have access to the information.
- B.** Parties shall not disclose confidential Court documents to any person other than to current staff who are bound by the terms of this policy and who are authorized to have access to the information contained in those documents.
- C.** Parties shall not comment publicly about unannounced case-related matters that were, presently are, or will be before the Court in its decision-making capacity.
- D.** Any writing produced by Parties while working on Court or Court Administration business is the property of the Court or Court Administration, and shall not be used as a writing sample for any purpose.
- E.** Parties misconduct involving unauthorized disclosure or use of confidential information may result in termination of the volunteer agreement, reporting to the appropriate agency including submission of a report to The Florida Bar of Bar Examiners (if applicable), the OSCA, the college/university or any other relevant agency for consideration in determining fitness to practice law, obtain mediation certification or interpreter certification.
- F.** This confidentiality agreement continues after completion of volunteer work with the Court or Court Administration.

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge that I have received and read the confidentiality policy of the Fifth Judicial Circuit. I certify that I understand and will comply with the requirements of this policy.

Print Name

Signature

Date