SAMPLE ADMINISTRATIVE FORM

EMPLOYEE CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name] [Address]

in the State of Florida, agree that my employment by [name of firm] “**the firm”** shall be strictly on the following terms and conditions:

1. I acknowledge that I have been advised by **the firm** that all information and documents that I may have knowledge of or access to through my employment with **the firm** are strictly confidential.
2. I agree at all times to treat as confidential all information acquired through my employment with **the firm**, and not to disclose same except as authorized in the course of my employment or by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of **the firm**. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, photograph, scan, email, distribute, or disseminate such information, except as authorized in the course of my employment or by law.

I understand that this agreement includes:

(a) never discussing the personality of a client, his or her file or any details thereof with anyone other than a member of **the firm** directly concerned;

(b) avoiding the use of names of clients in conversations with other clients, friends or relatives;

(c) ensuring that disclosures of information are made only to persons entitled to that information;

(d) ensuring that conversations relating to clients or other **firm** business are not conducted in the elevator, in the reception area, or other public areas where conversations may be heard by other than **firm** personnel; and

1. I understand and acknowledge that, as an employee of **the firm**, I am required to honor and be bound by the provisions of the *Rules Regulating The Florida Bar* in matters of confidentiality of information in the same manner as all the lawyers in **the firm**, even after I have left the employment of **the firm.**

a) A lawyer shall hold in strict confidence all information concerning the business and affairs of the client acquired in the course of the professional relationship, regardless of the nature or source of the information or of the fact that others may share the knowledge, and shall not divulge any such information unless disclosure is expressly or impliedly authorized by the client, or is required by law or by a court.

(b) A lawyer shall take all reasonable steps to ensure the privacy and safekeeping of a client’s confidential information.

(c) A lawyer shall not disclose the facts of having been consulted or retained by a person unless the nature of the matter requires such disclosure.

(d) A lawyer shall preserve the client’s secrets even after the termination of the services.

1. I understand that compliance with the confidentiality requirements of **the firm** is a condition of my employment and that failure to comply with the policy may result in termination of my employment by **the firm**.
2. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment.
3. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Witness Print Name