



**NEW MEXICO
LAW OFFICES OF THE
PUBLIC DEFENDER**

Chief Public Defender
Bennett J. Baur

Ethical Requirements and Confidential Information

As a staff employee, volunteer, intern or independent contractor of the Law Offices of the Public Defender, a law firm, I am bound by the New Mexico Rules of Professional Conduct in the same way a lawyer is. Non-lawyers cannot be professionally disciplined for violations of ethical rules, but lawyers can, in several instances, be disciplined for the acts of their employees, contractors or volunteers. A violation of ethical rules by such a person may also subject person and the State to significant civil liability.

As a staff employee, volunteer, intern or independent contractor of the Law Offices of the Public Defender, I will come into contact with all kinds of information about the Public Defender, its clients and their cases. I will be exposed to client confidences and secrets (including potentially incriminating information), correspondence, legal documents, and financial data which are entrusted to the Public Defender as the client's legal advisor or advocate. I agree that: (a) I will forever hold such information in trust and confidence; (b) I will never use such information for my own benefit or the benefit of others; (c) I will not divulge such information at any time in any form to any person not entitled to such information unless directed by the Public Defender or by a court of competent jurisdiction, and (d) this duty continues forever, even if the client dies.

I recognize that unauthorized use or disclosure of any information, files, or belongings of clients to any unauthorized person outside the Public Defender violates legal ethics and can subject me to immediate discharge from my relationship with the Public Defender. In addition, unauthorized disclosure could subject me and the Public Defender to civil liability to the client.

I hereby certify that I have read and understand the New Mexico Rules of Professional Conduct and the Comments to each rule.

I agree to indemnify the Public Defender and the State of New Mexico for any civil or criminal liability that it may incur due to my unauthorized disclosure or use of confidential information.

A breach of this agreement is grounds for immediate discharge.

Print Name and Signature

Date