

Sample Internal Confidentiality and Information Security Agreement

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Meet Mark:

Mark Bassingthwaighte, Esq., serves as Risk Manager at [ALPS](#), a leading provider of insurance and risk management solutions for law firms. Since joining ALPS in 1998, Mark has worked with more than 1200 law firms nationwide, helping attorneys identify vulnerabilities, strengthen firm operations, and reduce professional liability risks.

He has presented over 700 continuing legal education (CLE) seminars across the United States and written extensively on the topics of risk management, legal ethics, and cyber security.

A trusted voice in the legal community, Mark is a member of the State Bar of Montana and the American Bar Association and holds a J.D. from Drake University Law School. His mission is to help attorneys build safer, more resilient practices in a rapidly evolving legal environment.



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Confidentiality is fundamental to the attorney-client relationship and to this firm's ethical and professional obligations. All attorneys, staff, contract employees, and temporary personnel are collectively responsible for protecting client information at all times. This Agreement outlines the minimum standards required to safeguard client information in all formats and settings.

1. Scope of Confidential Information

For purposes of this Agreement, "Confidential Information" includes **all information relating to current, former, or prospective clients**, regardless of how it is received, stored, or transmitted. This includes but is not limited to:

- Client identities and contact information.
- Legal matters, strategies, notes, and communications.
- Documents, files, and work product (physical or electronic).
- Financial, medical, or other personal information.
- Information learned through casual conversations, meetings, or internal discussions.
- Information that may be publicly available if learned through firm employment.

2. Duty of Confidentiality

You are required to:

- Always maintain the confidentiality of all client information, unless disclosure is authorized by a supervising attorney or required by law.
- Use Confidential Information solely for purposes of performing your duties for the firm.
- Never discuss client matters with anyone outside the firm, including family members, friends, or acquaintances.
- Limit internal discussions of client matters to individuals with a legitimate need to know.

This duty applies to **all attorneys, staff, contractor employees, and temporary personnel**.

3. Electronic Communications and Technology Use





You must take reasonable and proactive steps to safeguard Confidential Information when using technology. This includes:

- Using only firm-approved devices, systems, applications, and cloud services when required.
- Using personal devices for firm work only if permitted and configured in accordance with firm policies.
- Protecting passwords, enabling multi-factor authentication, and never sharing login credentials.
- Avoiding public or unsecured Wi-Fi unless appropriate safeguards (e.g., VPN) are in place.
- Ensuring screens and devices are not visible to or accessible by unauthorized individuals.
- Never forwarding firm emails or documents to personal accounts unless expressly authorized.
- Using only approved methods for texting or messaging about client matters.
- Never using unapproved cloud storage platforms (e.g., personal Dropbox, Google Drive, iCloud) for firm work.

Technology-related confidentiality obligations apply whether you are in the office, at home, or working remotely.

4. Remote Work and Offsite Conduct

When working remotely or outside the office, you must:

- Maintain the same level of confidentiality as within the office.
- Conduct calls, video meetings, and discussions in private settings where conversations cannot be overheard.
- Secure physical files, desktops, laptops, and mobile devices from unauthorized access, to include preventing access by family members, roommates, and friends.
- Properly dispose of printed materials (e.g. shredding).

5. Physical File and Workspace Security

You are responsible for:

- Securing files when not in use (e.g., locked offices, drawers, or cabinets).
- Keeping desks and workspaces clear of sensitive materials when unattended.
- Ensuring that any physical transport of files occurs in a secure manner.



- Following firm policies regarding file storage, retention, and destruction.

6. Inadvertent Disclosure and Security Incidents

You must **immediately report** any actual or suspected:

- Unauthorized access, disclosure, or loss of Confidential Information.
- Misdirected emails, lost devices, or phishing attempts.
- Additional events or irregularities that could place client confidentiality at risk.

Reports must be made promptly to the supervising attorney or designated firm contact so the firm can take appropriate remedial action.

7. Continuing Obligation

Your duty of confidentiality continues:

- After a matter concludes.
- After the attorney-client relationship ends.
- After your employment or association with the firm ends.

You may not retain, use, or disclose any Confidential Information after leaving the firm. This includes client lists, templates, forms, or any other firm materials unless expressly authorized.

8. Questions and Guidance

If you are uncertain about how to handle information or whether a particular action is appropriate, you must seek guidance from a supervising attorney or firm management before proceeding. Asking questions is expected and helps protect clients and the firm.

9. Acknowledgment and Compliance

By signing below, you acknowledge that:

- You have read and understand this Agreement.
- You agree to comply with its terms and all related firm policies (including technology use, remote-work, and document-retention policies).



You understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, and may have additional legal or professional consequences.

Signature: _____

Printed Name: _____

Date: _____