

## **VOLUNTEER INTERNSHIP PROGRAM (VIP) Agreement**

The parties to this agreement are the Denton County Criminal District Attorney's Office, ("DCCDA") and \_\_\_\_\_, who has been selected for admission into the Volunteer Internship Program ("VIP") and who will hereinafter be referred to as "**Intern.**"

### **PURPOSE**

The purpose of this agreement is to provide an understanding and agreement about the responsibilities of the DCDAO and those members of the community who are selected to participate in the Volunteer Internship Program.

The DCDAO represents the State of Texas in all criminal cases in the County and District Courts of Denton County and in appeals there from. The DCCDA also provides civil legal services for and serves as legal counsel to the elected officials and department heads of Denton County. While the DCDAO has the duty to protect and defend victims in all criminal cases in the courts of Denton County and to support the efforts of law enforcement agencies towards that end, it is the primary duty of the DCCDA not to convict, but to see that justice is done. The DCCDA periodically needs assistance from members of the community to accomplish these duties and goals and has, therefore, established a Volunteer Internship Program.

### **ASSURANCES**

In exchange for acceptance into the Volunteer Internship Program and as a condition of acceptance into this program, Intern agrees to abide by the following rules and regulations and makes assurances as follows:

- 1) **WORK ETHIC:** Intern accepts the relationship of trust and confidence established by this agreement and covenants with the DCCDA to utilize Intern's best skills, efforts and judgment in performing work expeditiously and in a manner consistent with and in furtherance of the interests and responsibilities of the DCCDA.
- 2) **CONFIDENTIALITY:** Intern shall not disclose privileged or confidential communications or information acquired in the course of investigation or preparation of any case assigned to the DCDAO unless authorized by the Court, the DCCDA or by law. Intern agrees to adhere to all confidentiality requirements, for work conducted for the DCCDA under this agreement. Intern shall abstain from comment on cases in which he or she serves. This confidentiality requirement and agreement extends beyond the time that the intern is serving as a volunteer and remains in effect until such time as the case is disposed of in trial and on appeal.
- 3) **PROFESSIONAL DEMEANOR:** Intern shall conduct himself or herself in a manner consistent with the dignity of the Court and the DCCDA and shall be as unobtrusive as possible in all proceedings.
- 4) **IMPARTIALITY/CONFLICT OF INTEREST:** Intern shall be impartial and unbiased and shall not engage in conduct creating the appearance of bias, prejudice, or partiality.

Intern shall immediately disclose to the DCCDA any real, potential or perceived conflicts of interest. Any condition that interferes with the objectivity of Intern shall constitute a conflict of interest. A conflict exists if Intern is acquainted with or related to any witness or party to the action or if Intern has a financial interest in the outcome of the case.

5) **CAPACITY TO SERVE:** The DCCDA and intern shall assess at all times intern's ability to deliver services pursuant to this agreement. If intern has any reservation regarding his or her ability to satisfy and/or complete an assignment competently, Intern shall immediately convey such reservation to the DCCDA.

6) **DUTY TO REPORT ETHICAL VIOLATIONS:** Intern shall report to the DCCDA any effort to influence or impede the performance of his or her duties, or his or her compliance with any legal requirement, any provision of law, or any other official policy of the DCCDA and the Volunteer Internship Program. An Intern having knowledge that another intern has committed a violation of any provision of this code shall inform the DCCDA immediately.

7) **CODE OF CONDUCT:** Intern understands and agrees that the DCCDA is a law enforcement agency and further agrees that he or she will not engage in violations of State or Federal laws or in activities that advocate or promote the violation of State or Federal laws. Intern agrees to a criminal history investigation and warrants that Intern has not been arrested for or convicted of any State or Federal offense.

8) **INDEMNIFICATION:** Intern is an independent contractor and not an agent or employee of the DCCDA or the County, and is responsible for his or her own acts, forbearance, negligence and deeds, in conjunction with the performance of work covered under the program and this agreement. Intern agrees to indemnify and hold harmless the DCCDA and the County incurred by or sought to be imposed on DCCDA or County from any loss or damage of personal property or any claim of bodily injury, arising out of or in any way related to the performance of, attempted performance of, or failure to perform the services under this agreement by Intern.

9) **SOVEREIGN IMMUNITY:** This agreement is expressly made subject to the DCCDA's and County's Sovereign Immunity under all applicable Federal and State law. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver or any immunities from suit or from liability that the DCCDA and the County has by operation of law. Nothing in this contract is intended to benefit any third party beneficiary.

10) **ENFORCEABILITY/TERMINATION:** The DCCDA reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of the DCCDA. In the event of breach or default of this agreement, the DCCDA reserves the right to make the sole determination of a breach or default of this agreement. The DCCDA further reserves the right, in its sole discretion, to terminate without notice Intern's participation in this program as necessary to protect the constitutional rights of clients, victims, law enforcement agencies and the interests of the DCCDA.

By their signatures below, the duly authorized representatives of County and Intern accept the terms of this agreement in full.

**EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.**

\_\_\_\_\_  
**DENTON COUNTY DISTRICT ATTORNEY**

\_\_\_\_\_  
**INTERN**