



Law Co-operative Education Program

Law Co-op Student Handbook

LAW CO-OP HANDBOOK

The purpose of this Handbook is to acquaint you with the process of Co-operative Education in the Faculty of Law and to explain the rules and procedures that you are responsible for knowing and following. The Co-operative Education learning model is based on classroom instruction blended with practical work experience. The Law Co-op Office Staff, Faculty and employer supervisors are all resources for learning and guidance for students.

The Law Co-op Office Staff are available to you for any questions you may have.

The Law Co-op Office Staff

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ADMISSION TO LAW CO-OP

Admission to the Law Co-op program is granted through a lottery that takes place during your first term of first-year law. Thirty-five students are admitted through this lottery each year, and five additional spaces are allocated for students who have experienced social or economic barriers to entering law school or the legal profession.

CO-OP PROGRAM REQUIREMENTS

Three Work Terms

Students admitted to Law Co-op must complete three work term placements in offices where there is a legally trained supervisor readily available to the student, if not on site. The majority of the student's work must be done in English.

The first three work terms completed are the three mandatory work terms. The summer after first year is an optional Co-op term. Students who have their first work term following first year have an optional fourth work term in their last summer. Students completing mandatory co-op placements have priority in placement over students looking to secure an optional fourth work term.

Optional schedules for completing your J.D. (Co-op) degree.

Option 1

Year 1 Fall	Spring	Summer	Year 2 Fall	Spring	Summer	Year 3 Fall	Spring	Summer
Study	Study	<i>Work</i>	Study	<i>Work</i>	Study	<i>Work</i>	Study	Study

Option 2

Year 1 Fall	Spring	Summer	Year 2 Fall	Spring	Summer	Year 3 Fall	Spring	Summer	Year 4 Fall
Study	Study	<i>Opt</i>	Study	<i>Work</i>	Study	<i>Work</i>	Study	<i>Work</i>	Study

Option 3

Year 1 Fall	Spring	Summer	Year 2 Fall	Spring	Summer	Year 3 Fall	Spring	Summer	Year 4 Fall
Study	Study	<i>Work</i>	Study	<i>Work</i>	Study	<i>Work</i>	Study	<i>Optional 4th work term</i>	Study

Work Term Placement Requirements

A work term consists of at least 12 weeks of full-time paid employment. In each work term, students are required to:

- (1) pay Co-op fees by the end of the first month of each work term (these are tuition fees to be paid directly to the University of Victoria);
- (2) complete a Work Term Report which demonstrates legal analysis and technical writing skills; and
- (3) receive a satisfactory assessment from the Law Co-op Coordinator. The Coordinator bases the assessment on the evaluation of the supervisor and the work site visit.

Students are evaluated on a **pass/fail basis**. Failure on the work term report will result in the student being required to rewrite the report. Failure on the work term performance evaluation will normally require the student to withdraw from the Law Co-op Program.

Please refer to Appendix A - Law Co-op Regulations and Appendix B - Terms and Conditions of Participation to ensure you understand the requirements and obligations of students participating in the Law Co-op Program.

Public and Private Sector Work Terms

Law Co-op Students are encouraged to complete one work term in the public sector, normally with a policy or regulatory division, and one placement in a law office, normally in a private law office. We hope that each student will seek an additional work term experience in an adjudication placement, with an advocacy organization, or with an organization performing community service.

The objective of the Program is to provide students with a range of different experience. Students are generally not permitted to return to the same employer or to have consecutive work terms with the same employer.

Professional Responsibility

Students are expected to perform their roles consistent with the Rules of the Professional Code of Conduct for lawyers (see Appendix C to this Handbook) and to observe all UVic policies and guidelines with respect to student conduct. A breach of either standard of conduct may result in a student being required to withdraw from the Law Co-op Program.

Keeping in Touch with the Law School

You must maintain and regularly monitor your UVic email address. The Law Co-op Office will be sending you important information throughout your work term regarding site visits, evaluations, etc. The Law school will also email you any information you

may need during your placement, such as the selection of courses, graduation, scholarship information, articling information and other deadlines.

Stop Outs

If at any time after being admitted to Law Co-op and before graduation, you are not on either a work term or an academic term (other than during the optional work term in the summer after first year or a 4th optional work term), you must formally "stop out" from your studies. Students who wish to stop out must request and obtain permission from the Office of the Associate Dean, Academic and Student Relations.

Law Co-op and the J.D. Program

The Law Co-op Program provides law students with the exciting opportunity to work in a variety of legal settings before graduation. Participating in the Law Co-op Program does, however, impact involvement in some academic and extra-curricular activities, as follows:

- **Mandatory Summer:** All Law co-op students are required to attend one academic summer session and this is typically the second semester of second year. Third year students (co-op and non-coop) have priority for admission to Law Centre during summer academic semesters.
- **Mandatory Schedules:** Law Co-op students are required to follow one of the three academic/work term schedules outlined on page 3 of this Handbook. Any schedule changes must be approved, in writing, by both the Law Co-op Coordinator and the Associate Dean, Academic and Student Relations, and approval will be granted only in exceptional circumstances.
- **Co-op Course and Job Search:** Co-op students are required to attend the Co-op class and search for Co-op positions while attending an academic term. The time commitment can be equivalent to taking an additional course.
- **Mooting:** Co-op students have participated in moots and mooting coaches have discretion to select the team most appropriate for each individual moot. The alternating academic/work term Co-op schedule can, however, impact eligibility for moots.
- **Environmental Law Clinic (ELC) Intensive:** Three students will be permitted to participate in both the Law Co-op Program and the ELC Intensive during each academic year. Participating in both the ELC Intensive and the Law Co-op Program requires the written permission of the Law Co-op Coordinator and the Associate Dean, Academic and Student Relations. Please speak to the Law Co-op Coordinator and Deborah Curran (ELC Program Director) for more information about the admission process.
- **Appeal:** Students are not permitted to participate in a Co-op work term while they are enrolled in the Appeal Course. Any changes to the mandatory Co-op schedules must be approved, in writing, by both the Law Co-op Coordinator and the Associate Dean, Academic and Student Relations.
- **Law Students Society (LSS):** Co-op students are eligible to compete for some LSS positions and typically do a split term, meaning they run with another classmate who

has an opposite academic/work term schedule. Some positions, such as LSS President and Treasurer, however, cannot be split between two students thus making Co-op students ineligible to compete.

- **Faculty Research Positions/Fellowships:** Non-coop students have priority in competitions for these positions.
- **Course selection:** Due to the alternating academic/work term Co-op schedule, there will be some limits to course selection. Please refer to the Course Offering Patterns document on the UVic Law website for guidance with course selection.
- **Graduate 4 - 8 months later:** Work terms extend the length of the J.D. with Co-op program. Please speak to the Law Co-op Coordinator and/or the Law Careers officer about how this may impact access to articles and clerkships.

CO-OP POSITIONS

Co-op employers are engaged in practically all of the major areas of law and consequently, your experiences on your work term placements will cover a wide spectrum. Certain similarities can also be expected.

Research: Most Co-op positions require good research skills. You must be able to make productive and accurate use of: a Law Library; electronic legal data bases and the Internet; legislation and regulatory materials; case law; and, secondary sources such as Law Review articles and standard topical treatises.

Writing: Clear, concise writing is also essential. Employers expect a co-op student to be able to research a point of law or fact and to put the findings into a written form that does not require editing for clarity, logic or accuracy.

Specific Legal Knowledge: Lawyers seldom "know" the law in a given area unless it is one in which they are constantly engaged or have recently researched. Likewise, students are not presumed to know all relevant law, but rather to understand the fundamentals and to be able to learn readily through study and research. Where specific knowledge is a prerequisite for a particular position, the prerequisites will be noted in the job description.

Range of Work: In some jobs, typically larger law firms, research and writing will take up most of your time. In contrast, public sector employers performing regulatory functions and smaller firms tend to use students in more varied roles such as interviewing, drafting motions and other pleadings, and appearing in court.

Offshore Placements: Offshore placements must be in accordance with Co-op's guidelines for international work terms. Also, international employers must provide a legally trained supervisor and the office must do the majority of its work in English. Students may arrange their own offshore placements within these criteria.

PLANNING THE JOB SEARCH

The work term recruitment takes place during the academic semester preceding the anticipated start date of the work term. Most positions are posted electronically through the Learning in Motion website - <https://learninginmotion.uvic.ca/home.htm>. Other posting mechanisms are utilized, however, so please monitor your email for notices from the Law Co-op Office.

Some students will secure positions quickly and others will not have a position lined up until after exams. There is no correlation between the time when a position is obtained and its ultimate educational value. It is common for students to have to apply for several positions before obtaining a job offer. Please remember that the Law Co-op Office cannot guarantee positions so it is advisable to start looking early and to dedicate the time needed to making your job search successful. The key is to be purposeful and flexible in your Co-op job search.

Talk to People Who Have Had Co-op Experiences

Get a feel for the various types of Co-op experiences available by talking to other Co-op students who have been in these positions. Sit in on the group debriefing sessions and talk to the Co-op staff, faculty and students who can provide additional insight and guidance.

Pay Attention to the Co-op Program as Follows

- 1) You must attend the **mandatory** first year Co-op Course that is scheduled in the fall and spring semester. Each session addresses pertinent issues related to Co-op, and will provide you with the information necessary for participating successfully in the recruitment and placement process.
- 2) It is important that students keep the Law Co-op Office informed of locations and areas of interest so that employers in these regions/areas are adequately represented in the employer pool. Be prepared to seek your own Co-op position in an area of interest or unique location.
- 3) Check your UVic email regularly and maintain contact with the Co-op staff.
- 4) Pay attention to the Co-op deadlines each term. You will receive ample notice of the deadlines. Watch your UVic email for reminders. If you anticipate a problem with meeting any commitment you must advise the Co-op Office immediately.
- 5) Be very organized about Co-op. The *Took Kit* section in the Co-op Binder is a useful place to record interview dates and feedback.

If you have questions or concerns about Co-op, bring them to the attention of the Co-op staff immediately.

THE WORK TERM PLACEMENT PROCESS

The Law Co-op Office manages all aspects of the placement process. This includes sending applications to employers, arranging interviews, extending job offers, etc. Students do not have direct contact with employers until an interview and then once a job offer has been extended.

Securing your first placement can be stressful – this is normal. You will find, however, as you get used to the process and have more interviews, the process becomes much easier. In the first Co-op term, students tend to apply to more positions (6-8) but become more selective once they have one term behind them and know what to expect. Only apply for jobs for which you would readily accept an offer should it be extended.

Applications

- An application generally consists of a cover letter and a resume. Any additional documents that are required, such as transcripts and writing samples, will be noted in the job description.

Law grades

- Grades will not be available for the first summer work term but some employers will require first year students to self-report grades. Forms for self-reporting can be picked up at the Co-op office and require signature from the Office of the Associate Dean, Academic and Student Relations. **Do this early and do not leave it until the date the job posting closes.**
- Public sector positions do not usually require grades while private firms almost always require transcripts. It is not necessary to get 'Official' transcripts from the University. 'Unofficial' copies are usually sufficient and can be attached with your job application through the co-op database. Simply select “yes” for transcripts when you apply to a specific co-op job.

Interviews

- The employer will send a list of applicants short-listed for interviews to the Co-op Office. If you have been short listed for an interview you will receive an email notifying you. Interview sign-up is done online.
- Interviews may occur at the school, the place of employment, or over the phone.
- It is essential that you do some research on the job before the interview. Some easy ways to do this include:
 - talking to former Co-op students or the current student on the job;
 - reviewing the BC Government website (<http://employment.gov.bc.ca>) for interview tips
 - reading annual reports or any particularly relevant legislation for government placements; and
 - reading firm brochures for private placements.

Job Offers:

- The employer will advise the Co-op office of the interview results.
- The Law Co-op Office will inform the successful candidate.

- Students are given 24 hours to decide whether to accept a job offer.
- Students cannot hold onto one offer in order to wait to hear the result of another competition.

Accepting the Job

- After you accept the position, the Co-op Office will send a confirmation to you. You must fill out Work Term Registration Form promptly and submit this to the Co-op Office.
- You must contact the employer directly as soon as possible after accepting the position to arrange a start date and completion date. This is the time to advise the employer if you have a specific period of absence during the term that you require leave from work (i.e. holidays for family functions).
- Once you accept a position, you cannot apply for other Co-op positions for the term in question.

Setting Up Your Own Placement

Students are encouraged to develop their own Co-op job opportunities outside of those currently participating in the Program. You **MUST**, however, check with the Co-op Office before pursuing your own job to ensure that protocols are met and that employers are qualified.

You may not communicate directly or indirectly (through faculty, friends or other persons) with currently participating Co-op employers except with the knowledge and authorization of the Law Co-op Office Staff. It is your responsibility to know or to ask whether employers are participating. The purpose of this rule is to ensure fairness, and it is to be read broadly as prohibiting any and all conduct that gives you an unfair advantage over your classmates in the job acquisition process. Students who violate this rule will be subject to sanctions.

The key is to **START EARLY** - 4 - 6 months prior for a work term within Canada and 8 - 12 months prior for a work term overseas.

The Co-op Office should have a copy of a letter from any new employers stating that you will be:

1. Employed as a law student on a full-time basis for at least twelve weeks (specify the period of employment),
2. Supervised by a law graduate, and
3. Given a written evaluation of your performance (on a form provided by the Co-op Office) at the conclusion of your employment.

The letter should also contain a brief statement of the kind of work you will be assigned as well as a brief description of the employer's work. These requirements must be met in order to qualify a position. The Co-op staff is available to offer assistance on how to contact prospective employers. In addition, the Co-op Office can provide information to prospective employers about the Program, employer requirements and obligations, and hiring procedures.

Returning to School

After you return to school, you must:

- Submit your Work Term Report (preferably via email) or Evaluation of the Work Term Report if the actual report is confidential. If you have any questions about whether your report is confidential, check with your employer.
- Submit your completed Student Evaluation of Work-Term form
- Submit your completed Competency Assessment form
- Follow up with your supervisor to ensure that the Employer's Evaluation form has been submitted to the Law Co-op office
- Schedule an appointment with the Law Co-op Coordinator to debrief on your previous work term placement
- Attend a group debriefing session
- Complete an online evaluation

WHEN YOU ARE AT WORK

Salary, Insurance and Benefits

The salary and benefit package for each position is typically part of the posting in the Co-op Office. You may receive a written letter of offer from an employer that will confirm the salary and benefits for the position before you start work. Employers are responsible for paying you at least monthly. Many employers pay a lump sum to students in lieu of benefits. You are responsible for ensuring that you have FULL medical coverage. You MUST have extended health insurance for the full period you are offshore.

Sexual Harassment

Sexual harassment is unlawful. The University defines sexual harassment as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- b) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting that employee; or
- c) such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Both men and women can be victims of sexual harassment; the range of behaviors that constitutes this illegal conduct is very broad. If you have any concerns about whether you are being harassed, contact the Co-op Office immediately.

Obtaining Effective Supervision

By participating in the Law Co-op Education Program, your employer has assumed a special role as a legal educator and clinical supervisor. Students are usually hired because the supervisor is very busy and needs help. The following are some suggestions on how to obtain effective supervision:

1. You should strive to have enough, but not too much, work. You should be busy and productive during the normal working hours of your employer, which may be 7 to 12 hours a day. You should expect, on occasion, that a particular project may demand an additional time commitment.
2. Consistent with reasonable employer needs, assignments should encompass a spectrum of substantive and procedural areas of concentration allowing for some flexibility for your interests. You should analyze the work that is being done in the office and express interest in gaining experience in areas that interest you. You may need to offer to participate in extra activities, in addition to your workload, when the employer is relying on you to produce certain defined results during your term.
3. If you perform well, your employer should provide more challenging work. If your performance requires improvement, instruction and guidance should increase.
4. Assignments should be made as specific and concrete as possible. In order to help you focus on relevant issues and avoid unnecessary work, the purpose of an assigned project should be clear. If you are uncertain about what to do and your supervisor is unavailable, you should contact the student who preceded you in the position or contact the Law Coop office.
5. You should ask when the results are expected. If you anticipate not being able to meet the deadline then you should advise your supervisor as soon as this limitation is obvious (**and a reasonable time before the deadline**) and seek further instructions.
6. Ask for feedback on your work. If you do not submit anything in writing for the first month, wait for six weeks. After six weeks, you should ask your supervisor how you are doing and for any concrete feedback he or she can give you. You should plan to ask for work in an area of interest by the end of your second month. It is common for students to have difficulty obtaining feedback, but employers should provide it, so don't be afraid to ask. Some students find setting up regular meetings with their employer (i.e. once every two weeks) helpful in order to obtain feedback, discuss progress, and to identify any areas of interest for the student so that new projects can be identified.

Evaluation and the Site Visit

Co-op work terms are a substantive part of your legal education. Site visits from the Law Co-op Coordinator strengthen the school's relationship with employers and present

an opportunity to answer questions about the Co-op Program, academic planning, career options and to discuss your experiences and how to maximize the learning opportunities.

Site visits are also a good time to deal with concerns or problems in the office. If a problem does arise, a visit can be arranged at almost any time. **If you have any questions or problems while on a work term, please contact the Co-op Office -- the sooner the better.**

Your employer is required to submit a written evaluation of your performance at the end of the term. Your supervisor should review this evaluation with you. This evaluation will become part of your University record. It will not be disclosed to anyone without your permission.

You will also be asked to evaluate your work term experience in writing and in the debriefing session with the Law Co-op Coordinator. These evaluations are confidential unless you specifically give us permission to discuss them with others.

Competencies

UVic Co-op uses a competency based assessment model. UVic has developed ten Core Competencies that all Co-op students at UVic should develop throughout their work terms, as follows:

1. Personal Management
2. Communication
3. Managing Information
4. Research and Analysis
5. Project and Task Management
6. Teamwork
7. Commitment to Quality
8. Professional Behaviour
9. Social Responsibility
10. Continuous Learning

For a description and example of each of the Core Competencies, please visit the UVic Co-op and Career website at <http://www.uvic.ca/coopandcareer/>.

The Law Program-Specific Competencies are outlined in Appendix D.

Reference Letters

You should also ask your supervisor, or anyone for whom you have done substantial work, to provide you with a letter of reference. You may or may not want to use these reference letters in future applications for employment.

PROFESSIONAL RESPONSIBILITY

Law Co-op Students are subject to the same rules of ethical and professional conduct as lawyers. Students should familiarize themselves with the Professional Conduct Handbook and the Law Society Act in the jurisdiction in which they are working. Any ethical questions should be discussed with the supervising lawyer, and when necessary, with the Co-op Office. Please refer to Appendix C for additional information.

Student at Law

In dealing with anyone during a work term you must identify yourself as a law student and not leave an impression that you are a lawyer. You represent the lawyer for whom you are working, their office, the Faculty of Law and the Co-op Program when you are at work. Do not damage their reputations or your own by misleading anyone or doing anything that could be interpreted as in breach of the Professional Code of Conduct.

Unauthorized Practice of Law

Co-op work terms are a wonderful opportunity to gain experience and learn. From your first hour you are a legal professional judged and remembered for your professional responsibility. Always identify yourself as a law student or student-at-law, not as a lawyer.

Disclosure will solve many, but not all, problems. When you are working in a law office in most provinces, you are eligible for temporary articles (e.g. B. C.) You must apply for temporary articles in a timely manner. You must determine your status from your supervising lawyer or the Co-op Office before you act as a representative.

Confidentiality

Everything you learn at the office that has not been put in the public domain is confidential. Any information given to you is subject to solicitor/client privilege and can only be released with your client's permission. When in doubt say nothing!!

Special care must be taken with anything you do in writing. Never take anything you produce at work out of the office without your supervisor's explicit permission. Never use a writing sample without the client's permission. Deletion of client names is not enough, as clients can potentially be identified by facts and circumstances. When you are leaving your place of work, ask your supervisor before taking copies of any of your work. You should request permission to retain copies for your personal reference, but you may not share them with anyone else without specific permission.

Conflict of Interest

Particular care should be taken to avoid conflicts of interest in your Co-op positions. Obviously you cannot personally represent clients in the same or substantially related matters while on different Co-op work terms. You must also ensure that the offices you are working in do not become disqualified in a particular matter because of your representation of an adverse client. This is a sensitive area, and any questions should be brought to the attention of the Co-op Coordinator.

RELATIONSHIP WITH THE UNIVERSITY

Status as a Student

During your work term, you are considered a full-time student. This is important for financial aid considerations. If you are on a local Co-op placement, you can use UVic services, such as the athletic facilities, however, you will need to “opt-in” by contacting the UVSS office. Students who are working outside of Victoria are eligible for an “off campus sticker” which also identifies you as a bona fide registered full-time student which will allow you to access non-local academic services (such as using a library at another university). Stickers are available at the Law Co-op Office.

Course Selection

Good course planning is important. The issues Law Co-op students must be mindful of are as follows:

- You cannot enroll in courses for a semester that is scheduled to be a work term. For example, you cannot enroll in courses in the Spring term of second year.
- Co-op students **must** attend a summer academic session and this is usually the second term of second year. Students are strongly encouraged to avoid taking classes being offered in their mandatory academic summer in a preceding academic semester.
- Co-op students are strongly encouraged to take 7.5 units in their first term of second year, since the second term of second year will be during the mandatory summer session when course selection is more limited.
- Students are responsible for ensuring that they meet the credit requirements for each year as specified by the Faculty of Law.
- Co-op students are generally not permitted to take academic courses while they are enrolled in a Co-op work term.
- Co-op students **must obtain written permission** from the Law Co-op Coordinator and the Associate Dean of Academic and Student Relations to make any changes to their academic/work-term schedule. To request permission, please submit a completed Request for Permission to Change Academic/Work Term Schedule form to the Law Co-op Office. Requests must be made in advance of registering for courses or applying for jobs that follow the proposed amended schedule. Failure to obtain permission in advance may result in students being withdrawn from courses and ineligibility for co-op job postings.

Applying for Clerkships and Articles

By entering into the Co-op Program, you become a hybrid as far as your year is concerned. You do not graduate at the same time as the non Co-op students you entered law school with in first year. Depending on the timing and number of work terms you complete, you could graduate 4 or 8 months after the date you would normally graduate if you did not participate in Co-op. This has implications for your future career planning, so please discuss these issues with the Law Co-op Coordinator.

Law firms, at least in B.C., can be flexible regarding when students begin articling. This flexibility varies, however, from province to province due to the timing of courses equivalent to the Law Society of BC's Professional Legal Training Course (PLTC). In B.C., PLTC is offered three times a year, but some other provinces offer their course only once a year. This can have an impact on when firms are able and/or willing to take articling, and even Co-op students.

Law Co-op Committee

The Law Co-op Committee consists of faculty members, including one faculty chair, the Law Co-op Coordinator, the Law Co-op Assistant and student representatives. The Committee can meet at the request of the faculty chair or the Law Co-op Coordinator. If you wish the Committee to consider an issue, you may raise it with anyone on the Committee. Meetings are informal and input is welcome. If you wish to attend a meeting let the Co-op Office know.

Concurrent Degree Co-op Students (MPA/J.D.)

Students who have been accepted into the concurrent degree program should meet as soon as possible with the graduate student advisor in the School of Public Administration to plan the sequencing of their MPA degree requirements.

The following are rules that apply specifically to concurrent degree Co-op students:

1. Students who have been admitted to the MPA and J.D. concurrent degree program prior to beginning first year law or public administration will complete the first year law program and be eligible to compete for a Law Co-op work term in the summer following first year. It is mandatory for students to complete two additional MPA Co-op work terms.
2. If the student is admitted to the concurrent degree program during first year law, the student's first work term may be a Law Co-op work term. It is mandatory for students to complete two additional MPA Co-op work terms.
3. Before a concurrent degree student is eligible to compete for an MPA Co-op work term, the student must complete at least one full semester of core MPA courses.

Further information with respect to fees and academic requirements for concurrent degree Co-op students may be obtained from the Administrative Officer at the Faculty of Law.

Concurrent Degree Co-op Students (MBA/J.D.)

Students who have been accepted into the concurrent degree program should meet as soon as possible with the graduate student advisor in the Faculty of Business to plan the sequencing of their MBA degree requirements.

The following are rules that apply specifically to concurrent degree Co-op students:

1. Students, as part of the MBA program, will be required to participate in the MBA Co-op program.
2. Students who are accepted in both programs before they register in first year Law, cannot enroll in the Law Co-op program.
3. Students who apply to and are accepted into the MBA program while they are in first year law may apply to the Law Co-op program in November of their first year.
4. Such students, if accepted into the Law Co-op Program, and then also accepted into the MBA program, shall withdraw from the Law Co-op program.

APPENDIX A

Law Co-op Regulations

1. The University Regulations with respect to Co-operative Education Programs are applicable to the Faculty of Law Co-op Program except to the extent that they are modified by regulations adopted by the Faculty of Law, and approved by Senate.
2. Students who have completed first year law at the University of Victoria are eligible to enroll in Law Co-op. Students who have received advance-standing credit at the University of Victoria for first year law are eligible to enroll in Law Co-op but they will be placed at the end of the wait-list where the Law Co-op Program is oversubscribed.
3. A student who registers in the Law Co-op Program must satisfactorily complete a minimum of three Co-op Work Terms in order to receive a Co-op designation on their transcript. Students are not permitted to obtain credit for any of their Co-op Work Terms on the basis of work experience obtained prior to enrollment in the Faculty.
4. Co-op Work Terms shall normally alternate with academic terms. With the permission of the Law Co-op Coordinator [hereinafter referred to as the Coordinator] a student may be permitted to enroll in a maximum of two consecutive Co-op Work Terms or two consecutive academic terms.
5. The performance of students registered in a Law Co-op Work Term shall be graded on the basis of COM, N or F.
6. The requirements for a pass grade in a Co-op Work Term include:
 - (a) Completion of at least 13 weeks of employment;
 - (b) A satisfactory evaluation of the student's performance in the Co-op Work Term by the Law Co-op Coordinator; and
 - (c) Submission by the student of a satisfactory Co-op Work Term report.

A student who does not fulfill these requirements shall be given an "F" or "N" grade.
7. A failed work term will normally result in the student being required to withdraw from the Co-op Program.
8. Where there are reasonable grounds to believe that the conduct or lack of competence of a law student enrolled in the Law Co-op Program has adversely affected or may adversely affect the interests of an employer or the Law Co-op Program, the Dean or Coordinator may require a student to withdraw temporarily from a Work Term or from Law Co-op pending the receipt of a report on the conduct or lack of competence of the student.

9. Where the Dean or the Coordinator has required a student to temporarily withdraw and has not reinstated the student within a reasonable period of time, the Faculty members of the Co-op Committee, after giving the student an opportunity to be heard, shall consider whether the temporary withdrawal should be lifted or made permanent.
10. The Faculty members of the Co-op Committee may reinstate the student or, if they are satisfied that the student's conduct or lack of competence has adversely affected or may adversely affect the interests of an employer or the Law Co-op Program, they may require the student to withdraw permanently from a Work Term or from Law Co-op.
11. Where a student is required to withdraw from the Law Co-op Program, a grade of N shall be entered on the student's academic record and transcript.
12. A student may withdraw from Law Co-op before the first Work Term registration without a withdrawal appearing on the student's transcript. If a student withdraws from Law Co-op at any time after registration in the first work term a withdrawal will be entered on the student's transcript.
13. Where a student is registered in a Law Co-op Work Term and the student has commenced employment with an employer, the student will only be permitted to withdraw from the Work Term with the consent of the Coordinator. Withdrawal from such a Work Term without the Coordinator's consent, may result in the student being required to permanently withdraw from the Law Co-op Program. If the Coordinator consents to the withdrawal, the registration in that work term shall be cancelled. If the cause of the withdrawal is not attributable to the student, the Coordinator may recommend refund to the student of the fee for that Co-op Work Term.
14. Students with concerns related to the Co-op Program or requests for authorization to change their Program shall first consult with the Coordinator.
15. If a student is not satisfied with a decision of the Coordinator, the student may appeal the decision in writing to the Faculty members of the Co-op Committee. The Faculty members of the Co-op Committee shall consider appeals from students. The Faculty members shall request written submissions from the student and the Coordinator and may invite the student [and the Coordinator] to make oral submissions to the Committee. The Committee shall communicate their decision in writing to the student and the Coordinator in a timely fashion.
16. If the student or the Coordinator is not satisfied with the decision of the Co-op Committee, the student or the Coordinator may appeal the decision of the Committee to the Director, Co-operative Education Program.
17. If the student is not satisfied with the decision of the Director, Co-operative Education Program the student may appeal to the Senate Standing Committee on Appeals, where the matter under appeal falls within that Committee's

jurisdiction. This Appeal process is governed by the Regulations on Appeals in the University Calendar, *Avenues of Appeal and Redress*. Decisions of the Senate Committee on Appeals are final and may not be appealed to the Senate.

Appendix B - UVic Co-operative Education Program Terms and Conditions of Participation

The purpose of this agreement is to assure procedural fairness for individuals by articulating a core set of principles governing all Co-operative Education students, as well as Work Experience students (herein after referred to as “Co-op”). You should familiarize yourself with the general and program-specific regulations listed in the UVic Undergraduate and/or Graduate calendars. The following terms and conditions are in addition to and/or highlight the regulations listed in the calendar(s), and are designed to comply with the requirements of the BC Freedom of Information and Privacy Act.

A. Once accepted into the Co-op program:

1. I will attend and complete a work term preparation program/course, normally undertaken before my first work term, and as specified by my Co-op program. With permission of my Co-op program, this preparation program may be completed while participating in the placement process for the first time.
2. I understand that prior to each placement process, I am required to provide the Co-op office with an updated résumé and that I will participate in a job search planning meeting, either in-person or via phone/email/Skype, with my Co-op Coordinator.
3. I will sign all work term registration forms when asked to do so by my Co-op program. I understand that these forms will be used to officially register me in my work terms and copies will be kept on my file.
4. I understand that I will be required to use my UVic email account as this is the primary way I will be contacted regarding interviews, offers of work term placements, and important Co-op notices.
5. To maintain my Co-op status I must at all times be registered as either a full-time student in an academic term or on a work term. A leave of absence (i.e., temporary withdrawal) from the Co-op program must be arranged in advance with my Co-op program. To achieve the greatest learning benefit from my Co-op program, I agree to follow the academic/work term schedule as required by my Co-op program, and will seek written approval from my Co-op program if changes are required.
6. I agree to make a commitment to complete all required work terms for my Co-op program. However, I do understand that if I am in an optional (non-mandatory) Co-op program, I am able to withdraw from my Co-op program, but **not** while on a work term, **not** after the employer’s offer has been accepted, and/or **not** after placement has been confirmed for any subsequent work term with the same employer. I must inform my Co-op coordinator, in writing, to request a withdrawal.
7. I understand that to participate and continue in the Co-op program, I must maintain an acceptable academic standing according to the regulations of my program.
8. I understand that I must successfully complete the University Undergraduate English Requirement according to the timeline of my Co-op program. If I cannot complete this requirement I must inform my Co-op Coordinator. This English Requirement does not apply to students enrolled in the Faculty of Law or Graduate Studies.
9. I understand that there may be other prerequisites, which must be fulfilled according to the timeline of my Co-op program (students should check program-specific regulations listed in the Calendar).
10. I understand that work term placements cannot be guaranteed, and that the likelihood that I secure a placement is directly related to the effort I apply to my job search process.

B. While looking for a work term:

1. I agree to apply for a wide range of Co-op positions, including those outside Victoria, until I have secured a work term. I understand that participation in the Co-op program may require me to accept positions anywhere in Canada and to pay, where required, the

necessary travel expenses to relocate. If I have any restrictions concerning job duties, location, or travel, I will discuss these with my Co-op Coordinator.

2. I understand that the Co-op posting web pages on the Co-operative Education Program & Career Services Portal (Learning in Motion) are password protected. Consequently, I agree to not share any information about Co-op postings or employers with any other individual. I understand that if I fail to maintain the security of the Co-op & Career Portal, I will be dismissed from the Co-op program.
3. I agree not to solicit positions from established Co-operative Education employers directly on my own behalf.
4. I agree to advise my Co-op Coordinator if I am pursuing my own job development. If I develop my own job I understand that the Co-op program must approve the position, and that to facilitate this approval, I must submit supporting documentation (job description and employer letter of offer) to my Co-op Program before commencing the work term. Failure to do this may result in the work term not being approved and registered.
5. I agree to attend all interviews with employers that have selected me as a candidate, until such time as I have accepted a work term placement. If I have completed an interview, and I no longer feel the opportunity is suitable for me, I will contact my Co-op Coordinator immediately to discuss my reasons. If appropriate, I will be withdrawn from the competition.
6. I will not accept a job offer directly from an employer during an interview, which has been set up by the Co-op office, without first consulting with my Co-op Coordinator.
7. If offered a position via the Co-op office, I agree to accept or decline this position within 24 hours. I understand that I may not decline more than one position obtained through the Co-op program in a term. If I decline a second position, I understand that I am no longer eligible to apply to postings on the Co-op & Career Portal and must find my own work term placement for that term. If I am considering declining a position, I will contact my Co-op program to discuss my reasons.
8. I understand that work terms are paid employment and reflect the employer's salary scale and the student's level of training and experience. By accepting a job offer, I am agreeing to the salary as stated by the employer.
9. I understand that the Co-op Office is under no obligation to post Co-op positions or approve self-placements that it believes to be unsuitable.
10. I understand that when I accept a work term, which I have found through the Co-op program (eg. from previous Co-op work term, the Co-op & Career Portal, staff, or other Co-op resources), I am committing to undertake and complete that work term, normally 15 weeks in duration, and a minimum of 12 weeks.

C. While on a work term:

1. I understand that while on a work term I am representing the University of Victoria and therefore I agree to conduct myself in a professional and ethical manner.
2. I understand that a Co-op fee is due and payable to Accounting Services by the end of the first month of each work term (January 31st, May 31st, or September 30th).
3. I understand that since work terms are considered to be a full-time course of studies, students may not enroll in courses while on a work term. With the agreement of my coordinator and my employer, and faculty member if required, I may be permitted to take one course (1.5 units).
4. I understand that my Co-op Coordinator will conduct a work site visit, which may be on-site, or via phone/email/Skype, approximately halfway through each work term. Coordinators meet with both the student and the supervisor during the visit, and I am required to complete all assessments and evaluations as provided to me by my Co-op program.

D. After the work term:

1. I understand that I am required to submit a Work Term Report, by the due date as specified by my Co-op program (normally January, May or September). I understand that the report can be made available to other students in my Co-op program and/or to my employer. I also understand that I may be required to produce an Abstract or Executive Summary of the report. This summary, or the full Report, may be provided to my academic department for information and/or grading.
2. I understand that after each work term I may be required to attend a debriefing session, and may be required to give a presentation about my work term experience to students and/or faculty members.
3. I understand that the requirements for a passing grade for a work term include my employer's satisfactory final evaluation and the satisfactory completion of a work term report, and I understand that my Co-op program may have additional requirements. Failure to meet these requirements may result in a failing grade (N/X or F/X for undergraduate; or N or F for graduate) and a GPA of 0 for that work term, and I understand I will not receive the 4.5 academic credits for that work term (undergraduate) or 3.0 academic credits for that work term (graduate).

E. Legal and Safety Issues

1. I understand that the Co-op program must know my immigration status in Canada for the purposes of ensuring that I am working legally in Canada and for advising potential employers who may only hire Canadian citizens. For International Students only: I understand that I must apply for and receive an Employment Authorization (Co-op work permit), which will legally entitle me to work in Canada on a registered work term, and I also understand that as an International Student I must apply for and receive a Social Insurance Number in order to work in Canada.

I am a: Canadian Citizen; Permanent Resident of Canada; International/Visa Student.

2. I understand that if I am applying for or receiving financial assistance, I am required to inform the Student Awards and Financial Aid Office of my acceptance into the Co-op Program.
3. I understand that the Criminal Records Review Act requires that anyone in the Provincial Government or working for a provincial or childcare agency who is supervising an employee under the age of 19 must undergo a Criminal Records review check. If I will be under the age of 19 prior to any work term placements, I agree to advise my Co-op Coordinator prior to accepting a placement.
4. I understand that some work term placements may require that I work with infectious microorganisms and/or hazardous materials. Should I accept such a placement, I agree to receive recommended vaccinations and to undertake special safety training sessions, as advised by my Co-op Coordinator.

F. Freedom of Information and Privacy

1. I agree to allow the Co-op program to solicit positions on my behalf. I give my consent to the Co-op program to disclose and release personal information consisting of my résumés, unofficial transcripts, letters of reference, and portfolios to prospective Co-op employers for the purpose of assisting me to secure employment for work terms while I am enrolled in the Co-op program. I give my consent to the Co-op program to discuss my academic records, employment history, references and qualifications with prospective Co-op employers for the purpose of assisting me to secure employment for work terms while I am enrolled in the Co-op program.
2. I understand that I will be asked to provide salary information to the Co-op program for statistical purposes.

I have read the above terms and conditions of participation in the UVic Co-operative Education Program and I agree to abide by them during my participation in the program. I understand that a signed copy of this agreement must be on file in my Co-op Office before I may participate in the Co-op work term placement process. I also understand that the Co-op Program reserves the right to take appropriate action, such as withdrawal from the Co-op program, in the event that I do not adhere to the above terms and conditions, as well as the general and program-specific Co-op regulations listed in the UVic Undergraduate and/or Graduate calendar(s). If I have any questions about this document, or the UVic calendar(s), I will discuss them with my Co-op Coordinator.

Name _____ Student No _____

UVic email _____ Phone _____

Signature _____ Date _____

Completing the following information is *voluntary*. The information will be used for statistical purposes only or, in the case of a disability, to secure any special assistance that is required or, in the case of minorities, to access (with student permission) positions which will qualify for employment equity funding. The Office of the Director of Co-operative Education uses aggregate statistical information. Information about individuals will not be released without the student's permission in writing.

<p>I am:</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p><input type="checkbox"/> First Nations, Métis or Inuit ancestry</p> <p><input type="checkbox"/> member of a visible minority group</p> <p>I require special assistance by reason of a disability <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>If "yes", what special assistance is required?:</p> <p>_____</p>

APPENDIX C – Professional Responsibility

CHAPTER 1

CANONS OF LEGAL ETHICS

(In Force January 1, 1992)

These Canons of Legal Ethics are a general guide, and not a denial of the existence of other duties equally imperative and of other rights, though not specifically mentioned.

A lawyer is a minister of justice, an officer of the courts, a client's advocate, and a member of an ancient, honourable and learned profession.

In these several capacities it is a lawyer's duty to promote the interests of the state, serve the cause of justice, maintain the authority and dignity of the courts, be faithful to clients, be candid and courteous in relations with other lawyers and demonstrate personal integrity.

1. To the state

- (1) A lawyer owes a duty to the state, to maintain its integrity and its law. A lawyer should not aid, counsel, or assist any person to act in any way contrary to the law.
- (2) When engaged as a Crown prosecutor, a lawyer's primary duty is not to seek a conviction but to see that justice is done; to that end the lawyer should make timely disclosure to the defence of all facts and known witnesses whether tending to show guilt or innocence, or that would affect the punishment of the accused.
- (3) A lawyer should accept without hesitation, and if need be without fee or reward, the cause of any person assigned to the lawyer by the court, and exert every effort on behalf of that person.

2. To courts and tribunals

- (1) A lawyer's conduct should at all times be characterized by candour and fairness. The lawyer should maintain toward a court or tribunal a courteous and respectful attitude and insist on similar conduct on the part of clients, at the same time discharging professional duties to clients resolutely and with self-respecting independence.
- (2) Judges, not being free to defend themselves, are entitled to receive the support of the legal profession against unjust criticism and complaint. Whenever there is proper ground for serious complaint against a judicial officer, it is proper for a lawyer to submit the grievance to the appropriate authorities.
- (3) A lawyer should not attempt to deceive a court or tribunal by offering false evidence or by misstating facts or law and should not, either in argument to the judge or in address to the jury, assert a personal belief in an accused's guilt or innocence, in the justice or merits of the client's cause or in the evidence tendered before the court.
- (4) A lawyer should never seek privately to influence a court or tribunal, directly or indirectly, in the lawyer's or a client's favour, nor should the lawyer attempt to curry favour with juries by fawning, flattery, or pretended solicitude for their personal comfort.

3. To the client

- (1) A lawyer should obtain sufficient knowledge of the relevant facts and give adequate consideration to the applicable law before advising a client, and give an open and undisguised opinion of the merits and probable results of the client's cause. The lawyer should be wary of bold and confident assurances to the client, especially where the lawyer's employment may depend on such assurances. The lawyer should bear in mind that seldom are all the law and facts on the client's side, and that *audi alteram partem* is a safe rule to follow.
- (2) A lawyer should disclose to the client all the circumstances of the lawyer's relations to the parties and interest in or connection with the controversy, if any, which might influence whether the client selects or continues to retain the lawyer. A lawyer shall not act where there is a conflict of interests between the lawyer and a client or between clients.

- (3) Whenever the dispute will admit of fair settlement the client should be advised to avoid or to end the litigation.
- (4) A lawyer should treat adverse witnesses, litigants, and counsel with fairness and courtesy, refraining from all offensive personalities. The lawyer must not allow a client's personal feelings and prejudices to detract from the lawyer's professional duties. At the same time the lawyer should represent the client's interests resolutely and without fear of judicial disfavour or public unpopularity.
- (5) A lawyer should endeavour by all fair and honourable means to obtain for a client the benefit of any and every remedy and defence which is authorized by law. The lawyer must, however, steadfastly bear in mind that this great trust is to be performed within and not without the bounds of the law. The office of the lawyer does not permit, much less demand, for any client, violation of law or any manner of fraud or chicanery. No client has a right to demand that the lawyer be illiberal or do anything repugnant to the lawyer's own sense of honour and propriety.
- (6) It is a lawyer's right to undertake the defence of a person accused of crime, regardless of the lawyer's own personal opinion as to the guilt of the accused. Having undertaken such defence, the lawyer is bound to present, by all fair and honourable means and in a manner consistent with the client's instructions, every defence that the law of the land permits, to the end that no person will be convicted but by due process of law.
- (7) A lawyer should not, except as by law expressly sanctioned, acquire by purchase or otherwise any interest in the subject-matter of the litigation being conducted by the lawyer. A lawyer should scrupulously guard, and not divulge or use for personal benefit, a client's secrets or confidences. Having once acted for a client in a matter, a lawyer must not act against the client in the same or any related matter.
- (8) A lawyer must record, and should report promptly to a client the receipt of any moneys or other trust property. The lawyer must use the client's moneys and trust property only as authorized by the client, and not co-mingle it with that of the lawyer.
- (9) A lawyer is entitled to reasonable compensation for services rendered, but should avoid charges which are unreasonably high or low. The client's ability to pay cannot justify a charge in excess of the value of the service, though it may require a reduction or waiver of the fee.
- (10) A lawyer should try to avoid controversies with clients regarding compensation so far as is compatible with self-respect and with the right to receive reasonable recompense for services. A lawyer should always bear in mind that the profession is a branch of the administration of justice and not a mere moneymaking business.
- (11) A lawyer who appears as an advocate should not submit the lawyer's own affidavit to or testify before a court or tribunal except as to purely formal or uncontroverted matters, such as the attestation or custody of a document, unless it is necessary in the interests of justice. If the lawyer is a necessary witness with respect to other matters, the conduct of the case should be entrusted to other counsel.

4. To other lawyers

- (1) A lawyer's conduct toward other lawyers should be characterized by courtesy and good faith. Any ill feeling that may exist between clients or lawyers, particularly during litigation, should never be allowed to influence lawyers in their conduct and demeanour toward each other or the parties. Personal remarks or references between lawyers should be scrupulously avoided, as should quarrels between lawyers which cause delay and promote unseemly wrangling.
- (2) A lawyer should neither give nor request an undertaking that cannot be fulfilled and should fulfil every undertaking given. A lawyer should never communicate upon or attempt to negotiate or compromise a matter directly with any party who the lawyer knows is represented therein by another lawyer, except through or with the consent of that other lawyer.
- (3) A lawyer should avoid all sharp practice and should take no paltry advantage when an opponent has made a slip or overlooked some technical matter. A lawyer should accede to reasonable requests which do not prejudice the rights of the client or the interests of justice.

5. To oneself

- (1) A lawyer should assist in maintaining the honour and integrity of the legal profession, should expose without fear or favour before the proper tribunals, unprofessional or dishonest conduct by any other lawyer and should accept without hesitation a retainer against any lawyer who is alleged to have wronged the client.
- (2) It is the duty of every lawyer to guard the Bar against the admission to the profession of any candidate whose moral character or education renders that person unfit for admission.
- (3) A lawyer should make legal services available to the public in an efficient and convenient manner that will command respect and confidence. A lawyer's best advertisement is the establishment of a well-merited reputation for competence and trustworthiness.
- (4) No client is entitled to receive, nor should any lawyer render any service or advice involving disloyalty to the state, or disrespect for the judicial office, or the corruption of any persons exercising a public or private trust, or deception or betrayal of the public.
- (5) A lawyer should recognize that the oaths taken upon admission to the Bar are solemn undertakings to be strictly observed.
- (6) All lawyers should bear in mind that they can maintain the high traditions of the profession by steadfastly adhering to the time-honoured virtues of probity, integrity, honesty and dignity.

CHAPTER 2

INTEGRITY

Dishonourable conduct

1. A lawyer must not, in private life, extra-professional activities or professional practice, engage in dishonourable or questionable conduct that casts doubt on the lawyers professional integrity or competence, or reflects adversely on the integrity of the legal profession or the administration of justice.'

[amended 09/94]

Duty to meet financial obligations

2. The lawyer has a professional duty, quite apart from any legal liability, to meet professional financial obligations incurred or assumed in the course of practice, such as agency accounts, obligations to members of the profession, fees or charges of witnesses, sheriffs, special examiners, registrars, reporters and public officials when called upon to do so.

Discrimination

3. A lawyer must not discriminate on the basis of race, national or ethnic origin, colour, religion, sex, sexual orientation, marital or family status, disability or age.

[added 09/94]

4. For the purposes of Rule 3, "age" means less than 65 years of age.

[added 09/94]

5. Sexual harassment is a form of discrimination on the basis of sex.²

[added 09/94]

6. Rule 3 does not preclude any program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups.

[added 09/94]

FOOTNOTES:

1. A lawyer must not exploit the relationship between solicitor and client to the lawyer's own advantage. An intimate relationship between a lawyer and a client, such as a sexual one, may constitute exploitation.

An intimate relationship with a client is also likely to affect a lawyer's professional judgement, which could cast doubt on a lawyer's ability to represent the client competently. A lawyer owes each client a duty to provide objective legal advice and perform services in a professional manner. The lawyer must not permit any personal interest to interfere with that objectivity.

[added 06/95]

2. This reflects the Supreme Court of Canada's decision in *Janzen v. Plary Enterprises Ltd.*, [1989] 1 SCR 1252. The Court discusses the issue at pp. 1276-1291. The Chief Justice said:

Common to all of these descriptions of sexual harassment is the concept of using a position of power to import sexual requirements into the workplace thereby negatively altering the working conditions of employees who are forced to contend with sexual demands. (at p. 1281)

Sexual harassment is not limited to demands for sexual favours made under threats of adverse job consequences should the employee refuse to comply with the demands ... Sexual harassment also encompasses situations in which sexual demands are foisted upon unwilling employees or in which employees must endure sexual groping, propositions, and inappropriate comments, but where no tangible economic rewards are attached to involvement in the behaviour. (at p. 1282)

He concluded:

... sexual harassment in the workplace may be broadly defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victims of the harassment. (at p. 1284)

While the *Janzen* case dealt with sexual harassment in an employment situation, these Rules cover more than lawyers' conduct as employers or employees. They also deal with relations among counsel, among partners, between lawyers and clients and between lawyers and court personnel.

CHAPTER 3

COMPETENCE AND QUALITY OF SERVICE

Knowledge and skill

1. A lawyer shall, with respect to each area of law in which the lawyer practises, acquire and maintain:
 - (a) an adequate knowledge of the substantive law,
 - (b) an adequate knowledge of the practice and procedures¹ by which that substantive law can be effectively applied, and
 - (c) adequate skills to represent the client's interests effectively.
2. A lawyer shall, before accepting a retainer, be satisfied that the lawyer has the ability and capacity to deal adequately with any legal matters to be undertaken.

Quality of service

3. A lawyer shall serve each client in a conscientious, diligent and efficient manner so as to provide a quality of service at least equal to that which would be expected of a competent lawyer in a similar situation. Without limiting the generality of the foregoing, the quality of service provided by a lawyer may be measured by the extent to which the lawyer:
 - (a) keeps the client reasonably informed,
 - (b) answers reasonable requests from the client for information,
 - (c) responds, when necessary, to the client's telephone calls,
 - (d) keeps appointments with the client,
 - (e) having informed the client that something will happen or that some step will be taken by a certain date, does not allow that date to pass without follow-up information or explanation,
 - (f) answers within a reasonable time a communication that requires a reply,
 - (g) does the work in hand in a prompt manner so that its value to the client is not diminished or lost,

- (h) prepares documents and performs other legal tasks accurately,
- (i) maintains office staff and facilities adequate to the lawyer's practice,
- (j) informs the client of proposals of settlement and explains them properly,
- (k) discloses all relevant information to the client, and candidly advises the client about the position of a matter, whether such disclosure or advice might reveal neglect or error by the lawyer,
- (l) makes a prompt and complete report when the work is finished or, if a final report cannot be made, makes an interim report where one might reasonably be expected,
- (m) practises free of any self-induced disability, for example intoxicants or drugs, which would interfere with the member's services to the client.

Seeking assistance

- 4. A lawyer shall be alert to recognize any lack of competence for a particular task and, if consulted in such circumstances, shall either:
 - (a) decline to act, or
 - (b) obtain the client's instructions to retain, consult or collaborate with:
 - (i) a lawyer who is competent in that area of law, or
 - (ii) an expert in non-legal matters,
 as is appropriate in the circumstances.

Promptness

- 5. A lawyer shall make all reasonable efforts to provide prompt service to each client and, if the lawyer foresees undue delay, shall promptly inform the client.

FOOTNOTE:

- 1. For a discussion of the correct procedure in swearing an affidavit or taking a solemn declaration, see Appendix 1 to this Handbook.

CHAPTER 5

CONFIDENTIAL INFORMATION

Duty of confidentiality

- 1. 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.²
- 2. A lawyer shall take all reasonable steps to ensure the privacy and safekeeping of a client's confidential information.
- 3. A lawyer shall not disclose the fact of having been consulted or retained by a person unless the nature of the matter requires such disclosure.
- 4. A lawyer shall preserve the client's secrets even after the termination of the retainer, whether or not differences have arisen between them.

Confidential information not to be used

- 5. A lawyer shall not use any confidential information respecting a client for the benefit of the lawyer or another person, or to the disadvantage of the client. When engaging in a business transaction with a client or former client in the limited circumstances permitted by Chapter 7, the lawyer shall not use for personal benefit any confidential information acquired in the course of acting for the client.
- 6. A lawyer who engages in literary work such as an autobiography or memoirs shall not disclose confidential information.
- 7. A lawyer shall not disclose to one client confidential information concerning or received from another client in a different matter, and shall decline employment or withdraw from a retainer which might require such disclosure.
- 8. A lawyer shall avoid indiscreet conversations or gossip, and shall not repeat gossip or information about a client's affairs, even though the client is not named or otherwise identified.

Confidential government information

9. A lawyer who, while in public employment, had substantial responsibility or confidential information relating to a matter shall not, after leaving public employment, represent any other party in connection with that matter, without the consent of the lawyer's former public employer.
10. A lawyer who, while in public employment, acquired confidential government information about a person shall not, unless that person consents, represent a client other than the agency of which the lawyer was a public officer or employee, where that client's interests are adverse to that person, in a matter in which the information could be used to the material disadvantage of that person.

Disclosure authorized by client

11. A lawyer may:
 - (a) with the express or implied authority of the client, disclose confidential information, and
 - (b) unless the client directs otherwise, disclose the client's affairs to partners, associates and articled students and, to the extent necessary, to legal assistants, non-legal staff such as secretaries and filing clerks, and to others whose services are utilized by the lawyer.

Disclosure to prevent a crime

12. A lawyer may disclose information received as a result of a solicitor-client relationship if the lawyer has reasonable grounds to believe that the disclosure is necessary to prevent a crime involving death or serious bodily harm to any person. [amended 06/97]

Disclosure required by law

13. A lawyer who is required by law or by order of a court to disclose a client's affairs shall not divulge more information than is necessary.
14. A lawyer who is required, under the Criminal Code, the Income Tax Act or any other federal or provincial legislation, to produce or surrender a document or provide information which is or may be privileged shall, unless the client waives the privilege, claim a solicitor-client privilege in respect of the document.

Use of opponent's documents

15. A lawyer who has access to or comes into possession of a document which the lawyer has reasonable grounds to believe belongs to or is intended for an opposing party and was not intended for the lawyer to see, shall:
 - (a) return the document, unread and uncopied, to the party to whom it belongs, or
 - (b) if the lawyer reads part or all of the document before realizing that it was not intended for him or her, cease reading the document and promptly return it, uncopied, to the party to whom it belongs, advising that party:
 - (i) of the extent to which the lawyer is aware of the contents, and
 - (ii) what use the lawyer intends to make of the contents of the document

FOOTNOTES:

1. A client who voluntarily discloses or authorizes disclosure of a privileged communication, who makes legal advice an issue in proceedings, who commences a malpractice action against a lawyer or who instigates a disciplinary proceeding manifests an intention to waive privilege, at least to the extent necessary for the lawyer to mount a defence: see CED (western), 3rd edition, Vol. 12 "Evidence," Section 1054, p. 556, and cases cited.
2. There may be some circumstances in which a lawyer who had been charged with a criminal offence may be permitted by the court, in defence, to disclose privileged communications: see *Dunbar v. Logan* (Ont CA).

CHAPTER 6

CONFLICTS OF INTEREST BETWEEN CLIENTS

General Principles

1. A lawyer has a duty to give undivided loyalty to every client.
2. A lawyer shall not, even with informed client consent, act with divided loyalties.
3. A lawyer may, with informed client consent, represent clients in circumstances which might, in the future, give rise to divided loyalties.

Acting for two or more clients

4. A lawyer may jointly represent two or more clients, if at the commencement of the retainer, the lawyer:
 - a) explains to each client the principle of undivided loyalty,
 - b) advises each client that no information received from one of them as a part of the joint representation can be treated as confidential as between them,
 - c) receives from all clients the fully informed consent to one of the following courses of action to be followed in the event the lawyer receives from one client, in the lawyer's separate representation of that client, information relevant to the joint representation:
 - (i) the information must not be disclosed to the other jointly represented clients, and the lawyer must withdraw from the joint representation;
 - (ii) the information must be disclosed to all other jointly represented clients, and the lawyer may continue to act for the clients jointly, and
 - d) secures the informed consent of each client (with independent legal advice, if necessary) as to the course of action that will be followed if a conflict arises between them.
5. If a lawyer jointly represents two or more clients, and a conflict arises between any of them, the lawyer must cease representing all the clients, unless all of the clients:
 - a) consented, under paragraph 4(d), to the lawyer continuing to represent one of them or a group of clients that have an identity of interest, or
 - b) give informed consent to the lawyer assisting all of them to resolve the conflict.
6. A lawyer who ceased joint representation under Rule 5 or who continued to represent one or more clients under paragraph 5(a) may, with the informed consent of all the clients, resume representation of all of them after the conflict has been resolved.

Space-sharing arrangements

- 6.1 In Rules 6.1 to 6.3 and 7.1, "**sharing space**" means sharing office space with one or more other lawyers, but not practising or being held out to be practising in partnership or association with the other lawyer or lawyers. ¹
- 6.2 Unless all lawyers sharing space together agree that they will not act for clients adverse in interest to the client of any of the others,² each lawyer who is sharing space must disclose in writing to all of the lawyer's clients:
 - (a) that an arrangement for sharing space exists,
 - (b) the identity of the lawyers who make up the firm acting for the client, and
 - (c) that lawyers sharing space with the firm are free to act for other clients who are adverse in interest to the client.³

Acting against a former client

7. A lawyer must not represent a client whose interests conflict with those of a former client, unless:
 - a) the former client gives informed consent to the lawyer's new representation,
 - b) the new representation is wholly unrelated to the lawyer's representation of the former client, and the lawyer does not possess confidential information arising from the representation of the former client that might reasonably affect the new representation, or
 - c) the new representation is otherwise permitted under Rule 7.4.

Conflicts arising as a result of transfer between law firms

- 7.1 In Rules 7.1 to 7.9:

"client" includes anyone to whom a lawyer owes a duty of confidentiality, whether or not a solicitor-client relationship exists between them;

"confidential information" means information not generally known to the public that is obtained from a client;

"law firm" includes one or more lawyers practising:

- a) in a sole proprietorship
- b) in a partnership
- c) in an arrangement for the purpose of sharing certain common expenses but who are otherwise independent practitioners, 4
- d) as a law corporation,
- e) in a government, a Crown corporation or any other public body, 5 and
- f) in a corporation or other body; 6

"lawyer" means a member of the Society, and includes an articulated student registered in the Law Society Admission Program;

"matter" means a case or client file, but does not include general "know-how" and, in the case of a government lawyer, does not include policy advice unless the advice related to a particular case.

Application of Rules 4

- 7.2 Rules 7.1 to 7.9 apply when a lawyer transfers from one law firm ("former law firm") to another ("new law firm"), and either the transferring lawyer or the new law firm is aware at the time of the transfer or later discovers that:
- a) the new law firm represents a client in a matter that is the same as or related to a matter in which the former law firm represents its client ("former client").
 - b) the interests of those clients in that matter conflict, and
 - c) the transferring lawyer actually possesses relevant information respecting that matter.
- 7.3 Rules 7.4 to 7.7 do not apply to a lawyer employed by the federal or a provincial or territorial attorney general or department of justice who continues to be employed by that attorney general or department of justice after transferring from one department, ministry or agency to another.

Firm disqualification

- 7.4 If the transferring lawyer actually possesses confidential information relevant to a matter referred to in paragraph 7.2(a) respecting the former client that may prejudice the former client if disclosed to a member of the new law firm, the new law firm must cease its representation of its client in that matter unless:
- a) the former client consents to the new law firm's continued representation of its client, or
 - b) the new law firm establishes, in accordance with Rule 7.8, that:
 - (i) it is in the interests of justice that its representation of its client in the matter continue, having regard to all relevant circumstances, including:
 - A) the adequacy of the measures taken under subparagraph (ii)
 - B) the extent of prejudice to any party,
 - C) the good faith of the parties,
 - D) the availability of alternative suitable counsel, and
 - E) issues affecting the national or public interest, and
 - (ii) it has taken reasonable measures to ensure that there will be no disclosure of the former client's confidential information to any member of the new law firm.

Transferring lawyer disqualification

- 7.5 If the transferring lawyer actually possesses relevant information respecting the former client, but that information is not confidential information that may prejudice the former client if disclosed to a member of the new law firm:
- a) the lawyer should execute an affidavit or solemn declaration to that effect, and
 - b) the new law firm must:
 - (i) notify its client and the former client, or if the former client is represented in that matter by a lawyer, notify that lawyer, of the relevant circumstances and its intended action under Rules 7.1 to 7.9, and

- (ii) deliver to the persons referred to in subparagraph (i) a copy of any affidavit or solemn declaration executed under paragraph (a).

7.6 Unless the former client consents, a transferring lawyer to whom Rule 7.4 or 7.5 applies must not:

- a) participate in any manner in the new law firm's representation of its client in that matter, or
- b) disclose any confidential information respecting the former client.

7.7 Unless the former client consents, a member of the new law firm must not discuss the new law firm's representation of its client or the former law firm's representation of the former client in that matter with a transferring lawyer to whom Rule 7.4 or 7.5 applies.

Determination of compliance

7.8 Anyone who has an interest in, or who represents a party in, a matter referred to in Rules 7.1 to 7.9 may apply to a court of competent jurisdiction for a determination of any aspect of those Rules, or seek the opinion of the Society on the application of those Rules.

Due diligence

7.9 A lawyer must exercise due diligence in ensuring that each member and employee of the lawyer's law firm, and each other person whose services the lawyer has retained:

- a) complies with Rules 7.1 to 7.9, and
- b) does not disclose:
 - (i) confidences of clients of the firm, and
 - (ii) confidences of clients of another law firm in which the person has worked.

Finders' fees

8. A lawyer who, in exchange for making an introduction between a borrower and a lender, received any payment from one of them, shall not act for the other of them in any resulting transaction between them, unless the lawyer:

- a) makes full disclosure to the client, and
- b) pays the fee over to the client or credits the same against the lawyer's own account to the client.

The principle here involved is that the lawyer should not, by receiving or bargaining for compensation from any source except the client, be put in a position which might interfere with the lawyer's undivided loyalty to the client.

These principles apply to fees received from mutual fund corporations and other financial institutions for procuring investment in those institutions.

Acting as a family law mediator

9. A lawyer who acts as a family law mediator shall comply with Appendix 2 to this *Handbook* and, to the extent they are not inconsistent with Appendix 2, the Rules in this Chapter.

Real property conveyancing transactions

10. A lawyer who agrees to act in a real property conveyancing transaction for two or more parties with different interests shall comply with this Chapter and with Appendix 3 to this *Handbook*.

FOOTNOTES:

- 1. Different rules apply when lawyers are held out as practising in partnership or association. See Chapter 13, Rule 6.
- 2. Like other lawyers, those who share space must take all reasonable measures to ensure client confidentiality. Lawyers who do not wish to act for clients adverse in interest to clients of lawyers with whom they share space should establish an adequate conflicts check system.

In order both to ensure confidentiality and to avoid conflicts, a lawyer must have the consent of each client before disclosing any information about the client for the purpose of conflicts checks. Consent may be implied in some cases but, if there is any doubt, the best course is to obtain express consent.

3. While disclosure is required of all lawyers sharing space who reserve the right to act for clients adverse in interest, disclosure is recommended for all lawyers sharing space, including those who agree not to act for clients adverse in interest to the clients of the lawyers with whom they share space.
4. This recognizes
 - a) the concern that opposing clients may have about the appearance of proximity of lawyers sharing space, and
 - b) the risk that lawyers sharing space may be exposed inadvertently to confidential information of an opposing client.
5. Rules 7.1 to 7.9 apply to lawyers transferring to or from government service and into or out of an in-house counsel position, but do not extend to purely internal transfers in which, after transfer, the employer remains the same.
6. Rules 7.1 to 7.9 treat as one "law firm" such entities as the various legal services units of a government, a corporation with separate regional legal departments, an inter-provincial law firm and a legal aid program with many community law offices. The more autonomous that each such unit or office is, the easier it should be, in the event of a conflict, for the new firm to obtain the former client's consent or to establish that it is in the public interest that it continue to represent its client in the matter.
7. Rules 7.1 to 7.9 are intended to regulate lawyers and articled students who transfer between law firms. They also impose a general duty on lawyers to exercise due diligence in the supervision of non-lawyer staff, to ensure that they comply with the Rules and with the duty not to disclose confidences of clients:
 - a) of the lawyer's firm, or
 - b) of other law firms in which the non-lawyer staff have worked
8. Appendix 5 to this Handbook may be helpful in determining what constitutes "reasonable measures" in this context.

Issues arising as a result of a transfer between law firms should be dealt with promptly. A lawyer's failure to raise any issues promptly may prejudice clients and may be considered sharp practice.

CHAPTER 7

CONFLICT OF INTEREST BETWEEN LAWYER AND CLIENT

The purpose of this Chapter is to state the general principles which should guide a lawyer's conduct in instances where the lawyer is invited to act both as legal advisor and investor.

Generally speaking, a lawyer may act as legal advisor or as business partner, but not both.

These principles are not intended to preclude a lawyer from acting for himself or herself in a transaction.

Acting when the lawyer has an interest in the matter

1. Except as otherwise permitted by the *Handbook*, a lawyer shall not perform any legal services for a client in the matter in which:
 - a) the lawyer has a direct or indirect financial interest, or
 - b) anyone, including a relative, partner, employer, employee, business associate or friend of the lawyer, has a direct or indirect financial interest which would reasonably be expected to affect the lawyer's professional judgment.

Acting when the lawyer has a financial or membership interest in or with the client

2. A lawyer shall not perform any legal services for a client with whom or in which the lawyer or anyone, including a relative, partner, employer, employee, business associate or friend of the lawyer, has a financial or membership interest which would reasonably be expected to affect the lawyer's professional judgment. 1

Entering into a business transaction with a client

3. A lawyer shall not purchase anything from or sell anything to a client of the lawyer's firm unless the transaction is clearly severable from any legal work performed by the lawyer or by another lawyer in the firm for the client, and either:
 - a) the transaction is of a routine nature to and in the ordinary course of business of the client, or
 - b) the client is independently represented in all aspects of the transaction.

Benefiting from a client's loan, credit or guarantee

4. Unless the transaction is of a routine nature to and in the ordinary course of business of the client, a lawyer shall not borrow money or obtain credit from a client of the lawyer's firm, or obtain a benefit from any security or guarantee given by such a client.

Acquiring a financial interest in a client

5. A lawyer shall not acquire a financial interest in a client of the lawyer's firm unless:
 - a) the acquisition is affected on or through the facilities of a stock exchange, or
 - b) the client:
 - i) acknowledges in writing that the lawyer is not representing the client in the acquisition and the client will not rely on the lawyer's advice in the matter, and
 - ii) is independently represented in all aspects of the acquisition.

Carrying on another business or occupation

6. A lawyer shall not carry on any business or occupation other than the practice of law in such a way that:
 - a) a person might reasonably find it difficult to determine whether in any matter the lawyer is acting as a lawyer, or
 - b) a person might reasonably expect that in the carrying on of the other business or occupation the lawyer will exercise legal judgment or skill for the protection of that person.

A lawyer who concurrently practises law and carries on another business or occupation shall not act for a client in a matter where the client's interests and the lawyer's business or occupational interests differ.

Investing a client's funds

7. A lawyer shall not invest the funds of a client of the lawyer's firm or advise such a client to invest the client's funds in anything in which the lawyer or anyone, including a relative, partner, employer, employee, business associate or friend of the lawyer, has a personal interest, if that interest would reasonably be expected to affect the lawyer's professional judgment.

FOOTNOTE:

1. Lawyers should be aware that, apart from the ethical duty imposed by Rule 2, they may also be uninsured in such circumstances because of the business exclusion provision in the *Lawyers' Compulsory Professional Liability Insurance Policy*. The policy does not apply to any claim by, against, arising out of or in connection with any organization in which the insured, the insured's spouse, children, parents, siblings or law firm partners or associates individually or collectively, directly or indirectly, have effective management control or beneficial ownership in an amount greater than 10% (Exclusion 6).

Lawyers practising securities law should refer to the B.C. Securities Commission's Local Policy Statement 3-41 ("Lawyers' Conflict of Interest"), dated February 1, 1987, which imposes duties of disclosure concerning lawyers' shareholding on reporting issuers for which they act as solicitors and provide legal opinions.

Appendix D – Program Specific Competencies

INTRODUCTION

A “competency” is the term used to describe a cluster of related knowledge, skills, and attributes that contributes to successful job performance. Competencies are typically expressed in terms of visible behaviours. Students develop competencies throughout their entire program through a variety of ways, which include courses and experiential learning such as Co-op, paid and unpaid work.

Using a Competency Framework will:

- Help you to articulate learning goals and provide clarity regarding the development of skills, knowledge and abilities
- Strengthen links for you between academic and workplace learning
- Assist employers to support and enhance your learning (pre, during and post coop work term experience)
- Support and empower your professional development as you prepare for fulltime employment
- Help you to clarify what you are competent in and use this for the process of work search e.g. Resume and Cover Letter development, interviews etc.

UVic Co-op has previously defined 10 core competencies that will contribute to each student’s success during his or her studies. These 10 core competencies have been supplemented with a set of program specific competencies to provide a more comprehensive framework. We recognize that there is no one-way in which a Law student achieves his/her degree. Because of this, the competencies are not exclusive nor exhaustive, and you may wish to choose certain competencies over others. Your co-op coordinator can help you with this process.

You will be encouraged to review and reflect on both the core competencies, as well as the discipline specific competencies, before, during, and after each co-op work term, and to consider how and where you demonstrated these competencies and which ones you wish to further develop. This will help you identify and articulate clear learning goals throughout your degree program by helping to guide discussions around areas of strength and areas for improvement as you progress through your degree program.

Discipline Specific Competencies

LEGAL KNOWLEDGE and SKILLS

Acquires a foundation of legal knowledge and skills needed for the practice of law and for the many professional roles in which legal training is invaluable.

- Understands the structure of the Canadian legal system and the legal system in British Columbia
- Examines the basic framework and functioning of the Canadian constitutional system
- Develops knowledge of the structure of the courts and the role of the judiciary
- Appreciates the function of substantive and procedural law
- Investigates the administrative process, the development of tribunals and agencies, and the interaction of these bodies with the courts
- Understands the legislative process and the interpretation of legislation