



NOTICE

TAKE NOTICE THAT a Special General Meeting of the Law Society of the Northwest Territories will be held on Monday, March 3, 2014, commencing at 12:15 pm in the Offices of the Law Society of the Northwest Territories, 4th Floor Diamond Plaza, 5204 – 50th Avenue, Yellowknife, NT for the purposes of adopting the updated Territorial Mobility Agreement and the amendments to the Rules of the Law Society of the Northwest Territories.

DATED at Yellowknife, Northwest Territories, this 13th day of February 2014.

Linda Whitford
Executive Director
[Deputy Secretary-Treasurer]



AGENDA

Special General Meeting

Law Society of the Northwest Territories

12:15 pm; March 3, 2014

4th Floor Diamond Plaza; 5204-50th Avenue; Yellowknife, NT

Call To Order:

Karen Wilford, President

[D] Territorial Mobility Agreement:

The ***Territorial Mobility Agreement*** (TMA) was amended by the Federation of Law Societies to incorporate the changes to the rules governing mobility between Québec and the common law jurisdictions contained in the National Mobility Agreement 2013 (NMA 2013); and to ensure that references to the relevant clauses of the NMA 2013 are accurate. Approval is now required by the individual jurisdictions, including the NWT.

The revised document is attached. A redline version showing the updated background information and references to the latest agreement is available. There are no changes to the items to which the signatories agree other than to reference the NMA 2013.

[D] Rule Amendments:

As attached. These reflect “technical” changes required to the Rules and an amendment to the Rules removing references to the Barreau du Québec.

Adjournment

NOTE: Lunch will be provided.

*Federation of Law Societies
of Canada*



*Fédération des ordres professionnels
de juristes du Canada*

TERRITORIAL MOBILITY AGREEMENT 2013

FEDERATION OF LAW SOCIETIES OF CANADA

September 2013

Introduction

The purpose of this Agreement is to extend the scope of the National Mobility Agreement 2013 (“NMA 2013”) in facilitating permanent mobility of lawyers between Canadian jurisdictions.

While the signatories participate in this Agreement voluntarily, they intend that only lawyers who are members of signatories that have implemented reciprocal provisions in their jurisdictions will be able to take advantage of the provisions of this Agreement.

The signatories recognize that

- they have a duty to the Canadian public and to their members to regulate the inter-jurisdictional practice of law so as to ensure that their members practise law competently, ethically and with financial responsibility, including professional liability insurance and defalcation compensation coverage, in all jurisdictions of Canada,
- differences exist in the legislation, policies and programs pertaining to the signatories, including those differences between common law and civil law jurisdictions in Canada, and lawyers have a professional responsibility to ensure that they are competent with respect to any matter that they undertake, and
- it is desirable to facilitate a nationwide regulatory regime for the inter-jurisdictional practice of law to promote uniform standards and procedures, while recognizing the exclusive authority of each signatory within its own legislative jurisdiction.

Background

In August, 2002, the Federation of Law Societies of Canada (the “Federation”) approved the report of the National Mobility Task Force (“the Task Force”) for the implementation of full mobility rights for Canadian lawyers. This led to adoption of the National Mobility Agreement (“NMA”) by all provincial law societies other than the Chambre des notaires du Québec (“Chambre”).

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The resolution adopted by the Federation in approving the report of the Task Force included an acknowledgement that “the unique circumstances of the law societies of Yukon, the Northwest Territories and Nunavut necessitate special considerations that could not be undertaken within the time frame prescribed in the Task Force’s terms of reference, but should be undertaken in the future.”

In 2006 all law societies other than the Chambre signed the Territorial Mobility Agreement (“TMA”). To recognize the unique circumstances of the territorial law societies, the agreement provided for reciprocal permanent mobility between the law societies of the provinces and the territories, without requiring the territorial law societies to participate in the temporary mobility provisions of the NMA. The original term of the TMA was five years. In 2011 the agreement was renewed without a termination date.

In March 2010, all Canadian law societies signed the Quebec Mobility Agreement (“QMA”), facilitating reciprocal mobility between Quebec and the common law jurisdictions. The signatories to the NMA and the Chambre have now approved a revised agreement that extends the permanent mobility provisions of the NMA to mobility to and from the Barreau du Québec. The “NMA 2013” will be executed in October 2013.

This Agreement has been amended to ensure that references to the relevant clauses of the NMA 2013 are accurate.

The signatories to this Agreement who are not signatories to the NMA 2013 do not hereby subscribe to the provisions of the NMA 2013, except as expressly stated in this Agreement.

THE SIGNATORIES AGREE AS FOLLOWS:

Definitions

1. In this Agreement, unless the context indicates otherwise:

“**governing body**” means the Law Society or Barristers’ Society in a Canadian common law jurisdiction, and the Barreau;

“**home governing body**” means any or all of the governing bodies of the legal profession in Canada of which a lawyer is a member, and “**home jurisdiction**” has a corresponding meaning;

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“Inter-Jurisdictional Practice Protocol” means the 1994 Inter-Jurisdictional Practice Protocol of the Federation of Law Societies of Canada, as amended from time to time;

“lawyer” means a member of a signatory governing body;

“liability insurance” means compulsory professional liability errors and omissions insurance required by a governing body;

“National Mobility Agreement 2013” or **“NMA 2013”** means the National Mobility Agreement 2013 of the Federation of Law Societies of Canada, as amended from time to time;

“permanent mobility provisions” means clauses 33 to 40, 43 and 50 of the NMA 2013;

“practice of law” has the meaning with respect to each jurisdiction that applies in that jurisdiction;

“Registry” means the National Registry of Practising Lawyers established under clause 18 of the NMA 2013;

General

2. The signatory governing bodies will
 - (a) use their best efforts to obtain from the appropriate legislative or supervisory bodies amendments to their legislation or regulations necessary or advisable in order to implement the provisions of this Agreement;
 - (b) amend their own rules, by-laws, policies and programs to the extent they consider necessary or advisable in order to implement the provisions of this Agreement;
 - (c) comply with the spirit and intent of this Agreement to facilitate mobility of Canadian lawyers in the public interest and strive to resolve any differences among them in that spirit and in favour of that intent; and
 - (d) work cooperatively to resolve all current and future differences and ambiguities in legislation, policies and programs regarding inter-jurisdictional mobility.
3. Signatory governing bodies will subscribe to this Agreement and be bound by it by means of the signature of an authorized person affixed to any copy of this Agreement.

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- 4.** A signatory governing body will not, by reason of this Agreement alone,
 - (a) grant to a lawyer who is a member of another governing body greater rights to provide legal services than are permitted to the lawyer by his or her home governing body; or
 - (b) relieve a lawyer of restrictions or limits on the lawyer's right to practise, except under conditions that apply to all members of the signatory governing body.
- 5.** Amendments made under clause 2(b) will take effect immediately on adoption with respect to members of signatory governing bodies that have adopted reciprocal provisions.

Permanent Mobility

- 6.** The signatories that are signatories to the NMA 2013 agree to extend the application of the permanent mobility provisions of the NMA 2013 with respect to the territorial signatories to this Agreement.
- 7.** The territorial signatories agree to adopt and be bound by the permanent mobility provisions of the NMA 2013.
- 8.** A signatory that has adopted regulatory provisions giving effect to the permanent mobility requirements of the NMA 2013 is a reciprocating governing body for the purposes of permanent mobility under this Agreement, whether or not the signatory has adopted or given effect to any other provisions of the National Mobility Agreement.

Transition Provisions

- 9.** This Agreement is a multi-lateral agreement, effective respecting the governing bodies that are signatories, and it does not require unanimous agreement of Canadian governing bodies.
- 10.** Provisions governing permanent mobility in effect at the time that a governing body becomes a signatory to this Agreement will continue in effect: until this agreement is implemented.

Dispute Resolution

- 11.** Signatory governing bodies adopt and agree to apply provisions in the Inter-Jurisdictional Practice Protocol in respect of arbitration of disputes, specifically Clause 14 and Appendix 5 of the Protocol.

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Withdrawal

- 12.** A signatory may cease to be bound by this Agreement by giving each other signatory written notice of at least one clear calendar year.
- 13.** A signatory that gives notice under clause 12 will immediately notify its members in writing of the effective date of withdrawal.

Territorial Mobility Agreement 2013

Nova Scotia Barristers' Society

Law Society of Prince Edward Island

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Law Society of Newfoundland and
Labrador

Law Society of Yukon

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Law Society of the Northwest
Territories

Law Society of Nunavut

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LEGAL PROFESSION ACT
RULES OF THE LAW SOCIETY
OF THE NORTHWEST TERRITORIES, amendment

The Executive of the Law Society of the Northwest Territories, under section 8 of the *Legal Profession Act* and every enabling power, orders that the *Rules of the Law Society of the Northwest Territories*, established by regulation numbered R-044-2012, are amended by these regulations.

1. The definition "Canadian legal advisor" in rule 33 is repealed and the following is substituted:

"Canadian Legal Advisor" means a person admitted to the Society under rule 52;

2. (1) The following provisions are each amended by striking out "restricted appearance certificate" and substituting "Restricted Appearance Certificate":

- (a) subrules 51(1), (4) and (5);
- (b) subrule 67(3);
- (c) Form 2.17.

(2) Subrule 51(3) is amended by striking out "restricted appearance certificate" and substituting "Restricted Appearance Certificate in Form 2.17".

3. Rule 52 is repealed and the following is substituted:

52. (1) A person who has been duly called to the *Chambre des notaires du Québec* or who has been admitted to practice as an attorney, advocate, barrister or solicitor in the superior courts of Québec may apply to the Executive for a Canadian Legal Advisor Certificate or to act as a member who is a Canadian Legal Advisor.

- (2) An applicant for admission as a Canadian Legal Advisor shall submit to the Secretary
 - (a) an Application in Form 2.13;
 - (b) two letters of good character reference from reputable persons;
 - (c) a certificate from the *Chambre des notaires du Québec*, dated not earlier than 30 days prior to the presentation of the applicant, stating
 - (i) that the applicant is in good standing,
 - (ii) the period of time during which the applicant has been listed as a member of the *Chambre*,
 - (iii) whether disciplinary proceedings are pending against the applicant, and
 - (iv) the nature and disposition of any disciplinary action that has been taken against the applicant;
 - (d) proof of having earned
 - (i) a bachelor's degree in civil law in Canada, or
 - (ii) a foreign degree and certificate of equivalency from the *Chambre des notaires du Québec*;
 - (e) an Accountant's Report in Form 2.2, an Application and Lawyer's Undertaking in Form 2.3 or a statement indicating the applicant is joining a partnership that, or is becoming associated with a member who, has filed a Certificate of Accountant and Member in Form 2.4;
 - (f) payment of the insurance levy or, where the applicant is exempt under subrule 119(4), proof that the applicant is
 - (i) covered by errors and omissions insurance referred to in paragraph 119(4)(a), or
 - (ii) exempt under paragraph 119(4)(b);
 - (g) payment of the assurance fund levy; and
 - (h) payment of the application, admission and annual fees set out in Schedule A.

(3) On the recommendation of the Secretary, or on the recommendation of the Admissions Committee in respect of an application referred to the Admissions Committee, the Executive may grant a Canadian Legal Advisor Certificate to the applicant to act or appear as an active member who is a Canadian Legal Advisor.

(4) A Canadian Legal Advisor who is a member of the *Chambre des notaires du Québec* may

- (a) give legal advice on
 - (i) the law of Québec and matters involving the law of Québec, or
 - (ii) matters under federal jurisdiction, or
 - (iii) matters involving public international law;
- (b) draw, revise or settle a document for use in a proceeding concerning matters under federal jurisdiction, if expressly permitted by a federal enactment; or
- (c) appear as counsel or advocate before any tribunal with respect to matters under federal jurisdiction, if expressly permitted by a federal enactment.

(5) A Canadian Legal Advisor shall not engage in the practice of law except as permitted under this rule.

(6) A member granted a Canadian Legal Advisor Certificate ceases to be entitled to appear or act as an active member if

- (a) he or she ceases to be authorized to practice law in Québec or ceases to be a member in good standing of the the *Chambre des notaires du Québec*; or
- (b) the certificate granted under subrule (3) is not renewed by the anniversary of the day it was granted.

4. Subrule 53(7) is amended by striking out "Canadian legal advisor" and substituting "Canadian Legal Advisor".

5. Paragraph 68(2)(b) is amended by striking out "Canadian legal advisor" and substituting "Canadian Legal Advisor".

6. The definition "governing body" in rule 138 is repealed and the following is substituted:

"governing body" means

- (a) the Law Society or Barristers' Society in a Canadian common law jurisdiction, or
- (b) the *Chambre des notaires du Québec*;

7. Form 2.13 is amended by

- (a) **striking out** "apply for admission to the Law Society of the Northwest Territories as a Canadian legal advisor" **and substituting** "apply for admission to the Law Society of the Northwest Territories as a Canadian Legal Advisor";
- (b) **striking out** "*Barreau du Québec* or" **in item 6, paragraph (c); and**
- (b) **striking out** "Canadian legal advisor" **in item 7 wherever it appears and substituting** "Canadian Legal Advisor".

8. Form 2.18 is amended by striking out "Canadian legal advisor" wherever it appears and substituting "Canadian Legal Advisor".

Dated March 4, 2014.

I hereby certify that this is a true copy of the amendments made to the *Rules of the Law Society of the Northwest Territories* by the Membership of the Law Society of the Northwest Territories at the Special General Meeting of March 3, 2014.

Linda G. Whitford
Executive Director
[Deputy Secretary Treasurer]