ALBERTA LAW REFORM INSTITUTE CONTINUATION AGREEMENT

THIS AGREEMENT is made
BETWEEN THE PARTIES:

HER MAJESTY THE QUEEN in right of Alberta
as represented by the Minister of Justice and Solicitor General

-AND-

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

-AND-

THE LAW SOCIETY OF ALBERTA

BACKGROUND:

1. By Agreement dated November 15, 1967 as amended by an Agreement dated December 1, 1969 the Parties established the Institute of Law Research and Reform.


3. By agreement effective April 27, 1989, the Parties changed the name of the Institute of Law Research and Reform to “The Alberta Law Reform Institute.”

5. The continuation of the work of the Alberta Law Reform Institute is considered by the Parties to be in the public interest and the parties therefore desire to continue the Alberta Law Reform Institute.

THE PARTIES AGREE AS FOLLOWS:

Definitions:

1. In this Agreement, unless the context otherwise requires:
   (a) "Affiliation Agreement" means the Affiliation Agreement between the University and the Alberta Law Reform Institute, as it may read from time to time, addressing those elements and objectives required to continue the Alberta Law Reform Institute as an institute affiliated with the University which are not already addressed in this Agreement;
   (b) "Board" means the Board established under clause 3(1);
   (c) "Code of Conduct" means the Code of Conduct adopted by the Board pursuant to clause 6(2);
   (d) "Director" means the Director appointed under clause 11;
   (f) "Law Society" means the Law Society of Alberta;
   (g) "Minister" means Her Majesty the Queen in right of Alberta as represented by the Minister of Justice and Solicitor General or the Minister of Justice; and
   (h) "University" means the Governors of the University of Alberta.

Continuation and Objectives:

2. (1) The Alberta Law Reform Institute is continued.
   (2) The objectives of the Institute are:
       (a) the consideration of matters of law reform with a view to proposing to the appropriate authority the means by which laws of Alberta may be made more useful and effective; and
       (b) the preparation of proposals for law reform in Alberta, with respect to both the substantive law and the administration of justice.

Board Composition:

3. (1) A governing body of the Institute called the Board is established.
The Board consists of the following members:
(a) one elected Bencher, appointed by the Benchers of the Law Society;
(b) the Provost of the University or a person on the Academic staff of the University appointed by the Provost;
(c) one person appointed by the Faculty of Law of the University;
(d) one person appointed by the Faculty of Law of the University of Calgary;
(e) two persons appointed by the Minister; and
(f) the Director.

In addition to Board members under (2), there shall be not less than four and not more than seven additional members of the Board, appointed after an open and transparent recruitment process, by the Board members under (2).

The right to appoint persons under (2) and (3) includes the right to revoke an appointment and to substitute another appointee.

Qualifications for Board Membership:
4. (1) Appointments to the Board under sub-clauses 3(2) and (3) are to be made upon consideration of the skills and qualifications necessary to best advance the objectives of the Institute.

(2) All Board members, other than members pursuant to sub-clause 3(2)(b), must hold a law degree.

(3) Employees of the Institute are ineligible for appointment to the Board, and if a Board member becomes an employee of the Institute, their appointment to the Board will automatically cease as of that date.

(4) No person may be appointed as a Board member, under sub-clause 3(3), if that appointment would result in two or more members or employees of a given law firm being Board members at the same time.

(5) Sub-clause 4(4) does not apply to the re-appointment for a second or subsequent term of a Board member under sub-clause 3(3).

(6) If a Board member appointed under clause 3(3) moves to a law firm of which another Board member is a member or employee, then the appointment of the moving Board member ends automatically on the earlier of:
(a) the end of their current term of appointment; or
(b) one year from the date of the move that resulted in a conflict with the requirements of clause 4(4).
(7) To the extent possible, appointments to the Board under clause 3(3) should reflect the diversity of the Alberta legal community.

(8) No one may be appointed to the Board unless they have been screened against the Code of Conduct and consideration has been given to whether the extent of any real or apparent conflict of interest would prevent them from participating meaningfully in Board business.

(9) Sub-clause 4(3) does not apply to the Director.

Terms of Appointment and Re-Appointment:
5. (1) The initial term for Board members under sub-clauses 3(2) and 3(3) is a maximum of three years, with the possibility of a maximum of two additional terms of no more than 3 years each.

(2) Re-appointment to the Board must be based on good performance.

(3) Sub-clauses 5(1) and (2) do not apply to the Director.

Role and Powers of the Board:
6. (1) The Board shall, subject to this Agreement, manage and conduct the affairs and business of the Institute in accordance with principles of good governance and shall exercise the powers and perform the duties necessary to achieve the objective of the Institute.

(2) The Board shall adopt a Code of Conduct which, at minimum, requires Board members to conduct themselves impartially and to disclose real and apparent conflicts of interest.

(3) The Board may delegate any of its powers to committees named by it from among its members.

(4) The Board may appoint one or more advisory committees to assist it in the consideration and direction of its work, but a member of any of those committees shall not vote at meetings of the Board.

Role and Responsibilities of Board Members:
7. Without limiting the generality of clause 6, the role and responsibilities of Board members include:

(a) providing independent and objective oversight to the Institute's work;
(b) providing oversight in setting the goals and strategic direction for the Institute, within the scope of its objective;
(c) overseeing the direction and performance of the Institute;
(d) acting in the best interests of the Institute;
(e) complying with the Code of Conduct;
(f) preparing for and attending all Board meetings;
(g) participating knowledgeably and meaningfully in all Board deliberations; and
(h) participating in annual reviews of the performance of the Board as a whole and of the individual Board member.

Chairperson:
8. (1) The Board shall elect a Chairperson from among its members.

(2) The Board may elect a Vice-chairperson from among its members, to carry out the duties of the Chairperson in his or her absence, and to assist the Chairperson in carrying out his or her duties.

(3) In electing a Chairperson or Vice-chairperson, Board members shall base their decision on whether the candidate in question has the necessary skills and qualifications to best carry out the responsibilities of that role.

(4) The role and responsibilities of the Chairperson include:
   (a) oversight of the overall strategic direction and performance of the Institute, within the scope of its objective;
   (b) serving as a link between the Board and the Director, and between the Board and the Parties;
   (c) ensuring the Board conducts itself in accordance with principles of good governance;
   (d) chairing Board meetings;
   (e) overseeing an annual review of the performance of the Board as a whole and of individual Board members; and
   (f) overseeing succession planning for the Board.

Board Meetings:
9. (1) The Board shall have the power to regulate the calling and holding of its meetings and the conduct of its business.

(2) The Board shall not transact business unless one half of all Board members are present.

Remuneration Committee:
10. (1) A Remuneration Committee for the Institute is established, consisting of
   (a) the Provost of the University or the Provost’s designate;
(b) the Minister or, at the Minister's option, the Deputy Minister of
Justice or the Deputy Minister's designate; and
(c) subject to (2), the President of the Law Society of Alberta or, at the
President's option, any member of the Executive Committee of the
Benchers of the Law Society of Alberta who is not a Board
member.

(2) The President of the Law Society or the designated member of the
Executive Committee of the Benchers of the Law Society shall only be a
member of the committee during a fiscal year in which the Law Society
has directly or indirectly provided money, or services in lieu of money, to
the Institute.

(3) The Remuneration Committee shall determine the remuneration or other
compensation to be provided to any Board member, except the Director.

(4) In determining the remuneration or other compensation to be provided to
Board members, in addition to any other relevant factors, the
Remuneration Committee shall take into account the following:
(a) the nature and complexity of the work of Board members;
(b) the time commitment required;
(c) the specific roles of Board members, including committee
membership and the role of Chairperson or Vice-chairperson; and
(d) any restrictions or prohibitions against Government of Alberta,
University, or University of Calgary employees receiving payment
with respect to their service on the Board.

Director:
11. (1) There shall be a Director of the Institute, appointed jointly by
the Board and the University.

(2) The Director is the chief executive officer of the Institute and is
responsible to the Board for the operation of the Institute.

(3) In addition to the foregoing, and to any responsibilities assigned by the
Board, the Director has the following role and responsibilities:
(a) advising the Board of Directors on all matters relating to the
Institute, including goals, policy and planning, and the
implementation thereof;
(b) ensuring that Board policies and directives are carried out;
(c) managing the work of the Institute and ensuring that the Institute's
work is done efficiently;
(d) acting as a member of the Board;
(e) providing the Board with all information which the Board needs or
would find useful in performing the Board’s functions, and in particular, maintaining close liaison with the Chairperson;

(f) acting as an external representative of the Institute, maintaining good relations with relevant external stakeholders and the general public.

(4) The terms and conditions of the Director’s employment shall be determined in accordance with the Affiliation Agreement.

Staffing:
12. The Institute’s staffing needs, including such legal, administrative, and other support staff as may be required to carry out the operations of the Institute, shall be met in accordance with the Affiliation Agreement.

Financial and Other Support to Institute:
13. (1) Subject to an appropriation by the Legislative Assembly of Alberta, for each fiscal year during the term of this Agreement, commencing April 1, 2012, the Minister will provide the Institute Four-hundred Thousand dollars ($400,000), to be applied to activities of the Institute in furtherance of its objective.

(2) The Minister may, at the Board’s request, provide additional funds to the Institute for any fiscal year during the term of this Agreement.

(3) For any funds provided under sub-clause 13(2), the Minister may designate a specific purpose for those funds, in which case they shall be used only for that purpose.

(4) For each fiscal year during the term of this Agreement, commencing April 1, 2012, the University will provide the Institute Sixty Thousand Dollars ($60,000), to be applied to activities of the Institute in furtherance of its objectives.

(5) The University retains the right to reduce its contribution under (4) in the second or any subsequent fiscal year of this Agreement, on account of financial exigency, as determined by the University.

(6) The University agrees to provide the Institute with office and research facilities and equipment and services reasonably required for its operations, in accordance with the Affiliation Agreement.

(7) The Parties acknowledge that funds and other supports provided
under (1), (2), (4) and (6), only cover a portion of the costs and expenses of the Institute and that the Institute is expected to receive significant funding from other sources.

**Reporting Requirements:**

14. (1) The fiscal year for the Institute shall be from April 1 to March 31.

(2) The Institute shall annually prepare a report on the affairs and business of the Institute during the preceding fiscal year, in a form satisfactory to the University and the Minister, and which shall include, without limitation:

(a) an audited financial statement and a summary statement of the source and application of funds for the previous fiscal year; and

(b) a summary of the Institute's activities and business affairs in its previous operating year.

(3) The annual report referred to in (2) shall be provided to the Minister and the University, on such dates as agreed upon between the Institute, the Minister, and the University.

(4) The Board shall annually prepare a budget for the next fiscal year and a statement of projected expenditures for the following two fiscal years, in a form satisfactory to the Minister and the University.

(5) A draft of the budget and statement of projected expenditures referred to in (4) shall be provided to all Board members at least one month prior to its final approval by the Board.

(6) The final budget and statement of projected expenditures referred to in (4) shall be provided to the Minister and the University, on or before January 31 each year or any other date agreed upon between the Institute, the Minister and the University.

(7) The budget and statement of projected expenditures referred to in (4) shall include all proposed expenditures, including:

(a) the salary and expenses payable to the Director;

(b) office and administration expenses;

(c) staffing expenses;

(d) expenditures for research materials and resources;

(e) expenses of all research projects, including services and expenses of persons retained;

(f) the remuneration or other compensation for Board members, other than the Director; and

(g) any other matters the Board considers appropriate.

(8) The Board shall annually prepare a business plan for the upcoming three
fiscal years, in a form satisfactory to the Minister and the University.

(9) The business plan referred to in (8) shall be provided to the Minister and the University, on or before January 31 each year or any other date agreed upon between the Institute, the Minister and the University.

Coordination between Institute and the Minister:
15. (1) There shall be a meeting between the Director and Chairperson, and officials from Alberta Justice, at least once per year, to discuss the Institute’s current and upcoming projects and their relative priority from the perspective of Alberta Justice.

(2) There may additionally be meetings from time to time between the Director, Chairperson and the Minister or Deputy Minister of Justice, as may be necessary or appropriate.

(3) It is understood that the Minister may from time to time ask the Institute to undertake specific projects, and that these requests will be taken into consideration by the Institute and agreed to as may be appropriate in light of the Institute’s project selection criteria, including its capacity, expertise, and ability to effectively address the proposed topic.

Signatories for Appointments and Agreements:
16. Agreements on behalf of the Parties, and appointments under this Agreement shall be made in writing under the signatures of the following:
   (a) for Her Majesty the Queen in right of Alberta, the Minister or the Minister’s designate;
   (b) for the University, the Provost or the Provost’s designate;
   (c) for the Faculty of Law of the University, the Dean of that Faculty;
   (d) for the Faculty of Law of the University of Calgary, the Dean of that Faculty; and
   (e) for the Law Society and for the Benchers of the Law Society, the President of the Law Society or the President’s designate.

Term of Agreement and Termination:
17. (1) Subject to (3) and (4), the term of this Agreement is from April 1, 2012 to March 31, 2017.

(2) The term of this Agreement may be extended by mutual agreement of the Parties on any terms and conditions they may agree to.

(3) A Party may terminate this Agreement before March 31, 2017, by giving one year’s notice in writing to the other Parties and the Director.
(4) The Minister may, if funds are not appropriated by the Legislative Assembly of Alberta as specified in sub-clause 13(1), at any time terminate this Agreement, by giving six month's notice in writing to the other Parties and the Director.

18. On the termination of this Agreement, if the Institute is not continued through a further agreement between the Parties:
   (a) any library materials, equipment, or other items provided to the Institute by the University will remain the property of the University; and
   (b) any library materials, equipment, or other items obtained by the Institute other than through the University will become the property of any successor organization established within 6 months of the termination of this Agreement, but if no such organization is established within 6 months then such materials, equipment or other items shall become the property of the University.

General:
19. This Agreement supersedes and replaces any and all previous Agreements between the Parties respecting the Institute.

20. Subject to clause 22, this Agreement is effective April 1, 2012.

Transitional Provisions:
21. (1) Subject to (2), the Board membership of any Board member who, as of April 1, 2012, has been a Board member for more than 9 years, will automatically terminate as of the earliest of: (a) the end of the member’s current term; or (b) March 31, 2015.

   (2) If (1) applies to any Board member whose current term of appointment ends prior to September 1, 2013, that Board member is eligible for re-appointment for one additional term of up to one year.

22. (1) Sub-clause 6(2) is effective October 1, 2013.

   (2) Sub-clauses 4(7) and 7(e) are effective upon the adoption by the Board of a Code of Conduct, under sub-clause 6(2).
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates indicated.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Justice and Solicitor General

Per: ________________________________

Date: SEP 24 2012

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Per: ________________________________

Date: ________________________________

Per: ________________________________

Date: ________________________________

THE LAW SOCIETY OF ALBERTA

Per: ________________________________

President

Date: ________________________________
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates indicated.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Justice and Solicitor General

Per: ________________________________

Date: _____________________________

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Per: ________________________________

Date: _____________________________

Per: ________________________________

Date: _____________________________

THE LAW SOCIETY OF ALBERTA

Per: ________________________________

President

Date: _____________________________
IN WITNESS WHEREOF the Parties have executed this Agreement on the
dates indicated.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Justice and Solicitor General

Per: ____________________________________________

Date: ________________________________

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Per: ____________________________________________

Date: ________________________________

Per: ____________________________________________

Date: ________________________________

THE LAW SOCIETY OF ALBERTA

Per: ________________________________

President

Date: ________________________________

September 26, 2012