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:

• 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.

• By Agreements dated August 30, 1971, March 31, 1977, March 31, 1982, and March 31, 1987, the Parties continued the Institute of Law Research and Reform.

• 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.”


• 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 Institute, as it may read from time to time, addressing those elements and objectives required to continue the Institute as an institute affiliated with the University which are not already addressed in this Agreement;
   (b) **Board** means the Board established under clause 4(1);
   (c) **Code of Conduct** means the Code of Conduct adopted by the Board under clause 8(2);
   (d) **Executive Director** means the Executive Director appointed under clause 13(1);
   (e) **Institute** means the Alberta Law Reform Institute;
   (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;
   (h) **member at large** means a person appointed to the Board under clause 4(2)(b);
   (i) **representative member** means person appointed to the Board under clause 4(2)(a);
   (j) **Service Agreement** means the Service Agreement between the University and the Institute, as it may read from time to time, addressing those elements and objectives required to assign University employees to the Institute; and
   (k) **University** means the Governors of the University of Alberta.

Continuation
2. The Institute is continued.

Objectives
3. 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

4. (1) A governing body of the Institute called the Board is established.

(2) The Board consists of the following members:
   (a) seven representative members appointed as follows:
       (i) one elected Bencher, appointed by the Benchers of the Law Society;
       (ii) the Provost of the University or a person on the Academic staff of
            the University appointed by the Provost;
       (iii) one person appointed by the Faculty of Law of the University;
       (iv) one person appointed by the Faculty of Law of the University of
            Calgary;
       (v) two persons appointed by the Minister;
       (vi) the Executive Director; and
   (b) at least four but not more than seven members at large appointed by the
       Board after an open and transparent recruitment process.

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

Qualifications

5. (1) Appointments to the Board 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 the Provost of the University or the Provost's
    appointee must hold a law degree.

(3) To the extent possible, member at large appointments should reflect the diversity
    of the Alberta legal community.

(4) 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.

Disqualification

6. (1) Except where a member at large is re-appointed for a subsequent term, no
       person may be appointed as a member at large, if that appointment would result in two
       or more lawyers at a given law firm being Board members at the same time.

(2) If a member at large moves to the same law firm as another Board member, 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.

(3) Except for the Executive Director, University employees assigned to the Institute
    are not eligible for appointment to the Board.
(4) If a Board member becomes a University employee assigned to the Institute, their appointment to the Board will automatically cease as of that date.

**Terms of Appointment and Re-Appointment**

7. (1) The initial term for Board members 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) Subclause (1) does not apply to the Executive Director or to a representative Board member whose appointment is in the course of their employment by the Minister or the Provost of the University.

**Role and Powers of the Board**

8. (1) The Board shall, subject to this Agreement,

(a) manage and conduct the affairs and business of the Institute in accordance with principles of good governance;

(b) exercise the powers and perform the duties necessary to achieve the objectives of the Institute; and

(c) have the authority to incorporate 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 Responsibility of Board Members**

9. Without limiting the generality of clause 8, 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.

Chair and Vice-Chair
10. (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 Executive 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
11. (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
12. (1) A Remuneration Committee 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) the President of the Law Society of Alberta or, at the President’s option, any other elected Bencher who is not a Board member.
(2) The Remuneration Committee shall determine the remuneration or other compensation to be provided to any Board member, except the Executive Director.

(3) 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.

Executive Director
13. (1) There shall be an Executive Director of the Institute, appointed to the role of Executive Director by the Board and to the academic staff of the University by the University.

(2) The Executive 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 Executive Director has the following role and responsibilities:

(a) advising the Board 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) 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;
(e) acting as an external representative of the Institute, maintaining good relations with relevant external stakeholders and the general public;
(f) acting as a member of the Board

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

Staffing
14. 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 Service Agreement.
Financial and Other Support to the Institute

15. (1) For each fiscal year during the term of this Agreement, commencing April 1, 2017, the Minister will provide the Institute Five Hundred Thousand dollars ($500,000), to be applied to activities of the Institute in furtherance of its objectives.

(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 subclause (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, 2017, 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 subclause (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 subclauses (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.

Business Plan and Budget

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

(2) The Board shall annually prepare the following in a form satisfactory to the Minister and the University:

   (a) a business plan for the upcoming three fiscal years;
   (b) a budget for the next fiscal year; and
   (c) a statement of projected expenditures for the following two fiscal years.

(3) The budget and statement of projected expenditures shall include all proposed expenditures, including:

   (a) the salary and expenses payable to the Executive Director;
   (b) staffing expenses;
   (c) office and administration expenses;
   (d) expenditures for research materials and resources;
   (e) the remuneration or other compensation for Board members, other than the Executive Director;
(f) expenses of all research projects not funded from Institute operating funds, including services and expenses of persons retained; and

(g) any other matters the Board considers appropriate.

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

(5) The business plan, final budget and statement of projected expenditures 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.

**Annual Report**

17. (1) 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.

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

**Coordination Between the Institute and the Minister**

18. (1) There shall be a meeting between the Executive Director and Chairperson, and employees of the Minister, at least once per year, to discuss the Institute's current and upcoming projects and their relative priority from the perspective of the Minister.

(2) There may additionally be meetings from time to time between the Executive 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.

**Term of Agreement**

19. (1) This Agreement is effective from April 1, 2017 and runs to March 31, 2022.

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

20. (1) A Party may terminate this Agreement before March 31, 2022, by giving one year’s notice in writing to the other Parties and the Executive Director.

(2) 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

21. This Agreement supersedes and replaces any and all previous Agreements between the Parties respecting the Institute.

Signatories for Appointments and Agreements

22. Agreements on behalf of the Parties 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, the President of the Law Society or the President’s designate.
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:  October 27, 2017

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Per:  
Steven Dew
Provost and Vice-President (Academic)

Date:  Dec. 20, 2017

THE LAW SOCIETY OF ALBERTA

Per:  
President

Date:  January 24, 2018