



**THE LAW SOCIETY OF MANITOBA  
ARTICLING AGREEMENT  
PURSUANT TO LAW SOCIETY  
RULES 5-4(d) AND 5-4.3**



**NOTE: THIS ARTICLING AGREEMENT MUST BE FILED BY THE ARTICLING STUDENT AND THE PRINCIPAL WITHIN TWO WEEKS OF THE COMMENCEMENT OF ARTICLES. FAILURE TO DO SO WILL RESULT IN THE LENGTH OF ARTICLES BEING INCREASED BY ONE WEEK FOR EVERY WEEK THE FILING OF THE AGREEMENT HAS BEEN DELAYED.**

**BETWEEN:**

\_\_\_\_\_ of: \_\_\_\_\_  
(the "Principal") (the "Firm")  
\_\_\_\_\_  
(City/Town) (Province)

**AND:**

\_\_\_\_\_ (the "Articling Student") \_\_\_\_\_ (City/Town) \_\_\_\_\_ (Province)

The Principal and the Articling Student, in accordance with *The Legal Profession Act* and The Law Society Rules, agree that during the term of this Articling Agreement, they shall abide by the following terms:

1. The Articling Student shall serve as an Articling Student to the Principal from \_\_\_\_\_ (date) until the Articling Student is called to the Bar in Manitoba, or until this Agreement is discharged in such other manner as the Law Society of Manitoba may decide.
2. The Principal accepts the Articling Student for the term set out in paragraph 1.
3. The Articling Student shall:
  - (a) faithfully and to the best of the Articling Student's ability, honestly and conscientiously serve the Principal and the clients of the Principal in the practice of law;
  - (b) at all times keep in strict confidence the business and affairs of the Principal, the other lawyers in the firm and the business and affairs of their respective clients;
  - (c) carry out all the lawful and reasonable requirements of the Principal and not be absent from the service of the Principal without the consent of the Principal;
  - (d) at all times take proper care of and account for all records, money and other property of the Principal or other persons that are entrusted to the Articling Student or come into the Articling Student's custody or possession; and
  - (e) become familiar with and abide by *The Legal Profession Act*, the Law Society Rules, the Code of Professional Conduct and any other codes or standards authorized or established by the Society.

4. The Principal shall:

- (a) teach and instruct the Articling Student, or cause the Articling Student to be taught and instructed in the practice of law and professional conduct, to the best of the Principal's skill and ability;
- (b) provide reasonable assistance to the Articling Student to help the Articling Student become competent to practise law and possess the knowledge and skill level required for call to the Bar in the Province of Manitoba;
- (c) be responsible for the supervision of the Articling Student at all times, but the principal may allow another practising lawyer in his or her firm to supervise or assist in the supervision of the Articling Student, in which case the Principal and the supervising lawyer shall be jointly responsible for the conduct and actions of the Articling Student;
- (d) advise any other lawyer who is supervising the Articling Student of the joint responsibility set out in paragraph (c) above;
- (e) ensure that in each case where the Articling Student is instructed to appear before a court or tribunal or where the Articling Student is given conduct of a file, that:
  - (i) except in routine matters, the client understands and agrees that the Articling Student will be handling the matter;
  - (ii) the interests of the client will not be harmed or compromised;
  - (iii) the Articling Student has been briefed on all matters and is properly prepared;
  - (iv) the matter is appropriate for the Articling Student's training, experience and ability;
  - (v) the Principal is completely satisfied that the Articling Student is competent to handle the matter; and
  - (vi) the Articling Student has been instructed to advise the judge or presiding official of his or her name and that he or she is an Articling Student and articulated to the Principal.
- (f) allow the Articling Student time to attend and complete all CPLED Program lectures, seminars, activities, and examinations including on-line participation in CPLED Program activities, assignments, competency evaluations and examinations.

5. In the event of any dispute arising out of this agreement, the parties agree to submit the matter to the Admissions and Education Committee of The Law Society of Manitoba, whose decision shall be final and binding on the parties.

IN WITNESS of this Agreement, the Principal and Articling Student hereby sign their names.

SIGNED in the presence of:

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Articling Student*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Principal*

I, \_\_\_\_\_, principal, confirm that I have reviewed the CPLED Program Education Agreement and the attached Professional Integrity Policy with \_\_\_\_\_.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date