

CAW LEGAL SERVICES PLAN

CO-OPERATING LAWYER AGREEMENT

I, _____, a lawyer eligible to practice law in the Province of _____, (hereinafter called "the Co-operating Lawyer") and the CAW LEGAL SERVICES PLAN, (hereinafter called "the Plan") agree as follows:

1. The Co-operating Lawyer is a member in good standing of the Law Society or such other body responsible for governing the legal profession in the Province in which the Co-operating Lawyer practice law.
2. The Co-operating Lawyer shall at all times comply with the laws governing the practice of law in the Province in which he or she practices and shall notify the Plan forthwith if his or her right or privilege to practice law is suspended, revoked or expired.
3. The Co-operating Lawyer shall at all times maintain errors and omissions or malpractice insurance satisfactory to the Plan.
4. The Co-operating Lawyer shall not promote or publicize his or her status as a Co-operating Lawyer.
5. The Plan shall place the name of the Co-operating Lawyer on such panel or panels, in accordance with geographical location, for the areas of practice indicated in Appendix "A", and shall make referrals from those panels.
6. The Plan provides Prepaid and Referral Benefits to Participants. Prepaid Benefits are those legal services for which the Plan reimburses the Participant, in accordance with the Fee Schedule (Appendix "B") set by the Plan. In order to reduce the financial burden of Participants, the Plan reimburses Participants who use Co-operating Lawyers by sending the reimbursement monies directly to the Co-operating Lawyer.
7. Referral Benefits are those legal services for which the Participant directly pays the fee of the Co-operating Lawyer, in accordance with the Fee Schedule set by the Plan. The Plan bears no responsibility for payment of Referral Benefit Legal Services.
8. In some cases a legal matter will involve both Prepaid and Referral Benefits, in which case the Co-operating Lawyer will receive monies from the Plan and the Participant, respectively, in accordance with the Fee Schedule set by the Plan.

9. The Plan does not reimburse Participants for any sales or other taxes related to lawyer fees. In particular, the Plan does not reimburse Participants for Goods and Services Taxes charged by lawyers for Prepaid Benefits, unless specifically indicated in the Fee Schedule set by the Plan.
10. The Co-operating Lawyer shall provide Prepaid and Referral Benefit legal services to any Plan Participant who wishes to retain the Co-operating Lawyer, and whom the Co-operating Lawyer agrees to represent, in accordance with the Fee Schedule set by the Plan. The Fee Schedule may be revised by the Plan from time to time, but any such revisions are prospective only and do not apply to legal services already commenced. The Plan will notify the Co-operating Lawyer of any such revisions.
11. The Plan will not be responsible for payment of any Prepaid Benefit legal services provided by the Co-operating Lawyer unless a case number has been assigned. A separate case number is assigned for each separate legal matter and case numbers are not assigned until the eligibility of a Participant has been confirmed by the Plan.
12. For Referral Benefit legal services, the Co-operating Lawyer must execute a written fee agreement or retainer with the Participant prior to rendering such services and must provide the Participant with a copy. Both a Plan case number and the fact that the Co-operating Lawyer agrees to charge the Participant in accordance with the Fee Schedule set by the Plan, must be clearly indicated on the face of the fee agreement or retainer, which shall be in accordance with Appendix "C".
13.
 - (a) Any dispute between a Participant and a Co-operating Lawyer, arising out of a matter referred to a Co-operating Lawyer by the Plan, may be the subject of a written complaint made by the Participant to the Plan Director, who shall either resolve the dispute to the mutual satisfaction of both parties or render a written decision and furnish a copy to the Participant and the Co-operating Lawyer. Either party may appeal the Director's decision to the Administrative Committee of the Plan, whose decision shall be final and binding on both the Participant and the Co-operating Lawyer.
 - (b) The procedure in subsection (a) deals with the private contractual arrangement between the Co-operating Lawyer and the Plan. It is separate and apart from any lawful proceedings pursuant to the jurisdiction of the Law Society or such other governing body of the legal profession in the relevant province.

14. The Co-operating Lawyer shall seek an award of costs or lawyer fees in all cases where it is appropriate to do so, whether by way of court order, out of court settlement or otherwise. It is agreed that the Co-operating Lawyer's fee shall include any costs or lawyer fees awarded and recovered in excess of the Plan fee schedule, provided that any recovery of costs or lawyer fees will be applied in the following order, namely,
 - (a) in accordance with the specific directions contained in the court order, or if no specific directions then
 - (b) toward the obligation of the Participant to the Co-operating Lawyer for fees (including, subject to subsection (d) below, costs awarded and recovered), disbursements and any sales or other taxes related thereto,
 - (c) toward the obligation of the Plan to the Co-operating Lawyer for fees, disbursements and sales or other taxes related thereto,
 - (d) to the Co-operating Lawyer, if actual costs recovered is greater than the combined total of the amounts set out in (a), (b) and (c) above.
 15. The Co-operating Lawyer shall submit a signed Lawyer Activity and Summary Billing Report to the Plan along with his or her account, for each separate legal service rendered. For Referral Benefit legal services the original account shall be sent to the Participant and a copy shall be sent to the Plan.
 16. The Co-operating Lawyer shall not delegate the obligations and duties of this Agreement nor may the Co-operating Lawyer delegate representation of the Participant to whom legal services have been agreed to be provided, without the written consent of the Participant.
 17.
 - (a) The Plan shall not interfere with or control the performance of the duties of the Co-operating Lawyer, nor is the Plan liable for any damages caused by any act or omission of the Co-operating Lawyer. The Co-operating Lawyer is an independent contractor and not an employee or agent of the Plan and has no power to bind the Plan, contractually or otherwise.
 - (b) The Co-operating Lawyer shall indemnify and save harmless the Plan, its trustees, agents, contractors, employees, servants or licensees from all losses, liabilities, damages, costs, claims, demands and actions of any kind or nature whatsoever which the Plan may become liable for or suffer by reason of any act or omission of, or negligence by the Co-operating Lawyer, or any breach, violation or non-performance by the Co-operating Lawyer of any covenant, term or provision of this Agreement.
 18. Participants may be asked by the Plan to complete a client satisfaction questionnaire.
 19. The Co-operating Lawyer shall not give any gift or gratuity to any employee of the plan or any fiduciary of the Plan.
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- 20. Nothing in this Agreement shall be construed so as to limit or restrict the Co-operating Lawyer in his or her other professional activities or representation.
- 21. This Agreement may be terminated by either party, without cause, upon written notice to the other party. However, any legal services already in progress shall continue, with the Participant's consent, in the same manner as though this Agreement continued in effect.
- 22. Appendix "A" (Co-operating Lawyer Information) and Appendix "B" (Fee Schedule) and Appendix "C" (Fee Agreement) form part of this Agreement and are incorporated herein.

DATED at _____ this ___ day of _____ 20__.

CAW LEGAL SERVICES PLAN

Per: _____

Stephen Ginsberg
Executive Director

Co-operating Lawyer (Signature)

(Print Name)

Address