

DRAFT 2022-2023 OTTAWA RECRUITMENT AGREEMENT

The purpose of this Agreement is to ensure a fair and ethical recruitment period that promotes fair dealings between Students and Employers and among Employers. In addition, this Agreement is intended to provide all stakeholders with transparency and clear guidelines.

This Agreement establishes timelines for various components of the Summer recruitment processes including application deadlines, on-campus interviews, designated interview periods and offer dates.

DEFINITIONS

“Employer(s)” means an employer of summer Students and includes a law firm, sole practitioner, company or non-profit organization legal department, government department or ministry, and legal clinic but does not include the Supreme Court of Canada, the Tax Court of Canada, the Court Martial Appeal Court of Canada, the Federal Court, the Federal Court of Appeal, the Court of Appeal for Ontario, and Ontario’s Superior Court of Justice. Students appointed to serve the judges of these courts are not required to be recruited for such clerkships in accordance with this Agreement.

“Recruitment Activity” means open houses, employer tours, receptions, coffee meetings, lunches and dinners, and similar activities held for Students, as well as any activity originated by an employer and directed toward specific individuals or targeted groups for the purpose of encouraging employment with that employer, including but not limited to the conducting of interviews and the making of offers of employment.

“No-contact Period” means employers shall not approach Students to, directly or indirectly, suggest meetings and/or to promote their place of employment as set out in section 4.2.

“Student(s)” means all student(s) participating in these recruitment processes.

“1L Student(s)” means a person who reasonably expects to be eligible to commence articling in the 2025-2026 Licensing Cycle.

“2L Student(s)” means a person who reasonably expects to be eligible to commence articling in the 2024-2025 Licensing Cycle.

THE UNDERSIGNED EMPLOYERS ACKNOWLEDGE THAT:

1. The provisions of this Agreement apply to the recruitment and hiring of Students for all Summer 2023 Student positions, conducted by Employers during the 2022-2023 academic year.
2. This Agreement will establish (1) an application deadline, (2) a designated on-campus interview period (3) a period during which Employers may contact Students to schedule interviews, (4) a designated interview period and (5) an offer date for the recruitment of 1L and 2L Intellectual Property Students in the Fall and the recruitment of 2L Summer Students in the Winter.

3. Applications received by the applicable application deadline shall be treated without regard for the date or time at which the application was received. Employers may choose to interview Students that submit applications after the designated application deadline. No Employer will call any Student to arrange an interview prior to the designated period in which Employers may contact Students to schedule interviews.

3.1. Employers shall not communicate their intention to interview a Student and subsequently not offer that Student an interview.

3.2. Employers shall not unduly pressure Students to accept interview offers or to attend receptions or dinners. This does not preclude Employers from providing information regarding their respective recruitment processes including feedback on how a Student's conduct and participation during the recruitment process may impact Employer decisions.

4. Employers will only conduct interviews during the designated interview period, except in exceptional circumstances. Exceptional circumstances will include a Student being unable to be in Ottawa or unable to participate in a virtual interview during the designated interview period because of legitimate study or work restrictions, or due to exceptional personal circumstances. A Student's absence from Ottawa or inability to participate in a virtual interview during the designated interview period due to participation in another city's interview week will not constitute an appropriate basis for the grant of an early interview.

4.1. Notwithstanding paragraph 4, Employers are permitted to attend on-campus interviews ("OCIs") for the purpose of pre-screening Students for invitations to the designated interview period in Ottawa. Those Employers attending OCIs agree that no offers for employment or interviews will be made at the OCIs and that these guidelines otherwise continue to apply. Employers also agree to abide by the OCI interview process established by each law school.

4.2. Employers will not conduct interviews or hold any virtual or in-person Recruitment Activities, including virtual or in-person receptions, dinners, or workspace tours, during the applicable No-contact Period as follows:

(a) Intellectual Property No-contact Period: from the application deadline to the beginning of the designated interview period.

(b) Summer No-contact Period: from the application deadline to the beginning of the designated interview period.

Employers may hold virtual or in-person Recruitment Activities, receptions, dinners, or workspace tours for groups of Students prior to the applicable No-contact Period. Employers shall not approach Students to, directly or indirectly, suggest meetings and/or to promote their place of employment during the applicable No-contact Period. Employers may, however, respond to Student-initiated communications during the applicable No-contact Period, provided that the intent of such communication is not to facilitate interview-like interactions. The No-contact Period is intended to give Students and recruiters a "break", and to level the playing field for everyone involved in the recruitment process.

4.3 Employers and Students are not required to respond to email or telephone communications received between 8:00 pm ET and 9:00 am ET the following business day ("**the Curfew Period**"). Employers will not penalize Students, directly or indirectly, for failing to respond to any communications during the Curfew Period.

4.4 Throughout the recruitment process, Employers shall not, directly or indirectly, put pressure on Students to accept an offer of employment or reveal their intention to do so. Students may, however, voluntarily communicate their level of interest in an employer, including their intention to accept a prospective offer from an Employer if such offer were made. However, attempts by Employers to solicit these intentions, directly or indirectly, are not appropriate.

5. No Employer will make an offer or communicate an express intention to make an offer to a Student prior to 8:00 a.m. ET on the designated offer day (even in cases where legitimate early interviews have been held).
6. Offers made on the designated offer date will remain open until noon or allow two hours, whichever comes later, for Students to advise of their acceptance or rejection of the offer. Employers shall not place undue pressure on a Student to respond to an offer within a shorter timeframe. For greater certainty, employers are permitted to ask Students to respond as soon as possible and to follow up with Students periodically, within reason, to confirm whether they have made their decision.

For example:

- An offer made at 8:05 am will remain open until 12:00 pm.
- An offer made at 10:00 am will remain open until 12:00 pm.
- An offer made at 11:00 am will remain open until 1:00 pm.

7. Employers shall determine in advance of the recruitment process the anticipated length of employment, compensation and any other financial terms ("**Key Terms of Employment**"). When making an offer to a Student, if they have not already done so during the recruitment period, Employers shall promptly, if requested by the offeree, communicate the Key Terms of Employment.
8. Students are required to deal with offers received as expeditiously as possible, regardless of the time that the offer remains open. Students shall not hold more than one offer open at a time and shall not hold any offers open for longer than is reasonably necessary to make a decision. Students who accept an offer are required to immediately notify the Employer from whom they have an outstanding offer. Students who have already accepted an offer may not thereafter accept offers subsequently received.
9. This Agreement may be executed and delivered in counterparts and by facsimile transmission, DocuSign or other electronic means, and all such counterparts so signed and delivered, taken together, shall constitute one instrument which may be relied upon by the parties as if it were an original.
10. The signatory Employers appoint the following employer EMPLOYER NAME, represented by REPRESENTATIVE NAME, to act as the person responsible for the administration of this Agreement (the "Responsible Person") throughout the 2022-2023 academic year.

11. The Employers have established the following timeline for determining which Employers will be the custodian of the Agreement for the next several years:

Employer	Year	Year
Employer Name	2022-2023	2023-2024
Employer Name	2024-2025	2025-2026
Employer Name	2026-2027	2027-2028

12. The signatory Employers agree to respect not only the letter but also the spirit of this Agreement.
13. The custodian of the agreement will contact signatory Employers who are in breach of any part of this agreement.
14. Schedules "A", "B", "C" and "D".

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Schedule A
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2023 Intellectual Property (“IP”) Student Recruitment Signatory
Employers

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Schedule B
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2023 Intellectual Property Summer Law Student Recruitment Schedule

Portal Dates	
<ul style="list-style-type: none">Monday, August 29, 2022: Portal Opens to EmployersFriday, September 9, 2022 @ 11:59 p.m. (ET): Portal Closes to EmployersMonday, September 12, 2022 @ 9:00 a.m. (ET): Portal Opens to StudentsTuesday, October 11, 2022 @ 1:00 p.m. (ET): Portal Closes to Students	
Recruitment Dates	
Tuesday, October 11, 2022 by 1:00 p.m. (ET)	Application deadline for students interested in summer 2023 IP positions
Wednesday, October 19, 2022	Date by which firms will attempt to contact students for interviews
Thursday, October 20, 2022 to Wednesday, October 26, 2022	Interview period
Thursday, October 27, 2022 at 8:00 a.m. (ET)	Call day for offers of 2023 IP summer student positions

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Schedule C
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2023 2L Summer Recruitment Signatory Employers

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Schedule D
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2023 General Summer Law Student Recruitment Schedule

Portal Dates	
<ul style="list-style-type: none"> • Monday, October 24, 2022: Portal Opens to Employers • Monday, November 14, 2022 @ 11:59 p.m. (ET): Portal Closes to Employers • Friday, December 9, 2022 @ 9:00 a.m. (ET): Portal Opens to Students • Thursday, January 19, 2023 @ 5:00 p.m. (ET): Portal Closes to Students 	
Recruitment Dates	
Thursday, January 19, 2023 by 5:00 p.m. (ET)	Application deadline date for students interested in summer 2023 positions
Wednesday, January 25, 2023 to Friday, February 10, 2023	Period during which employers may contact students to schedule interviews for interview week *please note that some employers may continue to make interview offers after the start of the interview period
Monday, January 30, 2023 to Thursday, February 9, 2023 *See schedule below	OCI period
Monday, February 13, 2023 to Wednesday, February 22, 2023	Interview period
Thursday, February 23, 2023 at 8:00 a.m. (ET)	Call day for offers of 2023 summer student positions

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