



## UNIVERSITY OF MANITOBA POLICY

<b>Policy:</b>	<b>Legal Representation</b>
<b>Effective Date:</b>	November 22, 1973
<b>Revised Date:</b>	November 21, 1984
<b>Review Date:</b>	
<b>Approving Body:</b>	Board of Governors
<b>Authority:</b>	
<b>Responsible Executive Officer:</b>	
<b>Delegate: (If applicable)</b>	
<b>Contact:</b>	Vice-President (Administration)
<b>Application:</b>	All Staff

The University, or the University's insurer, will extend legal representation in certain cases to officers, employees and members of the Board of Governors of the University in the manner and on the conditions following:

1. a) If an officer, member of the Board of Governors, or any employee of the University (hereinafter referred to as "the individual") in carrying out his/her respective designated duties for the University, is named or may be named as a defendant in civil proceedings, the University will cause any such proceedings and negotiations preceding any such proceedings, to be represented and defended on behalf of the individual by legal counsel at the University's expense, provided that:
  - i. the individual has executed a copy of the Request for and Consent to Legal Representation form as attached hereto and being Schedule "A" to this Policy;
  - ii. there is no conflict of interest apparent or possible, in the sole opinion of the President or his/her delegate, between the University and the individual;
  - iii. the individual has not acted, in the sole opinion of the President or his/her delegate, in bad faith, with malice or in an unprofessional manner;

- iv. the individual does not take any action or omit to take any action that, in the sole opinion of the President or his/her delegate, will prejudice the defence or representation of such proceedings or preliminary negotiations;
- v. the individual fully cooperates with legal counsel of the University or University's insurer in the conduct of such defence and representation (the "appointed legal counsel") and;

except that where the individual is named as a defendant as a result of duties carried out as a member of the Board of Governors of the University, the determinations to be made by the President in Subsections 1 (a)(ii), (iii) and (iv) shall be made instead by the Board of Governors.

b) If at any time during the course of the individual's defence or representation by the appointed legal counsel, the individual wishes to be defended or represented by legal counsel of his/her own choosing, the individual may retain such other legal counsel and the appointed legal counsel shall no longer represent or defend the individual. Thereafter the individual shall be solely responsible for his/her defence or representation and all expenses associated therewith.

c) Notwithstanding (b) above, if the individual breaches the provisions of 1(a)(iv) or (v) above, during the course of his/her defence or representation by the appointed legal counsel the University may request the appointed legal counsel to withdraw from the case and in that event the individual's defence and representation shall be at the sole expense of the individual and all expenses so incurred by the University on the individual's behalf to the date of withdrawal shall be a debt due and owing to the University from the individual.

d) If the court does not permit legal counsel to withdraw from the record as requested by the University, the individual's continued defence and representation shall be at the sole expense of the individual and, together with all expenses incurred by the University on the individual's behalf to that date, shall be a debt due and owing to the University from the individual.

- 2. "Respective assigned duties" in this Policy means all duties and functions of and responsibilities assigned to the individual which he/she is required to perform and discharge in the course of his/her employment at the University but does not include personal consulting activities, outside professional activities as such term is used in other policies or collective agreements to which the University is a party, or any other activities outside of the scope of the individual's duties, functions and responsibilities unless such duties, functions and responsibilities were specifically assigned to the individual by a person authorized to so assign.
- 3. The terms "expense" or "expenses" in this Policy shall include all legal fees and disbursements, witness fees, court costs and may include, at the discretion of the University or the University's insurer as the case may be, all monies to be paid by the individual under the terms of any settlement and all monies which the

individual shall become obliged to pay by reason of the liability imposed upon such individual by a court of law.

4. In requesting legal representation under this Policy, an individual shall waive any claim that he/she might have against the University regarding any act or omission of the appointed legal counsel in respect of the defence or representation by that legal counsel.

## **SCHEDULE A**

### **REQUEST FOR AND CONSENT TO LEGAL REPRESENTATION**

1. I, \_\_\_\_\_, pursuant to the Policy and Procedure Number 222 , entitled Legal Protection, of the University of Manitoba, hereby request that the University or its insurer appoint legal counsel to represent and defend me in respect of the claim, demand, or action brought or anticipated to be brought, by \_\_\_\_\_.
2. I hereby acknowledge that I have read and understand the terms of the policy respecting Legal Representation as attached hereto and agree to be bound by the terms prescribed therein as if such terms had been included within this Agreement.
3. I hereby waive any claim that I might have against The University of Manitoba regarding any act or omission of the legal counsel appointed hereunder in respect of the defence or representation by that legal counsel.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Witness)

Request for Legal Representation approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.