

Practice Resource

Lawyers must exercise their professional judgment respecting the correctness and applicability of the material. The Law Society accepts no responsibility for any errors or omissions and expressly disclaims any such responsibility.

Sample practice coverage agreement

This practice coverage agreement (“**Agreement**”) is made on [**Insert Date**] by and between [**Insert Name of Covering Lawyer**] (the “**Covering Lawyer**”) and [**Insert Naming of Home Lawyer**] (the “**Home Lawyer**”).

1. For the purposes of this Agreement:
 - a. “**Covering Lawyer**” means the practising lawyer in British Columbia engaged by the Home Lawyer under this Agreement to provide Practice Coverage.
 - b. “**Home Lawyer**” means the practising lawyer in British Columbia or law firm engaging the Covering Lawyer under this Agreement to provide Practice Coverage.
 - c. “**Practice Coverage**” means a Covering Lawyer operating the Home Lawyer’s legal practice including but not limited to taking on the professional responsibilities necessary to uphold a lawyer’s duties, and includes managing client communications, maintaining case files, meeting court deadlines, and handling all other essential tasks to ensure continuity of service and ethical standards in the practice.
2. The Covering Lawyer agrees to provide Practice Coverage to the Home Lawyer at [**Insert practice location of Home Lawyer**] for a period of [**Insert length of coverage**] beginning on [**Start Date**] and ending on [**End Date**].
3. The Covering Lawyer agrees they will not actively solicit the Home Lawyer’s staff or clients.
4. The Home Lawyer understands and acknowledges that if while providing Practice Coverage the Covering Lawyer becomes aware of circumstances that require a duty to report to the Law Society the Covering Lawyer will do so.
5. The Covering Lawyer and Home Lawyer confirm that they will review and complete the practice coverage checklists at Appendix A to this Agreement on or before [**Start Date**].

Topics you may also wish to address in your agreement include:

Accommodation – If relevant, will the firm provide housing for the covering lawyer? If so, what are the terms and expectations?

Client communication – Will the covering lawyer handle client communications independently, or should certain updates go through the home lawyer?

Confidentiality – What confidentiality requirements are in place? Are there any special protocols for protecting sensitive client information?

Conflicts of interest – Are there specific conflicts of interest to address? What process will be followed to identify or manage potential conflicts?

Dispute resolution – How will any disputes be handled? Is arbitration required, or are other methods preferred?

Expenses – Will any work-related expenses be covered by the home lawyer or firm? What is the process for submitting expenses for reimbursement?

Remuneration – How will the covering lawyer be compensated? Are there set rates, and how frequently will payments be made?

Resources – Will the covering lawyer have access to office equipment, software, or other resources? Is any training on firm systems necessary?

Scope of work – What specific duties will the covering lawyer be responsible for? Are there any tasks or areas that are excluded from their responsibilities? Will they be responsible for administrative tasks, or just legal work?

Signing authority – Will the covering lawyer have signing authority for the home lawyer's trust account? If so, what are the specific limitations and requirements for managing trust account transactions?

Solicitation – Are there any restrictions on the covering lawyer soliciting clients or staff from the firm?

Supervision – Will the covering lawyer be responsible for supervising any legal assistants, paralegals, or other staff? What are the expectations and limits of this supervisory role?

Termination – Can either party terminate the contract? Under what conditions? How much notice is required?

By signing below, the parties acknowledge that they have read and understood this Agreement, and agree to be bound by its terms and conditions.

Signed by:

Name: _____

Signature: _____

Covering Lawyer

Name: _____

Signature: _____

Home Lawyer