

**PLACEMENTS FOR CAYMANIAN ARTICLED CLERKS IN
CHBA CHAMBERS IN ENGLAND & WALES**

FRAMEWORK AGREEMENT

Scheme outline, purpose and monitoring

1. This framework agreement relates to periods of training undertaken by Caymanian articulated clerks in sets of chambers in England & Wales ("Chambers") pursuant to the scheme (the "Scheme") outlined by this Framework Agreement. It is entered into by the Chancery Bar Association of England & Wales and the Cayman Islands Law Society and the Caymanian Bar Association.
2. The Scheme is subject to the supervision and administration of the Chancery Bar Association and the Legal Advisory Council of Cayman (together the "Monitoring Bodies").
3. The terms of this Scheme have been approved by the Legal Advisory Council of Cayman ("LAC") and notified to the Bar Standards Board of England & Wales (the "BSB").
4. The training shall be known as a "placement". The placement is not intended to be or to be construed as a pupillage, within the meaning of the BSB Handbook.
5. An articulated clerk may, upon completion of a placement, request an abridgement of his/her articles for a period equivalent to some or all of the placement, which request may be considered by the LAC in its sole discretion.

Chambers joining the Scheme

6. Chambers may apply to the Chancery Bar Association to accede to this Scheme as a Chambers' member and the Committee of the Chancery Bar Association shall have an absolute discretion as to whether or not to admit such Chambers to membership of the Scheme. Once admitted, Chambers shall accede to the terms of this Framework Agreement and abide by them. Chambers may give written notice at any time to cease to be a member of the Scheme.

Publicity

7. The Chancery Bar Association shall retain a list of Chambers who have acceded to the Scheme and shall notify the LAC at least once a year of the Chambers who have acceded to the Scheme. The Chancery Bar Association will notify the LAC as and when a set of Chambers accedes to or leaves the Scheme.
8. The Cayman Islands Law Society and the Caymanian Bar Association will, by means of website and/or direct communication, notify their respective members of the existence of the Scheme and the Chambers participating therein.

Applications for placements

9. Placements shall be advertised and applications may be made in accordance with the procedures agreed from time to time between the Monitoring Bodies.

Placements

10. Placements shall be subject to the terms set out herein, unless agreed to be varied as regards a particular placement by (a) a Chambers member; (b) the articulated clerk applying for the placement and (c) the approval of the Monitoring Bodies. Accordingly, and save for any variation pursuant to this clause, Chambers who accede to the Scheme and offer a placement as defined herein, and any articulated clerk who takes such a placement pursuant to the Scheme, shall do so on terms which include and no terms which are inconsistent with the terms applying to a placement ("Placement Terms") as set out in this Framework Agreement.
11. Each placement shall be subject to the prior approval of the LAC and the approval of the Chairman of the Chancery Bar Association.
12. The placement shall be unpaid and the articulated clerk or his/her employer shall be responsible for all costs and expenses (including travel and living expenses) that the articulated clerk may incur.
13. Each placement is expected to last for 12 weeks unless varied in accordance with paragraph 10 above. The articulated clerk will be expected to attend the placement full time. The articulated clerk will be entitled to five days' vacation during the period of the placement, to be taken on days that are to be agreed between Chambers and the articulated clerk.
14. Any immigration, visa or regulatory requirements, together with any associated costs, fees or expenses, shall be the sole responsibility of the articulated clerk and his/her employer.
15. During the placement, the articulated clerk shall be subject to the supervision of one or more members of chambers who is an Approved Pupilsupervisor ("the Supervisor").
16. The articulated clerk shall at all times during the placement conduct himself or herself in a professional manner and in accordance with (i) any instructions given by the Supervisor and (ii) the BSB Handbook, particularly as it would apply to a pupil in England and Wales. This clause is without prejudice to any obligation on an articulated clerk to comply with the BSB Handbook if and to the extent that the same otherwise applies to him or her as a barrister (if such), whether or not holding a practising certificate.
17. The articulated clerk shall at all times before, during and after the placement maintain and preserve the confidentiality of the clients whose affairs he or she might see or deal with. The articulated clerk shall give such undertakings as the Supervisor or Chambers shall reasonably require in relation to confidentiality. For the avoidance of doubt, the articulated clerk's confidentiality obligations shall prevail over an obligation, if any, owed to his/her employer and shall continue in perpetuity.

18. It is expected that the articulated clerk will during the placement undertake and gain experience of work that might typically be undertaken and experienced in the non-practising period of pupillage. This work may include legal research, drafting of statements of case and written advice, observing conferences and advocacy and attendance at training events. For the avoidance of doubt, the articulated clerk will not be expected to and must not undertake work on his or her own account or supply legal services.
19. The articulated clerk shall be given feedback on work that he/she undertakes.
20. The articulated clerk must maintain a placement diary. The placement diary should include the nature of each case, details of the work undertaken together with the experience gained, a summary of any feedback received from the Supervisor and observations from the articulated clerk in relation to his/her professional development. The diary must be drafted in such a way as to comply with the foregoing confidentiality obligations.
21. If the articulated clerk has satisfactorily completed the placement or any part of it, the Supervisor should sign the relevant part of the placement diary or otherwise provide a certificate of satisfactory completion of the placement (or part of it). Satisfactory completion shall be defined as being of a standard to be expected of a person undertaking pupillage in England and Wales.
22. The articulated clerk and his/her employer may submit the placement diary and certificate(s) of satisfactory completion of the placement to the LAC for the purposes of seeking an abridgment of his/her articles.
23. In the event of non-attendance, unprofessional conduct or poor behaviour, a placement may be terminated by the Supervisor or Chambers. Save in serious cases, when a placement may be terminated immediately, a placement shall not be terminated except after consultation with the Monitoring Bodies. In the event that a placement is terminated, the articulated clerk's employer shall be informed.
24. English law shall apply to the Placement Terms.
25. If a dispute arises as to the interpretation of this Framework Agreement or otherwise in respect of the placement, the dispute shall be subject to the determination of a Panel set up by the Monitoring Bodies, each of whom may nominate an individual to sit on such Panel to make the determination on their behalf and whose decision shall be final.

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22 April 2014



CAYMANIAN
BAR
ASSOCIATION

Signed.....*[Signature]*.....
On behalf of The Caymanian Bar Association

Name.....*ABRAHAM TRIPPILL*.....

Date.....*5 MAY 2014*.....

CHANCERY BAR 

Signed.....*[Signature]*.....
On behalf of The Chancery Bar Association

Name.....*PENELOPE REED QC*.....

Date.....*5 May 2014*.....



Cayman Islands
Law Society

Signed.....*[Signature]*.....
On behalf of The Cayman Islands Law Society

Name.....*NIAEL MEESON QC*.....

Date.....*5th May 2014*.....