



**The Institute of Law Clerks of Ontario**  
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TORONTO, ONTARIO M5C 2T6  
TEL 416.214.6252 FAX 416.214.6255  
WWW.ILCO.ON.CA

## **ILCO CERTIFICATION APPLICATION FORM**

All relevant sections of the ILCO Certified Application form (the “Application”) must be properly completed and signed. All supporting documentation listed in the Checklist must be submitted with your Application. **Incomplete Applications and supporting documentation will delay processing and may be returned.**

Completed Applications must be accompanied by an application fee of \$150.00 plus HST (the “Application Fee”) and sent via **mail or courier only** to ILCO’s office shown at the top of this page. The Application Fee may be paid by **cheque** or **money order** payable to “The Institute of Law Clerks of Ontario” or by signing an authorization to charge the Application Fee to a valid **VISA** or **MasterCard**. The Application Fee is subject to change without notice.

If you wish to pay your Application Fee by **VISA** or **MasterCard**, please contact [members@ilco.on.ca](mailto:members@ilco.on.ca) directly.

**If your Application for certification is approved, you will be permitted to use the “ILCO CERTIFIED EXPERT Certification Marks” as defined in the License Agreement contained in this Application. If you are applying for certification in more than one area of law, please submit a separate Application for each area of law. Please note there will be a fee for each Application that is submitted. Certification must be renewed annually, and the annual certification renewal fee will be payable at the same time as the annual ILCO membership renewal fee.**

The information collected herein shall be used by ILCO for the purpose of considering your Application and for related purposes. By submitting this Application, you consent to the collection, use and disclosure of your information by ILCO for the foregoing purpose.

**PLEASE ENSURE THAT ALL REQUIRED DOCUMENTATION LISTED ON THE ENCLOSED CHECKLIST IS INCLUDED WITH YOUR APPLICATION.**

**ILCO MEMBER INFORMATION**

ILCO Member No: \_\_\_\_\_

Membership Level:            Associate        Fellow            Retired            Extra-Provincial

**\*The Applicant must be an ILCO member in good standing with minimum work experience of 10 years.**

Select Salutation:            Ms.                Mrs.                Mr.

<b>First Name:</b>	
<b>Last Name:</b>	
<b>Home Address:</b>	
<b>Business Address:</b>	
<b>E-mail:</b>	

Select one address to receive correspondence:        E-mail        Business        Home

**ILCO CERTIFICATION INFORMATION AND CURRENT EMPLOYMENT**

Area of law for certification:	
Provide a brief description of the nature of your practice:	
Name of Employer: (firm or organization)	
Address:	
Telephone No.:	
Facsimile No.:	
Website:	

**CERTIFICATION REQUIREMENTS**

To be permitted to use one or more of ILCO’s Certification Marks, an individual must meet the requirements set out in Appendix “A” attached hereto (the “Defined Standard”).

**STATEMENTS OF ILCO MEMBER:**

1. I am currently a member of ILCO in good standing and have engaged in Qualifying Employment in the same area of law for a minimum of 10 years.
2. In the past 10 years, the positions that I have held in my area of law in which I am applying for certification are as follows:

	<b>Year(s)</b>	<b>Position(s) held during Qualifying Employment &amp; Name of Employer</b>
<i>Example</i>	<i>2002-2007</i>	<i>Jr. Corporate Law Clerk Name of Law Firm/Organization</i>
	<i>2007-2012</i>	<i>Intermediate Corporate Law Clerk Name of Law Firm/Organization</i>
	<i>2012-present</i>	<i>Corporate Law Clerk Name of Law Firm/Organization</i>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

3. While employed in the positions listed above, I have gained extensive knowledge of the practices and procedures in the applicable certification area.

**PARTICIPATION IN PROFESSIONAL ORGANIZATIONS**

Participation in additional organizations is not a mandatory requirement for certification. Examples of professional organizations are The Law Office Management Association (TLOMA), Ontario Bar Association (OBA), ADR Chambers, Association of Certified E-Discovery Specialists (ACEDS), Project Management Institute (PMI), etc.

4. I participate actively in the following organizations:

<b><u>Organization</u></b>	<b><u>Member Since:</u></b>

**COMMITTEE AND VOLUNTEER POSITIONS**

Participation in committees or volunteer positions is not a mandatory requirement for certification.

5. Currently, or in the past, I have participated in the following organizations:

<b><u>Organization</u></b>	<b><u>Position/Capacity</u></b>	<b><u>Time Period</u></b>

**CERTIFICATION BY APPLICANT**

By submitting this executed Application, I hereby apply to ILCO for permission to use its ILCO CERTIFIED EXPERT Certification Marks. I hereby certify that the information contained herein and attached hereto is true, accurate and complete. If I am permitted to use any of ILCO's Certification Marks including, but not limited to, the ILCO CERTIFIED EXPERT Marks, I agree to be bound by the ILCO by-law(s), policies, Code of Ethics, and the License Agreement enclosed herewith, all of which may be in force and amended from time to time by ILCO in its sole discretion.

**I consent to ILCO contacting the persons, firms and/or organizations listed in this Application to confirm the accuracy of the information set out in this Application and supporting documentation submitted herewith.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**ILCO CERTIFIED EXPERT APPLICATION  
STATEMENT OF REFERENCE**

The Institute of Law Clerks of Ontario (ILCO) has implemented a certification program for its members that will permit successful applicants to use its ILCO CERTIFIED EXPERT Certification Mark(s) with respect to their area(s) of law.

**The applicant, being a member of ILCO, has applied to be a Certified Expert in their area of law, and in support of the Application, he/she is requesting that you provide to ILCO the information set out below.**

*Instructions:*

- *To Applicant: Please submit Statement of Reference to Employer and Former Employer(s) if applicable (minimum one).*
  
- *To Employer and Former Employer(s): Please complete the Statement of Reference and return it to the applicant.*

Name of Applicant:	
Area of Certification:	
Name of Person completing the Statement of Reference:	
Position:	
Firm/Organization:	
Telephone:	
E-mail address:	

**Please answer the questions below:**

1.	How long have you known the applicant				
2.	Describe your working relationship with the applicant.				
3.	Based on your working relationship, please check the items below to describe the applicant's qualifications as an expert in their field.	<b>Above expectations</b>	<b>Meets expectations</b>	<b>Poor</b>	<b>Not applicable</b>
a.	File/project management				
b.	Document and file preparation				
c.	Analytical skills				
d.	Performance of complex legal transactions with minimal supervision				
e.	Knowledge of procedures, legislation and regulations in area of certification				
f.	Professional conduct				
g.	Rapport with lawyers, clients and other legal professionals				
4.	Based on the foregoing, does the applicant have the expertise to be certified as an expert in their field of law?	Yes <input type="checkbox"/> No <input type="checkbox"/>			

5.	Please provide any additional information which would assist ILCO in evaluating the applicant's request for certification.	
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I hereby confirm and acknowledge that the information contained herein is true and correct, and is based on my direct working relationship with the applicant.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ILCO CONTINUING LEGAL EDUCATION REPORT**

(Law specific courses offered at the annual ILCO Conference are approved professional continuing legal education ("CLE") hours.)

<b>Name of Applicant:</b>	
<b>Area of Certification:</b>	

### **Professional Development Courses:**

Please note that individuals permitted to use the ILCO CERTIFIED EXPERT Certification Marks must complete one ethics course every five (5) Membership Years, and five (5) hours of ILCO recognized CLE courses within the twelve (12)-month period immediately preceding this Application or renewal of certification. Examples of CLE include but are not limited to courses offered by the OBA, CBA and ILCO and sessions provided by LSO and law firms.

For the Year: _____	
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	<b>Date of Course</b>	<b>Topics/Issues covered</b>	<b>Course Provider</b>	<b>Hours</b>
1.				
2.				
3.				
4.				
5.				
6.				

Please provide proof of completion for each course listed above (e.g. registration information, receipt or certificate).



## **CHECKLIST**

**Please be sure to complete this checklist to confirm that all requirements are met.**

### **Certification Fee**

- Correct payment with HST included
- If payment by VISA or Mastercard, the following information must be included:
  - Cardholder's name
  - Card number
  - Expiry date
  - CVS number (on reverse of card)
  - Authorized signature

### **ILCO Certification Application Form**

- Applicant's name printed
- Applicant's signature
- Membership level: Associate, Fellow, Retired or Extra-Provincial (in good standing)
- 10+ years of related work experience

### **Statement of Reference**

**(A Statement of Reference is required from your current employer, at a minimum)**

- Applicant's name printed
- Name of reference printed
- Reference's signature

### **ILCO Continuing Legal Education ("CLE") Report**

- Must include a mandatory ethics course every five membership years, following approval of the Application by the ILCO Board of Directors, and five CLE hours within the twelve-month period immediately preceding this Application or renewal, with proof of completion for each CLE. Skill development courses will only count for 1 hour, such as practice management, building your practice, docketing skills, etc.

### **License Agreement**

- Supporting Documentation:
  - Letters of Recommendation  
(Must enclose a minimum of two (2) letters of recommendation from a lawyer/immediate principal that you report to having extensive knowledge of your Law Clerk experience of at least 10 years. These letters of recommendation may be in electronic communication, however, must be detailed enough to determine knowledge of the applicant's position in their organization (or previous organization) and qualification for certification. Letters of recommendation should be current.
  - Curriculum Vitae
  - Additional Supporting Documents, if applicable  
(e.g. Certifications, Licences, Diplomas, service awards, guest speaking engagements, media coverage featuring applicant, etc.)

**Your Application will only be processed once all requirements are met. Each Application will be reviewed by ILCO's Certification Committee.**

## LICENSE AGREEMENT

By submitting this application to The Institute of Law Clerks of Ontario (“ILCO”), and for good and valuable consideration, including granting or renewing your license to use the following certification marks (the “Certification Marks”):



### ILCO CERTIFIED EXPERT

the receipt and sufficiency of which you, the undersigned, acknowledge, you agree to the terms as set out below (the “**Agreement**”) effective as of the date ILCO notifies you, if your application is approved, that it permits you to use the Certification Marks (the “**Effective Date**”).

1. So long as you are an ILCO member in good standing who also meets the requirements set out in *Appendix “A”* (the “**Defined Standard**”) as may be amended from time-to-time by ILCO in its sole discretion, ILCO grants you, as of the Effective Date, a limited, revocable, non-exclusive, non-assignable, non-sublicensable, license to use in Canada during the Term (as defined below) the Certification Marks as trade-marks in association with:

*law clerk services, supervision of other law clerks, administrative services for lawyers, providing continuing legal education to others; (the “**Services**”).*

2. You acknowledge and agree that ILCO is the owner of all rights, title and interest in and to the Certification Marks including, but not limited to, all trade-mark applications and registrations therefore.
3. ILCO shall have direct control over the character and quality of the Services provided by you in association with the Certification Marks. ILCO may review the performance of the Services, and your education and experience, to ensure that they meet ILCO’s standards, including the Defined Standard, at all times. Any and all use of the Certification Marks by you, including all goodwill appertaining thereto, inures to the sole benefit of ILCO. You shall use the ILCO Certification Marks in accordance with ILCO’s brand use guidelines as may be set and amended from time-to-time by ILCO.
4. You shall only use and display the Certification Marks in the form as supplied by ILCO to you. ILCO may grant or refuse approval of each specific use and display of any of the Certification Marks. You shall not use the Certification Marks to directly or indirectly indicate that ILCO endorses, authorizes, warrants or guarantees you, your company, your employer, your employees or contractors, or the services provided by any of the foregoing. You may display the Certification Marks so long as they are used in association with the performance or advertisement of the Services performed by you.
5. You shall not use a variation of the Certification Marks or any mark similar thereto. **You shall not use the Certification Marks, or any acronyms thereof, as professional designations by displaying immediately after your name (e.g. the following is INCORRECT: “Jane Doe, ILCO CERTIFIED EXPERT”).** You shall not use or display the Certification Marks in any way that is likely to prejudice ILCO’s rights or depreciate its goodwill, in the Certification Marks. You shall report to ILCO any use or display of the Certification Marks by any person that could detract from the high ideals and values of ILCO or in any way prejudices or discredits ILCO or depreciates its goodwill in its Certification Marks.
6. You shall comply with all of ILCO’s letters patent/articles, bylaws, policies, rules, regulations, and directives as published and amended from time-to-time by ILCO including, without limitation, the Defined Standard. ILCO may, at any time and in its sole discretion, suspend or terminate your license to use the Certification Marks by written notice to you for any reason including, without limitation:

breach of any term of this Agreement; failure to comply with any of ILCO's letters patent/articles, bylaws, policies, rules, regulations, or directives; or failure to pay your fees.

7. Upon termination of this Agreement, you shall immediately cease using and displaying the Certification Marks.
8. You shall do all things and execute all documents, without any further consideration, to secure and protect ILCO's rights, title and interest in the ILCO Certification Marks including, but not limited to, providing specimens of use of the Certification Marks or other materials and swearing affidavits or other legal documents. You shall not, directly or indirectly, challenge, attack, oppose, or attempt to invalidate or cancel any of ILCO's right, title or interest in or to ILCO's marks and any of its applications and registrations therefore including, without limitation, the Certification Marks. You shall not adopt, apply to register, or register, any of the Certification Marks or any mark or name confusingly similar thereto as a trade-mark, trade name, business name, or domain name.
9. The term of this Agreement is for a period of one year from the Effective Date (the "Term"). Thereafter, the Agreement may be renewed at ILCO's option for a further period if you continue to comply with the terms of this Agreement and any amendments thereto, pay all applicable fees, and continue to meet the Defined Standard.
10. This Agreement may be terminated at any time by ILCO or you upon written notification; and at any time by ILCO if it believes that you have breached any term of this Agreement.
11. Time is of the essence. This Agreement may be assigned by ILCO at any time without prior notice to you. You shall not assign this Agreement. This Agreement is binding on the parties and their successors, heirs, administrators, and permitted assigns. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed an original. This Agreement is governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of Ontario and the Federal Court of Canada, as applicable. ILCO may alter or modify the terms of this Agreement unilaterally at any time, in its sole discretion, without any notice to you. You consent that any information you provide to ILCO, including without limitation any personal information, may be communicated or transferred by ILCO to any other person without any notice to you. Sections 2, 5, 7, 8, and 11 survive termination of this Agreement. This Agreement is drawn up in English at the request of all parties. *Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.*

IN WITNESS WHEREOF I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

For questions concerning how you may use and display Certification Marks under the Agreement, please contact: The Institute of Law Clerks of Ontario, 20 Adelaide Street East, Suite 502, Toronto, Ontario M5C 2T6, Attention: Membership Coordinator - Phone: 416-214-6252, Fax: 416-214-6255

*APPENDIX "A"*

**DEFINED STANDARD**

To be permitted to use the ILCO CERTIFIED EXPERT Certification Marks, an individual must:

1. be an Associate, Fellow, Ordinary or Extra-provincial member of ILCO in good standing;
2. be performing the duties of a Law Clerk on a full-time basis;
3. have been performing the duties of a Law Clerk on a full-time basis in a specific area of law, or a related area of law, for a period of not less than ten (10) consecutive years;
4. following approval of the certification application, completion of a mandatory ethics course approved by ILCO every five-membership years; and
5. have completed, within the twelve (12)-month period immediately preceding this Application, and prior to renewal each year thereafter, five (5) hours of approved professional continuing legal education.