

# canadian plaintiff-only medical negligence practice group



Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Email: \_\_\_\_\_

I certify that I am a member in good standing of the Trial Lawyers Association of BC and of the Law Society in the province in which I practise.

I certify that, to the extent that I practise law in medical negligence/malpractice cases, I only represent the plaintiff(s) and I do not represent the defendant(s) or an(y) insurance company/(ies).

I further certify that I have familiarized myself with the rules of use as defined in the Canadian Medical Negligence List Server Agreement (see reverse), and I agree to abide by these usage restrictions as a condition to access. I agree not to disseminate any of the information or materials I obtain through the CPMN list to anyone, except for the sole purpose of representing my client(s). I understand that any violations of these rules may result in expulsion from the CPMN list.

In the event that I am ever retained by the defendant(s) or an(y) insurance company(ies) in any medical negligence/malpractice case, then I agree to promptly notify TLABC and withdraw from the Canadian Plaintiff-only Medical Negligence list if required.

I have read the above and agree to all of the terms.

Please connect me to the CPMN list server

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PAYMENT:

Subscription fee: \$75.00

Add 5% GST: 3.75

Total: \$78.75

Cheque (enclosed)  Visa  Mastercard  Amex

Cardholder: \_\_\_\_\_

Card #: \_\_\_\_\_

Expiry: \_\_\_\_\_

Return to: TRIAL LAWYERS ASSOCIATION OF BRITISH COLUMBIA  
Via Post: 1111 - 1100 Melville Street, Vancouver BC V6E 4A6  
Via Scan: tla-info@tlabc.org

Questions? Contact TLABC at 604-682-5343

# Canadian Plaintiff-only Medical Negligence List Server Agreement

1. The Canadian Plaintiff-only Medical Negligence List Server is comprised of subscribers who have been appropriately registered and cleared by their respective Canadian provincial TLAs, in that they have affirmed their eligibility for inclusion in the CPMN and they have affirmed that they have read the rules of use as defined in this List Server Agreement, and agree to abide by these usage restrictions as a condition to access.
  2. The purpose of the CPMN is for registered subscribers to share information with other subscribers only. Any information is proprietary in nature, and can be used only by the registered members of that List Server. Administrators will not register 'general' email addresses monitored by/accessible to anyone who is not appropriately registered for List Server use; subscribers must provide a private email address.
  3. The administrators do not screen user-generated content prior to posting and accept no responsibility for the opinions and information posted to the CPMN List Server.
  4. Every message sent to the CPMN List Server must include information adequate to identify the sender without having to open the message itself. This shall include, at a minimum, the sender's full name and email address. The subject matter of every message should also be accurately reflected in its subject line, allowing recipients to read selectively and to prevent misleading archive searches.
  5. List Server participants agree not to forward, print, copy-and-paste, verbally discuss or otherwise disseminate List Server messages, content and/or attachments with/to those who are not registered for that List Server unless expressly permitted to do so by the person who originates the message or attachment. PLEASE NOTE that the prohibition against unauthorized sharing of information applies to other lawyers, even in the same law firm, although permission is granted in advance for registered List Server subscribers to educate their support staff as needed, for the benefit of their clients, provided support staff are also advised of these strict confidentiality rules. Subscribers may NOT disseminate list content to physicians, employers, insurance companies and their personnel in any claim for benefits, nor insurance company(ies)/personnel in any declaratory action, nor to assist any person in the prosecution of criminal actions, nor to any one else without explicit permission from the originator of the information. If materials from the CPMN List Server are demanded or ordered to be produced during discovery, users are urged to oppose the discovery, and contact their Trial Lawyers Association immediately.
  6. Notwithstanding the above, NO LIST SERVER SHOULD BE REGARDED AS A SECURE SYSTEM AND SHOULD NEVER BE USED FOR ANYTHING CONFIDENTIAL. Email is easily forwarded and in some offices email is accessible to a variety of people despite the registered subscribers' commitment to this List Server Agreement. In addition, if a fellow subscriber receives material which discloses privileged information, strategy or anything else that is helpful to their client's case, they are not required to bring that to the attention of the disclosing party and they must not keep the information from their own client. Where you cannot pose your question without breaching privilege, confidentiality or potentially aiding your opponent, consider requesting private replies, or refrain from utilising the List Server for assistance with that particular issue.
  7. The following material is inappropriate and may not be posted to the CPMN List Server:
    - a. Insubstantial and/or private responses, such as "thanks", "good work", "me too" or "call me". If necessary, they should be sent privately to the person for whom they are intended, and not the List as a whole. The goal is to limit the number of postings on any List Server, and ensure that only questions and answers which are practice-related and of general interest are posted.
    - b. Obscene, offensive, inflammatory, libelous, or derogatory comments, or any language intended to harm someone personally.
    - c. Copyrighted materials posted without permission.
    - d. Advertising, promotion or solicitations for individuals and associations other than the participating Trial Lawyers Associations: use of this service for commercial purposes is not allowed, except to promote TLA products and services; soliciting support, funds or attendance (or similar) for a personal project or initiative is prohibited; promotion of non-TLA services and/or events is not allowed unless prior permission has been obtained. This should not be interpreted to disallow favourable advice concerning third party products or services in response to a specific request for information.
    - e. Messages, attachments and/or links that are not directly related to the practice of law and/or management of a law office. This includes jokes, anecdotes and non-legal opinions unaccompanied by substantial practice-related information in the same posting.
- Please remember that when you click 'reply', you are replying to the list server at large, not to any one person, and that every list subscriber will see your response.
8. You agree to indemnify (including reasonable legal fees incurred), defend and hold any and all participating trial lawyers associations, its officers, employees and agents harmless from all claims and demands made by any third party due or related to (i) any material you transmit, or (ii) your violation of this List Server Agreement.
  9. Any violations of the above rules will be taken seriously. Repercussions may include expulsion from the CPMN List Server and possibly from your TLA membership. List administrators will notify users of their breach of these terms when they learn of and have reasonable evidence or confirmation of a breach.
  10. UNLESS OTHERWISE STATED, VIEWS AND OPINIONS EXPRESSED ON THE CPMN LIST SERVER HAVE NOT BEEN APPROVED BY THE LIST ADMINISTRATORS AND DO NOT NECESSARILY REPRESENT THE POLICY OF ANY OF THE PARTICIPATING TRIAL LAWYERS ASSOCIATIONS. THERE IS NO WARRANTY OR GUARANTEE CONCERNING THE ACCURACY OR RELIABILITY OF THE CONTENT. OR SOURCE OF ANY MATERIAL OR MESSAGES, AND WE SUGGEST YOU DO NOT RELY ON THE STATED IDENTITY, CONTENT OR SOURCE OF SUCH MATERIAL WITHOUT YOUR INDEPENDENT CONFIRMATION.
  11. The CPMN administrators and participating TLAs reserve the right to change the requirements for CPMN List Server participation at any time and to require participants to sign updated forms as a condition of continued participation.