

TRAINEE SOLICITOR CONTRACT - FORM B

Note: Rule 11 (1) of the Trainee Solicitors Rules (Cap.159J) provides that “subject to these rules, a trainee solicitor shall not hold an office or engage in an employment other than the employment under his trainee solicitor contract, and a period during which he has held such other office or engaged in such other employment is not effective employment as a trainee solicitor, unless the Society otherwise directs.”

THIS TRAINEE SOLICITOR CONTRACT is made the

day of

BETWEEN

of

("the Trainee Solicitor")

AND

of

(the "Principal"), who are both employees of the Department of Justice / Legal Advisory and Conveyancing Office of the Lands Department / Land Registry / Companies Registry / Legal Aid Department / Official Receiver's Office / Intellectual Property Department* ("the Department") of the Government of the Hong Kong Special Administrative Region ("the Government").

1. The Trainee Solicitor commenced employment with the Government on the day of and will be employed by the Government from that date for the period of months / years* at a salary of \$ per month /or at a salary which is equivalent to half the amount the Trainee Solicitor should receive in the Trainee Solicitor's substantive office with the Government*.
2. This contract shall not be terminated except by mutual agreement of the parties or by the Law Society of Hong Kong (the "Society") in the exercise of its powers under section 22 of the Legal Practitioners Ordinance.
3. The Trainee Solicitor and the Principal hereby acknowledge that they have considered the operation of Rule 11 of the Trainee Solicitors Rules and are aware of the potential consequences of any breach of the rule.
4. The Trainee Solicitor agrees to:-
 - (1) faithfully and diligently work for the Principal in the profession of a solicitor as a trainee solicitor;
 - (2) deal properly with the money and property of the Principal or the Government or its employees;

- (3) keep the secrets of the Principal or the Government and observe the Security Regulations and the Civil Service Regulations of the Government;
- (4) readily obey and execute the lawful and reasonable instructions of the Principal and not be absent from the employment of the Government without the consent of the Principal and to act with diligence, honesty and propriety; and
- (5) complete and maintain an adequate training record ("the Record") and have it available for inspection by the Principal (or, if appropriate, by the Society) until the Trainee Solicitor has been admitted as a Solicitor of the High Court of the Hong Kong Special Administrative Region. The Record shall belong to the Principal and shall be in such form as the Principal shall reasonably prescribe but shall take the style of a Diary of the work and experience of the Trainee Solicitor or a series of checklists covering the basic legal topics in which the Principal has agreed to give the Trainee Solicitor the opportunity of gaining experience as specified in clause 5(1)(b).
- (6) **(Insert any further clauses required, which must not override or negate the standard clauses)*.*

5. The Principal agrees to:-

- (1) provide the Trainee Solicitor with the opportunity (either in the Department or in another department of the Government under the supervision of an employee of the Government entitled to take trainee solicitors or in the office of a solicitor in private practice entitled to take trainee solicitors) to learn the basic skills and characteristics associated with the practice and profession of a solicitor and in particular to:
 - (a) provide the Trainee Solicitor with the opportunity to learn the principles of professional conduct and to practise a range of basic skills. These are:-
 - (i) communication
 - (ii) practice support
 - (iii) legal research
 - (iv) drafting
 - (v) interviewing
 - (vi) negotiation
 - (vii) advocacy.

- (b) provide the Trainee Solicitor the opportunity to gain reasonable experience in at least three of the following basic legal topics:-
 - (i) Banking
 - (ii) Civil Litigation
 - (iii) Commercial
 - (iv) Company
 - (v) Criminal Litigation
 - (vi) Family
 - (vii) Insolvency
 - (viii) Intellectual Property
 - (ix) International law
 - (x) Property
 - (xi) Trusts, Wills and Probate
- (2) provide, in the form specified in clause 4(5), a Record for the use of the Trainee Solicitor and each calendar month inspect the Record and discuss it with the Trainee Solicitor, or delegate another person to do so;
- (3) decide, in consultation with the Trainee Solicitor, which courses conducted by the Society or other providers of courses accredited by the Society the Trainee Solicitor must attend to accumulate sufficient points to comply with the Continuing Professional Development Rules and the Legal Practitioners (Risk Management Education) Rules;
- (4) allow the Trainee Solicitor paid leave to attend the courses referred to in clause 5(3); and
- (5) pay any fees charged by the Society or accredited providers for the Trainee Solicitor's attendance at the courses referred to in clause 5(3).
- (6) **(Insert any further clauses required, which must not override or negate the standard clauses).*

6. Any difficulty or dispute between the Trainee Solicitor and the Principal concerning the fulfilment of the provisions of this Contract or the conduct of either party in relation to this Contract may be referred by either of them to the Council of the Society for determination and the decision of Council shall be final and binding on both parties.

Registration of this agreement shall not imply any approval by the Law Society of any further clauses added to the Law Society's standard form of Contract.

SIGNED by the Trainee Solicitor)
in the presence of :-)

Solicitor of the High Court of the Hong Kong Special Administrative Region
/Commissioner for Oaths/Justice of Peace

SIGNED by the Principal in the)
presence of :-)

Solicitor of the High Court of the Hong Kong Special Administrative Region
/Commissioner for Oaths/Justice of Peace

Notes:

* Delete if inapplicable.

This contract must be witnessed by a Hong Kong solicitor/Commissioner for Oaths/Justice of Peace

Personal Information Collection Statement

The personal data of the data subject collected in this Contract (“the data”) will be used by the Law Society of Hong Kong (“the Society”) for the following purposes:

- (i) The keeping of traineeship records to show the effective employment of trainee solicitors and related matters;
- (ii) The exercise of the powers of the Society conferred upon it by the Legal Practitioners Ordinance (Chapter 159) and its subsidiary legislation; and
- (iii) The performance of the functions of the Society in accordance with its Memorandum and Articles of Association and the attainment of the objects for which the Society is established.

It is obligatory for you to supply the Society with the data in this Contract except as otherwise indicated. The consequence for you if you fail to supply such data is that you will not have complied with the requirements of the Trainee Solicitors Rules.

The data may be provided to such persons within the Society whose proper business it is to have access to and assist in the management of the traineeship records and related matters. The data may also be provided to other persons who may help the Society in attaining the purposes above mentioned.

Any data that is provided to anyone outside of the Society will be restricted to what is necessary and not excessive to achieve any intended purpose.

You have the right to request access to and correction of the data. Any such request should be addressed to the Secretary General, the Law Society of Hong Kong, 3/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

The Privacy Policy Statement of the Society is available on its website at **www.hklawsoc.org.hk**.