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| UNDERTAKING OF COUNSEL | | | | | | | | | | | | | |  | | | | | | |
| (Digital Audio Recording – CD) | | | | | | | | | | | Court File Number: | | | |  | | | | | |
|  | | | | | | | | | | | Style of Cause: | | | |  | | | | | |
| In the Supreme Court of Yukon | | | | | | | | | | | Court Location: | | | |  | | | | | |
| In the Territorial Court of Yukon | | | | | | | | | | | Date: | | | |  | | | | | |
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| 1. I, | |  | | | | | | | | | | a registered member of the Law Society, acknowledge | | | | | | | | |
| that the DARS CD for the above proceedings heard on | | | | | | | |  | | | | | | | | | , in courtroom | | | |
| # |  | | | before |  | | | | | | | | | | | is being provided to me solely for | | | | |
| the purpose of, (describe the specific activity that release of the CD is intended to facilitate – e.g. “to review the evidence of the witness in the case of R. v X; or in order to prepare the claimant’s case in the proceeding Y. v Z.” etc.) | | | | | | | | | | | | | | | | | | | | |
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| and that any other use of the CD is prohibited. | | | | | | | | | | | | | |  | | | | | | |
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| 2. I undertake that I will not:   1. copy the CD; 2. store its digital contents or transfer those contents to any other device; 3. upload the CD or any of its content to the Internet or otherwise make the CD or any of its content available through any medium; 4. distribute, broadcast or transmit the CD or any of its content in any way; 5. use the CD for the preparation of unofficial transcripts of the proceedings; 6. allow any of the these things to be done by anyone else. | | | | | | | | | | | | | | | | | | | | |
| 3. I undertake that the CD will not be accessed by anyone except those individuals enumerated below in (a) or (b), and further, that where such individuals are accessing the CD, it will be under my personal direction and control:   1. other lawyers, articled students or administrative staff members within my law firm who are assisting me in this matter; or | | | | | | | | | | | | | | | | | | | | |
| b) | | |  | | | | an expert witness or, | | | | | |  | | | | | , |  | |
|  | | | Name | | | |  | | | | | | Name | | | | |  | | |
|  | | | a lawyer from outside my law firm whom I have retained to assist me in this matter. | | | | | | | | | | | | | | | | | |
| 4. If it is not feasible for the expert witness or counsel described in paragraph 3(b) to review the CD while it is under my personal direction and control, I acknowledge that I must apply to the court for an order allowing such individuals to receive the CD directly. I understand that in that event, the expert or outside counsel must appear before the court and will be made subject to the same conditions to which I am subject in this undertaking. | | | | | | | | | | | | | | | | | | | | |
| 5. I acknowledge that I may allow my client to listen to the CD in my presence but I undertake that I will not provide my client with the CD or a copy of the CD. | | | | | | | | | | | | | | | | | | | | |
| 6. When the CD is not being used, I undertake that I will keep it in a secure place where it cannot be accessed by persons other than those who are authorized pursuant to the terms of this undertaking. | | | | | | | | | | | | | | | | | | | | |
| 7. I undertake to destroy the DARS CD and render it inoperable on or before the earliest of the following:   1. date on which the purpose for which the CD was provided to me as described in paragraph 1 has concluded; or | | | | | | | | | | | | | | | | | | | | |
|  | | | (insert here either the last currently scheduled court or chambers date for the proceeding, or an earlier specified date) | | | | | | | | | | | | | | | | |  |
| 1. If I require the CD beyond the date specified, I acknowledge that I must provide a new undertaking to the issuing registry before expiry of the date here specified. | | | | | | | | | | | | | | | | | | | | |
| Business Address: | | | | | | | | | | Signature: | | | | | | | | | | |
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| ENGAGEMENT DE L’AVOCAT | | | | | | | | | | | | | | | |  | | | | | |
| (Enregistrement audionumérique – CD) | | | | | | | | | | | | Dossier de la Cour : | | | | |  | | | | |
|  | | | | | | | | | | | | Intitulé : | | | | |  | | | | |
| Cour suprême du Yukon | | | | | | | | | | | | Lieu : | | | | |  | | | | |
| Cour territoriale du Yukon | | | | | | | | | | | | Date : | | | | |  | | | | |
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| 1. Moi, | | |  | | | | | | | | | | | | , membre inscrit du Barreau, je reconnais | | | | | | |
| que l’enregistrement audionumérique – CD de l’instance en rubrique tenue le | | | | | | | | | | | | | |  | | | | | | | |
| dans la salle d’audience no | | | | |  | | devant | |  | | | | | | | | | m’est | | | |
| remis aux seules fins de (décrire l’activité précise qu’est censé faciliter la remise du CD – par ex. « aux fins d’examen du témoignage dans l’affaire *R. c. X*; afin de constituer le dossier du plaignant dans l’affaire *Y.c. Z*. ») | | | | | | | | | | | | | | | | | | | | | |
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| et que tout autre usage du CD est interdit. | | | | | | | | | | | | | | | |  | | | | | |
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| 2. Je m’engage à ne pas :   1. reproduire le CD; 2. emmagasiner le contenu numérique du CD sur tout autre dispositif ou transférer ce contenu vers tout autre dispositif; 3. télécharger le CD ou toute partie de son contenu vers l’internet ou rendre disponible le CD ou toute partie de son contenu de toute autre façon, au moyen de tout support; 4. distribuer, diffuser ou transmettre le CD ou toute partie de son contenu de quelque façon que ce soit; 5. utiliser le CD pour la préparation de transcriptions non officielles de l’instance; 6. permettre que soit accomplie par quiconque l’une ou l’autre des actions susmentionnées. | | | | | | | | | | | | | | | | | | | | | |
| 3. Je m’engage à ce que seules les personnes énumérées aux alinéas a) et b) ci-après aient accès au CD et, de plus, qu’un tel accès se fasse sous mon autorité et ma supervision :   1. d’autres avocats, stagiaires en droit ou membres du personnel administratif de mon cabinet qui m’assistent dans le dossier; | | | | | | | | | | | | | | | | | | | | | |
| b) | |  | | | | | | , témoin expert, ou | | | | |  | | | | | | , |  | |
|  | | Nom | | | | | |  | | | | | Nom | | | | | |  | | |
|  | | avocat externe dont j’ai retenu les services pour m’assister dans le dossier en cause. | | | | | | | | | | | | | | | | | | | |
| 4. Si le témoin expert ou l’avocat visé à l’alinéa 3b) peut difficilement examiner le CD lorsqu’il est sous mon autorité et ma supervision, je reconnais que je devrai présenter au tribunal une demande d’ordonnance afin de permettre à ces personnes de recevoir le CD directement. Dans ce cas, je comprends que l’expert ou l’avocat externe doit se présenter devant le tribunal et qu’il sera assujetti aux conditions auxquelles je suis tenu en vertu du présent engagement. | | | | | | | | | | | | | | | | | | | | | |
| 5. Je reconnais que je peux permettre à mon client d’écouter le CD en ma présence mais je m’engage à ne pas remettre à mon client le CD original ni une copie de celui-ci. | | | | | | | | | | | | | | | | | | | | | |
| 6. Lorsque le CD n’est pas en usage, je m’engage à le conserver dans un endroit sûr, hors d’accès de tous, à l’exception des personnes autorisées conformément aux conditions du présent engagement. | | | | | | | | | | | | | | | | | | | | | |
| 7. Je m’engage à détruire l’enregistrement audionumérique – CD et à le rendre non apte au fonctionnement au plus tard à l’une des dates suivantes, en retenant la plus rapprochée :   1. la date à laquelle se sont réalisées les fins, décrites au paragraphe 1, auxquelles le CD m’a été remis; | | | | | | | | | | | | | | | | | | | | | |
|  | | (indiquer la date d’audience ou date d’audience en cabinet prévue, ou toute autre date antérieure déterminée) | | | | | | | | | | | | | | | | | | |  |
| 1. Si j’ai besoin du CD après la date précisée, je reconnais que je dois remettre un nouvel engagement au greffe émetteur avant l’expiration de la date précisée ici. | | | | | | | | | | | | | | | | | | | | | |
| Adresse professionnelle : | | | | | | | | | | | Signature : | | | | | | | | | | |
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|  |  | | | | | | | | |  | Nom en caractères d’imprimerie : | | | | | | | | | | |
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| Numéro de téléphone : | | | | | | | | | | | Date : | | | | | | | | | | |