

Information Technology

INFORMATION TECHNOLOGY AND ELECTRONIC COMMERCE SECTION
SECTION DES TECHNOLOGIES DE L'INFORMATION ET DU COMMERCE ÉLECTRONIQUE

The Taxation of Electronic Commerce

A Canadian Perspective

*Dov B. Begun**

Introduction

The principle of tax neutrality stands for the proposition that tax should not serve either as an incentive or a disincentive in determining the manner in which business is conducted. This principle respects the idea that e-commerce income should be taxed in the same manner as its conventional commercial equivalent and was one of the first principles enunciated in the report entitled “Taxation Framework Conditions for Electronic Commerce”, which was presented at the Organization for Economic Cooperation and Development (“OECD”) Ministerial Conference in Ottawa in October 1998.

While the business importance of e-commerce has been amply demonstrated and discussed, the tax implications of e-commerce remain the subject of some uncertainty and as a result, tax liabilities have, in some cases, been unnecessarily created or unintentionally ignored. The characterization of income is a critical element in quantifying tax payable and ensuring compliance with the tax laws of Canada and other countries.

Part I Tax

Canada’s income tax regime is set out in the *Income Tax Act* (Canada) (the “Act”)¹. Part I of the Act applies to every person who is resident in Canada at any time during the year. Canadian residents are taxable under Part I on their

income from worldwide sources and not merely from income earned in Canada. Non-residents are only taxable under Part I if they are employed in Canada, carry on business in Canada or dispose of “taxable Canadian property”. Where Canada is the geographic source of the employment income or business income, then the income arising from these activities is subject to Part I tax irrespective of whether the person in question is resident in Canada. Thus, the income of both residents and non-residents may be taxed under Part I.

Part XIII Tax

While employment and business income earned in Canada by non-residents are both taxable under Part I of the Act, the various forms of investment-type income earned in Canada by non-residents are dealt with under Part XIII of the Act and are subject to a tax of 25% on their gross amount.²

The relevance of Part XIII tax in an e-commerce setting becomes immediately apparent when the types of payments that are subject to Part XIII tax are considered. “Rents, royalties and similar payments” are among the various passive payments, which are subject to Part XIII withholding tax. Many e-commerce type payments made to non-residents could be considered license fees akin to royalties, and therefore, could be subject to Part XIII tax.

Volume 3, No. 1
December / décembre
2001

In this Issue:

The Taxation of Electronic
Commerce

The Use of Electronic
Signatures in Electronic
Commerce Transactions and
Thoughts on the UNCITRAL
Model Law in Relation to
Electronic Signatures

BZZ Words —
Base-Shifting

Latest Trends in Information
Technology and
E-Commerce



Forms of Income

Since not all income is taxed in the same manner, it is the form that income takes which often affects the manner in which it is taxed. While this principle is equally applicable in the e-commerce setting and the “bricks and mortar” setting, a key reason why e-commerce has caused such concern to the tax authorities is that it can transform what would typically be considered business income when earned through “bricks and mortar” activities into passive income. The tax implications of this transformation can be profound. Activities of a non-resident which result in business income may be taxable in Canada under Part I of the Act where the non-resident is “carrying on business in Canada”, or, where resident in a jurisdiction having a tax treaty with Canada, the non-resident is “carrying on business in Canada through a permanent establishment”. Conversely, activities which may result in the payment to a non-resident of license fees or royalties could subject the non-resident to Canadian taxation under Part XIII of the Act, irrespective of whether the non-resident is carrying on business in Canada or had a permanent establishment in Canada, as these concepts are only relevant for the purposes of determining Part I tax liability and are not relevant for Part XIII purposes.

Computational Impact

Not only do Part I and Part XIII of the Act differ with respect to the types and objects of taxation, they also differ in their computational consequences. In addition to the rate differential between Part I tax and Part XIII tax, *net* income forms the basis for assessment for Part I tax whereas Part XIII tax is levied on the *gross* amount of the payment without any deductions.

Part XIII tax is a “withholding tax” which therefore imposes an obligation upon the Canadian resident payor to withhold and remit the appropriate amount to the Canadian taxing authorities on behalf of the non-resident recipient. A failure to withhold and remit can expose the Canadian payor to an assessment for the amount that should have been withheld, plus interest and penalties. These interests and penalties are generally not deductible.

The OECD and Income Characterization

The OECD has assumed a leading international role in co-ordinating the work on taxation and e-commerce, in partnership with the European Union, the World Trade Organization, the World Customs Organization, and numerous regional organizations. In 1998, the OECD created five Technical Advisory Groups (“TAGs”) to co-ordinate and advance the work on taxation and e-commerce in the areas of technology, professional data assessment, consumption taxes, business profits and income characterization. The Income Characterization TAG held its first meeting in September 1999, and published two draft reports, the most recent of which was published on September 1, 2000 (the “Draft Report”). The final report of the Income Characterization TAG, entitled “Tax Treaty Characterization Issues arising from E-Commerce” (the “Final Report”), was published on February 1, 2001. Since Canada has pledged to observe the OECD’s guidelines with respect to the taxation of e-commerce,³ the Final Report of the Income Characterization TAG should be directly relevant to how Canada will tax e-commerce transactions domestically and in the context of its tax treaties.

The primary focus of the Income Characterization TAG was to consider the characterization of payments arising in e-commerce transactions for tax treaty purposes; in particular, whether income derived from such activities should be characterized as “business profits” or “royalties”. Where payments flow between two countries, which have signed tax treaties, the distinction is important as “business profits”, are generally only taxable in a country if associated with a permanent establishment in that country. Royalties, however, are generally only taxed in the country in which they arise irrespective of the existence of a permanent establishment.

A primary source of concern in the e-commerce business environment is those transactions involving copyrighted intellectual property as payments for the use of such property are often perceived to be royalty payments. The downloading by a consumer of computer software (such as a game or a word processing package) for storage on the user’s hard drive, fundamentally grants the user merely the right to operate the software and generally does not grant the user any rights to acquire the copyright, in spite of the fact that copyright is incidentally involved in the

transaction. Thus, according to the Final Report, income received on account of such transactions should be considered business income, as opposed to royalty income. However, where the user is also granted the right to commercially exploit the software, the Final Report notes that the payments would be considered a royalty as the substantive element of the transaction becomes the acquisition of the copyright for commercial purposes. The views expressed in the Final Report with respect to payments for software have equal application to transactions involving other digitized media.

The Income Characterization TAG also focussed on the distinction between payments for know-how and payments for the provision of services. The Income Characterization TAG noted that a contract for “know-how” involves one party imparting to the other special knowledge and expertise, which remains, unrevealed to the public. The provision of know-how must be distinguished from the “provision of services in which one of the parties undertakes to use the customary skills of his calling to execute work himself for the other party”. The TAG cited with approval criteria developed by the Australian Tax Office which stated that under a contract for supply of know-how, a “product” (i.e. knowledge, information, technique, skills, etc) which has already been created or developed or is already in existence, is transferred (or supplied) for use by the “buyer”. By contrast, in a contract involving the performance of services, the contractor undertakes to perform services which will result in the creation, development or the bringing into existence of a product and in the course of such development, the contractor would apply existing knowledge, skills and expertise. No transfer (supply) of know-how from the contractor to the buyer occurs.

Examples given which are to be considered as the provision of services are as follows:

- payments obtained as consideration for after-sales service;
- payments for pure technical assistance;
- payments for advice provided electronically; for electronic communications with technicians, or for accessing, through computer networks, a trouble-shooting database.

Where a service provider is being compensated for more than one type of commercial activity, such as providing both services and the right to use copyrighted property, the TAG was of the view that the character of the predominant element of the payment should govern. Where the *predominant* nature of the transaction is one involving services, then ancillary transfers of property that are *incidental* and largely unimportant to the transaction will not alter the characterization of the income received on account of services in respect of the transaction. This pragmatic position adopted in the Final Report means that mixed payments will not need to be “unbundled” if they predominantly consist of one form of income. The members of the TAG took note that where a transaction is regarded as a single transaction from a commercial perspective, any obligation to break down the payments into their disparate elements would impose “unreasonable compliance burdens” on the taxpayers. This would be especially relevant in respect of consumer transactions where the dollar amounts involved are relatively small.

Conclusion

Conducting business electronically can hold many traps for the uninformed participant. The recognition by the Income Characterization TAG that any requirements to deconstruct bundled payments in certain circumstances could cause significant hardship should serve to minimize adverse results from issues of mistaken characterization. While the recommendations presented by the Income Characterization TAG are a step in the right direction, until the implications of the Final Report are studied and incorporated by Canada into its tax treaties, the characterization of income in the e-commerce context will continue to remain both relevant and challenging from an income tax perspective.

* *Dov B. Begun, Osler, Hoskin & Harcourt LLP*

¹ R.S.C. 1985, c. 1, (5th Supp.), as amended.

² Many of the tax treaties to which Canada is a signatory reduce the 25% tax rate to 15% or 10%.

³ See “Response by the Honourable John Manley to the General Recommendation in the April 30, 1998 Report of the Minister’s Advisory Committee on Electronic Commerce”, at paragraph 6.1.6.

The Use of Electronic Signatures in Electronic Commerce Transactions and Thoughts on the UNCITRAL Model Law in Relation to Electronic Signatures

David A. Tait and Marko R. Zoretic*

Electronic commerce requires the trust and confidence of the parties to electronic commerce transactions with relation to the issues of security, validity, privacy, safety, and reliability in such transactions. Required as well is a method for parties to indicate their consent to the obligations created in an electronic commerce transaction. Traditionally a personal signature has legal effect, however, this is not always convenient in electronic commerce. An electronic signature, which is not the image of a person's handwritten signature, has been proposed as the method preferred for legal effect and convenience in electronic commerce transactions.

Governments and organizations around the world are moving towards removing barriers and to setting standards with regard to the use of electronic signatures.

In Canada, this initiative is illustrated by the *Personal Information Protection and Electronic Documents Act*¹. As stated in the legislation's preamble, it is an:

Act to support and promote electronic commerce by protecting personal information that is collected, used or disclosed in certain circumstances, by providing for the use of electronic means to communicate or record information or transactions and by amending the *Canada Evidence Act*, the *Statutory Instruments Act* and the *Statute Revision Act*.

Part 2 of the Act deals explicitly with electronic documents and electronic signatures and has been in force since May 1, 2000. The purpose of this part is to provide for electronic means as an alternative to paper-based records, communications and transactions wherever required under federal law. In Ontario, the *Electronic Commerce Act, 2000*² gives legal effect to any document signed by electronic signature.

The United States has enacted the *Electronic Signatures in Global and National Commerce Act* to promote the

use of electronic records and signatures between states as well as in international commercial transactions, by legalizing contracts entered into electronically.

The European Commission has passed an electronic signature Directive providing a legal framework guaranteeing EU-wide recognition of electronic signatures. The result of this directive has been the establishment of the European Electronic Signature Standardization Initiative (EESSI)³, which brings together industry and public authorities, experts and other market players to identify the needs for standardization activities and encourage internationally accepted solutions.

As electronic commerce encompasses a global market place, there have been efforts to harmonize and remove barriers that arise due to individual countries enacting different legislation. Spearheading this effort is UNCITRAL: the United Nations Commission on International Trade Law. On July 5, 2001 at the 34th Commission Session the text of the UNCITRAL Model Law on Electronic Signatures⁴ was adopted. The aim of the Model is to provide governments with a template of rules removing legal obstacles and to create a more secure legal environment for electronic commerce transactions that are internationally acceptable.

The Electronic Signature

The Model Law deals with the substitution of a personal signature with an "electronic signature" on a "data message" whenever a personal signature is required by law. A data message is information stored, received, etc. by electronic, optical or other similar means. Substitution of a personal signature with an electronic signature is deemed to be valid in law if the electronic signature is reliable. The standard of reliability is to be commensurate with the purpose for which the data message was generated or communicated. In order for an electronic signature to be considered

reliable it must, among other things, be linked to the signatory only, under the control of the signatory only and if an alteration is subsequently made, it must be detectable. It should be noted that the Model Law expressly permits the parties to the data message to establish their own manner in which reliability is to be satisfied. In addition, Article 7 of the Model Law makes it possible for the establishment of private or government-controlled entities for the purpose of determining whether an electronic signature is in fact reliable.

It is submitted that in creating a requirement for reliability without explicitly enumerating the standard to be met, the possibility exists for judicial decisions in different Nations to undermine the concept of an international standardization of electronic commerce transactions. Additionally, as stated by Daniel Greenwood, Esq. in his 1997 article entitled "Electronic Signatures and Records":

The role of attorneys in assessing the adequacy of a digital signature, particularly in a jurisdiction without detailed digital signature legislation, will involve a special evaluation and recommendation process. More so than most other fields of legal practice, information technology issues will form the basis of unfamiliar, dynamic and complex facts and circumstances for most lawyers.

The Onus Placed on a Signatory

A signatory must take reasonable care to avoid unauthorized use of its signature creation data. Moreover, should the signatory know, or have knowledge to the effect that there is a substantial risk that the signature creation data has been compromised; it must take steps to notify any person who might reasonably be expected to rely on the electronic signature of the signatory. In addition, if a certificate is used to support the reliability of the electronic signature, the signatory must ensure the accuracy and completeness of all material representations relevant to the certificate. Failure to satisfy any of these requirements makes liable the signatory to all legal consequences arising therefrom.

Indeed, the requirement for diligence on the part of the signatory to ensure the sanctity of its electronic signature will help to foster confidence in electronic

commerce transaction both on a local and international scale.

The Onus Placed on a Relying Party

A party relying on an electronic signature must take reasonable steps to verify the reliability of the electronic signature. Moreover, if a verification certificate is used to support an electronic signature, the relying party must reasonably verify the certificate's validity, etc. The failure to satisfy any of these requirements makes liable the relying party to all legal consequences arising therefrom.

It is likely that placing the burden on a relying party to ensure the reliability of an electronic signature may provide temporal hindrances on electronic commerce transactions as time is always of essence.

Certification Service Providers

The model law sets out in detail many requirements of a certification service provider. Among other things, a certification service provider must ensure that it has a timely revocation service and provide reasonable access to information for a relying party. It must also utilize trustworthy systems, procedures and human resources in performing its services. This trustworthiness is to be assessed by having regard to, among other things, the certification service provider's financial and human resources, including the existence of assets, the quality of its hardware and software and the existence of a regular and in-depth audit by an independent body. A failure to satisfy any of these requirements makes liable the certification service provider to all legal consequences arising therefrom. The model law also states that a certificate issued from a certification service provider outside the enacting state is to have the same legal effect as though it were issued from within the state, so long as there is a comparable standard of reliability. The same also applies to a foreign generated electronic signature.

Future Directions

At the 34th Session, the Commission decided that future steps were to be taken in drafting an international

instrument that addresses certain electronic contracting issues. In addition, a survey is to be conducted respecting the possible legal barriers to electronic commerce in international instruments, study is to be conducted with regard to the electronic transfer of rights and methods for publicizing such transfers and any security interests in the underlying rights, as well, study of electronic arbitration is to be made.

It is suggested that along with the inception of the international publication of rights transfers and security interests, an international standard with respect to reliability of electronic signatures be established.

** David A. Tait is a third year student at the University of Western Ontario, Faculty of Law. Marko R. Zoretic is a third year student at Osgoode Hall Law School.*

¹ S.C. 2000, c.5.

² S.O. 2000, c.17.

³ Visit the EESSI's home page for more details: <http://www.ict.etsi.org/eessi/EESSI-homepage.htm>

⁴ Available at: www.uncitral.org

BZZ Words – Base-Shifting

Minimizing US and Canadian Taxes Through “Base-Shifting”

*Henry Juroviesky**

“Base-Shifting” is a process to assist an emerging e-Commerce company in structuring its operations in a US and Canadian tax-efficient manner. In the context of a Canadian-owned US company (or a US-owned Canadian company), the base-shifting process addresses a company’s ability to potentially shift substantial revenues and profits to a low or no tax jurisdiction and the appropriate means of establishing ownership of valuable intellectual property in the offshore entity.

Who May Benefit Most:

- e-Commerce retailers
- Web-based service providers
- Software developers selling via the internet
- Media/Content providers

The primary objectives of base-shifting are:

- To implement a structure that is designed to maximize the potential future US and Canadian tax benefits of an international e-business,
- To provide flexibility to accommodate structural and operational expansion, and
- To facilitate US and Canadian exit strategies.

Generally, base-shifting is accomplished by segregating activities between foreign and US operations so that:

1. Valuable intangible property is owned outside the US and Canada.
2. An operating strategy is developed over time so that substantial revenue/net income falls outside the US and Canadian tax systems.
3. US and Canadian taxable activities are limited to low risk functions where a cost plus return is supportable and manageable.

The core impact of base-shifting is to potentially reduce a company’s worldwide effective tax rate, thereby increasing its earnings per share. The process focuses on reducing worldwide tax by deferring or perma-

nently avoiding US and Canadian taxes, limiting foreign income taxes, and/or avoiding indirect taxes.

These benefits can give an e-Commerce company a competitive edge over its market peers. Moreover, since the process is designed to enhance corporate and shareholder value, it may position the company as a more attractive candidate for a future acquisition, merger, or IPO.

** Henry Juroviesky (a member of the Bar of Maryland and certified as a CPA in Maryland) a Senior Manager in KPMG’s US Corporate Tax Group whose practice focuses on cross-border and international US taxation.*

Latest Trends in Information Technology and E-Commerce

On Thursday January 24, 2002 as part of the Ontario Bar Association's Annual Institute, the Information Technology and E-Commerce Section of the OBA will be presenting a program "Latest Trends in Information Technology and E-Commerce". Information Technology and Internet related issues are critical for many businesses. Some experts predict that within five years, 10% of all business spending and 50% of capital expenditure will relate to information technology. In this informative session, leading practitioners will discuss emerging issues and new legislation relating to computers, software, e-commerce and network systems. They will offer practical advice on advising clients in this area and for negotiating and drafting common agreements. Precedent materials and checklists will be provided.

The program kicks off with a presentation by Gartner Group, the world's largest IT research organization. They will discuss the latest trends in wireless, software and application service providers. They will offer their insights into where information technology spending will occur and also provide some ideas about the concerns of chief information officers and of purchasing managers.

Anik Morrow of Mann & Gahtan will talk about recent developments in privacy and data security. This will include some overview of recent developments in federal and provincial legislation and how federal and provincial statutes are being interpreted. Anik will offer practical tips on ensuring that your clients comply with privacy obligations as well as giving some ideas about how to sell and market customer data.

Alan Gahtan, also of Mann & Gahtan, will talk about business to business exchanges and marketplaces. These exchanges and marketplaces are becoming one of the hottest areas on the internet for trade and commerce. Alan will discuss the structure of B2B exchange and internet marketplace deals. Alan will also examine competition law provisions in Canada and the U.S. that you need to be aware of if your client is entering into or considering entering into one of these types of arrangements. Alan will also consider key provisions and issues to consider in these types of transactions.

Next, Brad Limpert of Gowlings will talk about outsourcing and development agreements. He will discuss major problems that occur in most outsourcing and development agreements. Service level agreements are often the most important aspect of an outsourcing agreement. Brad will examine the important aspects of service level agreements and how to craft effective service level agreements. A common dispute in many development agreements is a tug of war over the ownership of content and data. Brad will give practical ideas about how to resolve this conflict. Finally, Brad will talk about recent developments in licensing such as open source licenses and subscription models for the acquisition of software.

Wendy Gross of Torys will discuss internet jurisdiction and on-line contracting. She will discuss the latest legislative developments which affect whether or not parties have really formed a contract on-line. As well, she will consider issues surrounding choice of law and venue and help you to answer what law applies to your clients' contract. Finally, she will discuss in what jurisdictions your on-line activity might be attracting liability.

Gabe Takach of Torys will discuss the impact of bankruptcy on licensing. This is a key area that is often overlooked in license arrangements. There are significant differences between Canadian and U.S. practices in this area and Gabe will discuss both Canadian and U.S. practice. Finally, Gabe will offer tips on making your licenses and escrow agreements bankruptcy proof.

The internet provides innovative new ways to market and advertise services. Eric Gross of Gowlings will discuss how to avoid criminal and civil liability if your clients are conducting on-line advertising and holding on-line contests. He will discuss special considerations for marketing to children. On-line gambling and gaming are one of the hottest area of growth in the internet and Eric will present some of the latest developments in liability relating to these businesses. Finally, Eric will examine the recent trend of advermovies and discuss the impact that these have on advertising law.

Our last presenter will be Diane Cornish of Oslers. She will discuss some of the new top level domains and will also review new approaches to resolving disputes involving domain names. Finally, Diane will discuss the overlap between some of the emerging law relating to domain names and established law in relation to trademarks.

This program promises to be a unique opportunity to hear from leading practitioners on an exciting and innovative area of law. More information is available on the OBA website at www.oba.org.

For Sale

Audio Tapes

War on Money - Capital and the Information Technology Market

June 4, 2001

Speaker: Loudon Owen

Audio tape code S-00-745

Price: \$20 + GST + PST

Business Methods and Software Patent Update

May 17, 2001

Speakers: Timothy Sinnott and Chris Van Barr

Audio tape code S-00-744

Price: \$20 + GST + PST

Hackers on the Outside, Employees on the Inside: How to Catch a Thief - Corporate Vulnerabilities and Liabilities

April 4, 2001

Speakers: Chris Newhouse, Tom Warren, Garry Robertson and John Lewis

Audio tape code S-00-743

Price \$20 + GST + PST

Year 2000/01 Computer, E-Commerce and Internet Law Update

March 27, 2001

Speaker: Barry B. Sookman

Audio tape code S-00-742

Price: \$20 + GST + PST

Are You Ready for .Biz? New Domain Names & Changing Rules

January 11, 2001

Speaker: Jonathan Cohen

Audio tape code S-00-741

Price: \$20 + GST + PST

B2B Marketplaces & Competition Policy: Market Forces or State Intervention? Canadian & US Perspectives

October 23, 2000

Speakers: Lawson A. W. Hunter, Gwilym Allen and Robert S. Schlossberg

Audio tape code S-00-740

Price: \$20 + GST + PST

To order please complete and return the order form included in this mailing to the Ontario Bar Association along with your payment. For further information, please contact the Publications Department or visit our web site: www.oba.org

GST Registration #R100760495.

The articles, which appear in this publication, represent the opinions of the authors. They do not represent or embody any official position of, or statement by the OBA except where this may be specifically indicated; nor do they attempt to set forth definitive practice standards or to provide legal advice. Precedents and other material contained herein are intended to be used thoughtfully; as nothing in the work relieves readers of their responsibility to consider it in the light of their own professional skill and judgment.

Section Executive 2001 - 2002

Chair: **Katharine M. Tapscott**
Maptuit Corporation (416) 367-7303
kmt@maptuit.com

Past Chair: **Alan Gahtan**
Mann & Gahtan LLP/Brown Raysman
Millstein Felder & Steiner LLP
(416) 657-4470
agahtan@manngahtan.com

Vice Chair: **Amalia M. Trister**
Bereskin & Parr (416) 957-1622
atrister@bereskinparr.com

Secretary: **Bernice M. Karn**
Cassels Brock & Blackwell LLP
(416) 869-5721
bkarn@casselsbrock.com

Newsletter Editor: **Steven L. Nemetz**
Blaney McMurtry LLP (416) 593-3958
snemetz@blaney.com

AGR Liaison: **Gabor Takach**
Torys (416) 865-7350
gtakach@torys.com

Member at Large:
Denis Ari Chamberland
Accenture (416) 641-5351
denis.a.chamberland@accenture.com

Member at Large: **Dougal W. Clark**
Bank of Montreal (416) 867-4076
dougal.clark@bmo.com

Member at Large: **Nicholas J. Dasios**
Bitz Szemenyei Ferguson & MacKenzie
(519) 433-8155 ext. 318
ndasios@bsfmlaw.com

Member at Large: **Michael Erdle**
Deeth Williams Wall LLP (416) 941-9201
merdle@dww.com

Member at Large: **Trevor Alan S. Fencott**
Goodmans LLP (416) 597-5160
tfencott@goodmans.ca

Member at Large: **Adam Kardash**
Heenan Blaikie (416) 360-3559
akardash@heenan.ca

Member at Large: **Lisa R. Lifshitz**
Gowling Lafleur Henderson LLP
(416) 369-4632
lisa.lifshitz@gowlings.com

Member at Large: **Brad Limpert**
Gowling Lafleur Henderson LLP
(416) 862-4447
bradley.limpert@gowlings.com

Member at Large: **Jay N. Rosenblatt**
Simpson Wigle LLP
(905) 528-8411 ext. 301
rosenblattj@simpsonwigle.com

Member at Large: **Jill C. Schatz**
Cybersurf Corp. (416) 916-2001 x228
jill.schatz@cybersurf.net

Member at Large: **Zarah E. Walpole**
The General Counsel Group
(705) 446-2393
zwalpole@generalcounsel.ca

Regional Program Coordinator:
Jane E. Clark
Gowling Lafleur Henderson LLP
(613) 786-0187
jane.clark@gowlings.com

Regional Program Coordinator:
Vishva Vijay Ramlall
Department of Foreign Affairs & International Trade (613) 922-7260
vishva.ramlall@dfait-maeci.gc.ca

Editor:

Steven L. Nemetz

Copy Editor:

Vickie Rose

Graphic Design:

Xerox Global Document
Services

Ontario Bar Association
Association du Barreau
de l'Ontario

300-20 rue Toronto St.
Toronto, Ontario
TDX Box 104
M5C 2B8

Phone | Tél.
1-800-668-8900
(416) 869-1047

Fax | Téléc.
(416) 869-1390

Internet
www.oba.org

A Branch of the Canadian
Bar Association

Une division de l'Association
du Barreau canadien