

VINCENT DAGENAI'S GIBSON LLP/s.r.l.

AVOCATS, NOTAIRES & AGENTS DE MARQUES DE COMMERCE À VOTRE SERVICE DEPUIS 1897
BARRISTERS, SOLICITORS & TRADE MARK AGENTS SERVING YOU SINCE 1897

CHARLES M. GIBSON
RUSSELL G. GIBSON
IAN HOULE
TIMOTHY P. KENNEDY
JULIE GRAVELLE
SOPHIE C. REITANO
*Ontario-Quebec

RONALD R. DAGENAI'S
LOUIS VINCENT
COUNSEL / CONSEIL

*PIERRE J. DAGENAI'S
THOMAS F. WALLIS
FRANÇOIS LANDRY
TINA I. ROLLIN
ALBERTOS POLIZOGOPoulos
JÉRÉMIE FOURNIER

Albertos Polizogopoulos

Direct Line: (613) 241-2701 Ext : 243

Email: albertos@vdg.ca

November 29, 2010

By Email: ryan_flannagan@carleton.ca

Carleton University
Attention: Ryan Flannagan – Director, Student Affairs
1125 Colonel By Drive
430 Tory Building
Ottawa, Ontario K1S 5B6

Dear Mr. Flannagan,

**RE: Carleton Lifeline
Our Client: Carleton Lifeline
Our File: 3410033**

I act for Carleton Lifeline.

I have been provided with a copy of your email to Ruth Lobo dated November 18, 2010 in which you attach a proposed agreement between Carleton University and Carleton Lifeline. Before discussing the contents of the proposed agreement, I want to comment on your covering email.

In the email, you suggest that Carleton University wishes to ensure that Carleton Lifeline has the opportunity to express its views but ensure that other campus members have a choice to either witness the expression or not. What you suggest is the complete opposite of freedom of expression. Freedom of expression is the freedom to express one's ideas or beliefs regardless of what they are, so long as they do not fall into the categories of prohibited speech. Because Canada is committed to freedom of expression, all individuals are at some point faced with an idea, a speech, a photograph or a display that they do not agree with and which may even offend them. To suggest that Carleton Lifeline only express their views in a "Free Speech Zone" is the equivalent to having billboards on the highway warning drivers of upcoming billboards.

In your email, you referenced Carleton Lifeline's "Choice Chain" and describe it as "impromptu" and "without notice". You go on to state that Carleton University objects to such displays and demonstrations held without notice and in an open space where other members of the community may view the display through inadvertence and not choice. Although you claim that "Choice Chain" was prohibited as it was held without notice and in an open area, you fail to reference which Carleton University policy

Carleton Lifeline violated in conducting "Choice Chain". In fact, I am advised that there is no policy which requires students to book standing space on campus. I also note that when Carleton Lifeline conducted "Choice Chain", that although you were asked on a number of occasions which policy Carleton Lifeline was violating, you were unable to answer. Carleton University's *Booking Space on Campus Policy* governs how students book space to set up exhibits or displays. Because "Choice Chain" involved students standing with signs, Carleton Lifeline takes the position that they are not required, pursuant to the *Booking Space on Campus Policy* or any of Carleton University's policies, to book space on campus to simply stand in an area with signs.

I am told that on the day Carleton Lifeline held "Choice Chain", that the Womyn's Centre set up their own display which, essentially, aimed to block "Choice Chain". Clearly the Womyn's Centre's display was in response to "Choice Chain" and so they could not have provided Carleton University with notice. It is my understanding that the Womyn's Centre's display also consisted of a table. As you are clearly aware, the *Booking Space on Campus Policy* requires each student or student club to obtain permission before setting up a table on campus. In light of this fact, I must ask if Carleton University has also prepared a proposed agreement for the Womyn's Centre. I am also advised that in addition to Carleton Lifeline and the Womyn's Centre, PETA was standing with images portraying baby seals violently beaten. It is my understanding that PETA did not provide Carleton University with advance notice of this exhibit. Again, I must ask if PETA has been given a proposed agreement for the expression of their views.

You go on to say that Carleton University is willing to permit Carleton Lifeline to exhibit the images used in "Choice Chain", only if Carleton Lifeline ensures that other members of the University community are afforded the opportunity to decide if they want to view them. At this point, I must wonder if Carleton University takes the same position with other groups and other displays. It is my understanding that they do not. In fact, I note that recently, during "Holocaust Awareness Week", there were graphic images of dead people at concentration camps set up in the University Centre. It is my understanding that although these images were displayed in the University Centre, there were no signs warning individuals of what they would see. In addition to "Holocaust Awareness Week", I am told that last week that an animal rights group arranged a display in the Atrium using graphic images comparable in size to the images used in "Choice Chain" and displaying baby seals who had been brutally beaten. Again, it is my understanding that there were no signs warning of the exhibit. It is clear then, that Carleton University only takes this position with Carleton Lifeline and because of Carleton University's own views on abortion.

In your email, you bring up the proposed agreement and introduce it by suggesting that it was agreed to at the meeting you held with Carleton Lifeline. I take this opportunity to point out that Carleton Lifeline did not agree to such an agreement or any agreement during your meeting of November 12, 2010.

You suggest, in your email, that "in the absence of an agreement that ensure the safety of [the] entire Carleton community Carleton University reserves the right to manage its

private property.” This seems to suggest that the goal of the proposed agreement is to ensure the safety of all students. This is misleading as you are fully aware of the fact that Carleton Lifeline’s activities have always been conducted peacefully.

I must also say that the overall tone of your email was threatening and not conducive to any type of agreement or constructive discussion. The language you use is clearly an attempt to bully and intimidate students and is not what one would expect from a university administration, much less in the Nation’s Capital. Specifically, the following comments contained in your email are direct threats and are not conducive to a learning environment for students:

- “such activities will continue to invite sanction”;
- “It is not the desire of the university to arrest or escort its students off campus, however, in the absence of an agreement that ensures the safety of [the] entire Carleton community, Carleton University reserves the right to manage its private property as per [the] province’s Trespass to Property Act”; and,
- “should Carleton Lifeline attempt to display the images associated with your Choice Chain exhibit [...] such students will be issued sanctions under the Student Rights and Responsibilities Policy and may be escorted off campus and/or arrested by Carleton’s Campus Safety and Ottawa Police Services officers”.

Now, in looking specifically at the proposed agreement, I make the following comments:


You have suggested an area for Carleton Lifeline to conduct “Choice Chain” calling it a “Permitted Exhibit Zone”, yet the proposed agreement is between Carleton University and Carleton Lifeline and is solely for “Choice Chain”. Does Carleton University have such agreements with other groups and for other exhibits or is this simply for exhibits addressing the issue of abortion?

It is rather disconcerting to see that Carleton University is not only attempting to force Carleton Lifeline into a specific area on campus, but is also attempting to dictate how Carleton Lifeline members will hold their signs and interact with other students. Specifically, you state that “Demonstrator members will be required to stand with their posters at the top of the path, near the entrance to the University Centre Cafeteria and its patio with chairs” and “Demonstrator agrees not to obstruct the pathway around the Permitted Exhibit Zone and approach any student who passes by the Permitted Exhibit. Demonstrator is welcome to share information and engage in a conversation with any student who out of his/her own free will approaches its members.” Does this prevent Carleton Lifeline from approaching students with pamphlets or written material? Or even speaking to students? The suggestions you make seem to suggest that Carleton Lifeline has, in the past, aggressively approached and chased down students. You know that this is not the case and your suggestions appear to be nothing more than a deliberate attempt at painting Carleton Lifeline in a manner which is inconsistent with their practices.

Despite the fact that your proposed agreement specifically states that Carleton Lifeline is prohibited from approaching students passing by, it permits other students, who may want to protest the exhibit, from engaging in vigorous discussion with Carleton Lifeline and in fact requires Carleton Lifeline to accept it. Why are protesters given preferential treatment in that they permitted to approach Carleton Lifeline while Carleton Lifeline cannot approach anyone? Additionally, by cornering Carleton Lifeline into a specific area, but by permitting protesters to engage in vigorous discussions with them, Carleton University is essentially making it possible for protesters to block Carleton Lifeline's display, thereby making it unnoticeable to people walking by. As you know, when Carleton Lifeline held "Choice Chain" in October 2010, the Womyn's Centre attempted to block their display from being seen. The proposed Permitted Exhibit Zone simply makes it easier for them to do so.

At this point, I think it is clear that Carleton Lifeline does not agree with your proposed agreement. Given the unreasonable conditions you propose, the threatening and intimidating tone you have used, the lack of an existing university policy to support such an agreement and the fact that this agreement applies only to Carleton Lifeline, we take the position that Carleton University is discriminating against Carleton Lifeline on the basis of their political belief and is attempting at censoring them because Carleton University disagrees with the content of their message. That being said, your proposed agreement is rejected and until Carleton University can specifically identify a university policy which would be violated by conducting "Choice Chain", Carleton Lifeline will continue to conduct it.

VINCENT DAGENAIS GIBSON LLP/s.r.l.



Albertos Polizogopoulos