

Suspension Period and Standstill Agreement
[Rule 4.33]

PLAINTIFF(S)

DEFENDANT(S)

DOCUMENT

SUSPENSION PERIOD AND STANDSTILL AGREEMENT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
PREPARING THIS
DOCUMENT

[XX]

Tel:
Fax:
File:

THIS SUSPENSION PERIOD AND STANDSTILL AGREEMENT (“**Agreement**”) relates to a claim for [XXX] brought by [XXX] (the “**Claim**”) in the within Action (the “**Action**”).

IN CONSIDERATION OF the mutual covenants and the agreements contained herein, it is agreed that:

1. This Agreement constitutes a Suspension Period Agreement, specifically intended to suspend the limitation period indicated below, for the purpose of computing delay, as contemplated by Rules 4.33(1)(c), (5), (7)(a) and (8) of the *Alberta Rules of Court*, Alta Reg 124/2010, as well as a Standstill Agreement with respect to all other limitations, timelines and deadlines in the *Limitations Act*, RSA 2000, c. L-12, the *Rules of Court* and any other applicable statute or regulation, and all other legal or equitable doctrines associated with any delay in bringing forward a claim, otherwise applicable to the Claim, all effective _____ day of _____, 20__.
2. This Agreement, and the suspension period and standstill agreed herein, ends on **[insert specific date OR insert the happening of a specific event]**, or pursuant to a termination of this Agreement under s. 3.
3. This Agreement may be terminated by any Party on **[insert number of days]** days’ written notice to all other Parties.

4. The Parties entering into this Agreement, or those people signing on behalf of the Parties entering into this Agreement, have full authority to make these decisions and bind the Parties to this Agreement.

IN WITNESS WHEREOF the Parties have signed this Agreement through their duly authorized officers as of the effective date. **THIS AGREEMENT** is dated effective as of the _____ day of _____, _____.

[XX]

Per:

[XX]

Per:

Drafting Notes:

1. Note that this is only an example and may not be suitable for your purposes. It is provided for general information purposes only and does not constitute legal or other professional advice or an opinion of any kind. Legal advice should always be obtained, and your own judgment applied, before adopting any template including this one.
2. This document is drafted as both a suspension period agreement (under the *Rules*) and a standstill agreement.
3. Standstill agreements typically pause statutory limitation periods, usually before litigation begins, often to allow settlement discussions or parallel processes to run their course without legal rights being affected. In contrast, suspension period agreements apply after litigation starts to pause the three-year deadline for a significant advance (per Rule 4.33(5)).
4. A suspension period agreement is contemplated in Rule 4.33 (the three-year “drop dead” rule), but it is often prudent to also enter into a standstill agreement with respect to other timelines (for example, the overall long delay rule found in Rule 4.31, as well as statutory limitation periods), and that is how this template agreement is drafted.

5. A suspension period agreement must have a specific ending date, or it must end on the happening of a specific event (see Rule 4.33(1)(c)), and this document is drafted with that in mind.
6. A suspension period agreement relied upon to oppose a delay application must clearly and explicitly indicate an agreement to suspend time periods for the purpose of computing delay under Rule 4.33.
7. If a suspension period is agreed upon, then all other parties to the action must be given written notice setting forth what the suspension period is, when it was agreed to, and by whom (see Rule 4.33(8)). If the suspension period agreement is terminated pursuant to the notice provision in s. 3, best practice is to also give written notice of the termination to all other parties to the action.
8. In the absence of an agreement, an application can be made to the court for an Order setting out a suspension period (see Rule 4.33(9)).
9. This document is drafted on the assumption that the parties will sign it, but it is also common practice for properly instructed counsel to sign these kinds of agreements on behalf of their clients.