



Canada AG Immigration & Citizenship Service

RETAINER AGREEMENT

RCIC Membership Number: R534755

By signing up with *Canada AG Immigration & Citizenship Services* at ag-canadaimmigration.ca, you (The client) are retaining *Canada AG Immigration & Citizenship Services (RCIC)* to act on your behalf on the following terms and conditions:

WHEREAS the *Canada AG Immigration & Citizenship Services* and the *Client* wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the “*RCIC*” from *Canada AG Immigration & Citizenship Services* will provide services to the *Client*.

AND WHEREAS the *RCIC* is a member of The *College of Immigration and Citizenship Consultants* (the “*College*”), the regulator in Canada for immigration consultants;

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions

The terms “*Client*”, “*Council*”, “*Disbursement*”, “*Designate*”, “*Authorize Representative*” and “*Retainer Agreement*” shall have the meaning given to such terms in the Retainer Agreement Regulation and By-law of the Council.

“*Client*” means a person or Entity whose interests the Member undertakes to represent for a fee or other consideration, or Pro bono regarding a proceeding or application, or potential proceeding or application, under the Immigration and Refugee Protection Act or the Citizenship Act.

“*College*” means the *College of Immigration and Citizenship Consultants (CICC)*.

“*Disbursements*” means miscellaneous expenses incurred by a Member in the course of providing services to a Client including government filing fees and for which such Client will reimburse the Member and, for purposes of clarity, excludes fees for services rendered by a Member.



“**Designate**” means an individual who has been given authority, in writing, by the Client to act on his/her behalf in dealings with the Member. The Client shall specify what duties are being conferred to the Designate and the duration of the authority. A Designate shall not be compensated by the Client or the Member, for acting in the capacity as Designate.

“**Authorized representative**” means an individual who can provide immigration/citizenship advice and/or service for a fee or other consideration. An Authorized Representative includes a member in good standing with a Canadian provincial or territorial law society (including paralegals within their authorized scope of practice), the Chambre des notaires du Québec or ICCRC.

“**Retainer Agreement**” means the contract between the Member and the Client that sets out the terms of the business arrangement between them.

1. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of Canadian Permanent Resident Card Renewal.

In consideration of the fees paid and the matter stated above, the RCIC agrees to do the following:

- a) Provide immigration advice based on client request.
- b) Complete and ensure that all forms and required documents are completed based on client’s immigration request and CIC regulation in effect.
- c) Answer client’s request in a timely manner.
- d) Provide client with a checklist of information and documents required in support of their immigration application.
- e) Submit client application to CIC in a timely manner.
- f) Keep client updated on any progress on client’s case and respond to all reasonable requests.
- g) Handle all correspondence with CIC on the client’s behalf.
- h) Act in the best interest of client within the limits of the law.

2. Client Responsibilities and Commitments

2.1 The Client must provide, upon request from the RCIC:

- All necessary documentation
- All documentation in English or French, or with an English or French translation

- 2.2 The Client understands that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The RCIC's obligations under the Retainer Agreement are null and void if the Client knowingly provides any inaccurate, misleading, or false material information. The Client's financial obligations remain.
- 2.3 In the event Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the Client directly, the Client is instructed to notify the RCIC immediately.
- 2.4 The Client is to immediately advise the RCIC of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.
- 2.5 In the event of a Joint Retainer Agreement, the Clients agree that the RCIC may share information among all clients, as required. Furthermore, if a conflict develops that cannot be resolved, the RCIC cannot continue to act for both or all the Clients and may have to withdraw completely.

3. Billing Method & Payment Terms and Conditions

- The Client will pay online at a flat Professional fee of \$410.00 upon signing up online.
- 13% HST is included to the total fee paid by the client.
- The Federal Application Processing Fee is included to the fee paid by the clients online.

4. Refund Policy

The Client acknowledges that the granting of a status and the time required for processing this application is at the sole discretion of the government and not the RCIC. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

If, however, the RCIC or professional staff do not complete the tasks identified under section 2 of this agreement, the RCIC will refund part or all of the professional fees collected. The Client agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid. Unused fees will be refunded in the following manner [describe the manner of refund, including method and timeframe].

In the event the Client is unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated, etc., the Client should contact ICCRC.

5. **Dispute Resolution Related to the Code of Professional Ethics**

In the event of a dispute related to the **Code of Professional Ethics**, the Client and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client is to present the complaint in writing to the RCIC and allow the RCIC 30 days to respond to the Client. In the event the dispute is still unresolved, the Client may follow the complaint and discipline procedure outlined by the Council on their website under the heading “File a Complaint”.

NOTE: All complaint forms must be signed.

CICC Contact Information:

The College of Immigration and Citizenship Consultants (CICC)

5500 North Service Rd., Suite 1002

Burlington, ON, L7L 6W6

Toll free: 1-877-836-7543

6. **Confidentiality**

All information and documentation reviewed by the RCIC, required by IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The RCIC, and all agents and employees of the RCIC, are also bound by the confidentiality requirements of Article 8 of the Code of Professional Ethics.

The Client agrees to the use of electronic communication and storage of confidential information. The RCIC will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

7. **Force Majeure**

The RCIC’s failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

8. Change Policy

The Client acknowledges that if the RCIC is asked to act on the Client's behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client's circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of immigration or citizenship-related applications, the Agreement can be modified accordingly.

9. Termination

9.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.

9.2 This Agreement is considered terminated if material changes occur to the Client's application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement.

10. Discharge or Withdrawal of Representation

10.1 The Client may discharge representation and terminate this Agreement, upon writing, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.

10.2 Pursuant to Article 11 of the Code of Professional Ethics, the RCIC may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.

11. Governing Law

This Agreement shall be governed by the laws in effect in the Province of Ontario and the federal laws of Canada applicable therein and except for disputes pursuant to Section 8 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province of Ontario.

12. Miscellaneous

- 12.1 The Client expressly authorizes the RCIC to act on his/her behalf to the extent of the specific functions which the RCIC was retained to perform, as per Section 2 hereof.
- 12.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.
- 12.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.
- 12.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
- 12.5 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.
- 12.6 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement.
- 12.7 Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively.
- 12.8 The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement.
- In the event the Client did not seek independent legal advice prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Agreement.
- 12.9 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

13. Contact Information

RCIC:

Name: *Anyes Gizard*

Telephone # *(613) 864 – 8886*

E-mail: *AG@AGICS.CA*

Business: *Address 839 Beauregard crescent, Ottawa, Ontario, K4A 3C9 Canada*

This Agreement has been duly executed by the parties hereto on the date the client signed up with *Canada AG Immigration & Citizenship Services* at ag-canadaimmigration.ca.

