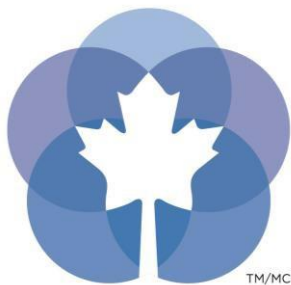


AGENTS REGULATION



icrcrc
IMMIGRATION CONSULTANTS OF
CANADA REGULATORY COUNCIL
crcic
CONSEIL DE RÉGLEMENTATION DES
CONSULTANTS EN IMMIGRATION DU CANADA

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1. AUTHORITY

1.1 This regulation is enacted pursuant to sections 3.1 and 15 of the By-law.

2. PURPOSE

2.1 The purpose of this Regulation is to set out the requirements for registering an agent and the nature of the working relationship between Licensees and Agents, to articulate the rules that guide and govern that relationship, and to make clear each party's responsibilities.

3. DEFINITIONS

3.1 In this Regulation, capitalized terms, unless otherwise defined herein, have the same meaning as they do in the By-law.

3.2 In this Regulation:

- (a) **"Agent Agreement"** means the contract between a Licensee and an Agent that sets out the terms of the business arrangement between them [*contrat avec l'agent*];
- (b) **"Client"** means a person or Entity whose interests the Licensee 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* (IRPA) or the *Citizenship Act* [*client*];
- (c) **"Client Property"** means original documents and documents prepared for the Client's benefit which the Licensee has been retained by the Client to prepare. Client Property includes, but is not limited to, all original documentation belonging to the Client; all documents, information, and data provided to the Licensee, or to the Licensee's Agent, by the Client, or their Designate, prior to or after the signing of the Retainer Agreement; the Retainer Agreement; the Initial Consultation Agreement; documents produced by the government or any other third party (e.g., letters) in connection with the Retainer Agreement; and all documents or other property the Licensee was retained to prepare in connection with the Retainer Agreement [*biens du client*];
- (d) **"Client Records"** means documents that provide evidence of activities performed, events occurred, results achieved, or statements made as a result of the Initial Consultation Agreement and/or the Retainer Agreement [*documents du client*];
- (e) **"Company"** means any legal entity which may include a corporation or partnership [*entreprise*];
- (f) **"Designate"** means an individual who has been given authority, in writing, by the Client to act on their behalf in dealings with the Licensee. 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 Licensee, for acting in the

capacity as Designate [*représentant désigné*];

- (g) **“Employee”** means a person who is in an employee/employer relationship with the Council Licensee, excluding another Council Licensee [*employé*];
- (h) **“Entity”** means a company, business, corporation, partnership, institution, or any other organization that has a separately identifiable existence and which is distinguished from individuals [*entité*];
- (i) **“Licensee”** means an RCIC of the Council [*titulaire de permis*];
- (j) **“Retainer Agreement”** means the contract between a Licensee and the Client that sets out the terms of the business arrangement between them [*contrat de service professionnel*].

4. REGISTRATION

- 4.1 Only a Licensee may work with an Agent.
- 4.2 Every Licensee who intends to work with an Agent shall first register the Agent with the Council by providing the following information:
 - (a) Agent’s full name;
 - (b) Agent’s Company name, if applicable;
 - (c) Agent’s business civic address (street, city, province, country, postal code);
 - (d) Agent’s business telephone number;
 - (e) Agent’s websites and social media handles that it uses to solicit or conduct business (e.g., Facebook, Instagram, WeChat, WhatsApp, LinkedIn); and
 - (f) Agent’s e-mail address.
- 4.3 A Licensee shall pay a fee of \$500 to register an Agent.

5. AGENT AGREEMENT

- 5.1 A Licensee who works with an Agent shall enter into an Agent Agreement with the Agent that describes the scope of services and working relationship between the Agent and the Licensee.
- 5.2 Where the Licensee works with a Company as the Agent, the Agent Agreement will be between the Licensee and the Company.
- 5.3 A Licensee who has an Agent shall include in the Agent Agreement the contact information of

the Licensee's Authorized Representative(s) and/or Responsible Person, as required, who will take over the Client Files, how Client Records and/or Client Property will be transferred, how any outstanding fees for services will be paid, and how the Agent Agreement will be terminated, in the event of the Licensee's Planned or Unplanned Absence from their practice.

5.4 A Licensee working with an Agent shall ensure the Agent Agreement clearly identifies the:

- (a) Agent and Licensee (including the licence number);
- (b) Name, address and telephone number of the Licensee and the Agent;
- (c) Agent's responsibilities and commitments;
- (d) Requirement that the Agent not provide immigration advice in contravention of IRPA;
- (e) Requirement that the Agent not provide citizenship advice in contravention of the *Citizenship Act*;
- (f) Other services the Agent cannot provide to a Client;
- (g) Licensee's expectations of the Agent;
- (h) Licensee's responsibilities; and
- (i) Duration of the Licensee-Agent business arrangement.

5.5 An Agent Agreement shall be dated and signed by the Licensee and the Agent before the Agent commences working for the Licensee.

5.6 A Licensee shall provide a copy of the Agent Agreement to the Agent and retain a copy for their file.

6. FEES FOR SERVICES

6.1 A Licensee shall include and clearly identify in the Agent Agreement:

- (a) How and when the Agent will be compensated (e.g., commission, pro-rated targeted base, bill by the hour, flat fee billing with payment by milestones or predetermined dates, etc.); and
- (b) The method of payment (e.g., wire transfer, etc.).

7. CLIENT RECORDS AND CLIENT PROPERTY

7.1 A Licensee shall identify in the Agent Agreement that the Agent is responsible for forwarding all Client Records and/or Client Property upon receipt or creation.

- 7.2 A Licensee shall identify in the Agent Agreement how Client Records and/or Client Property will be delivered to the Licensee (e.g., mail, courier, email, etc.).

8. EXPENSES

- 8.1 An Agent Agreement shall specify who will cover expenses incurred by either party (e.g., travel, promotions, etc.).

9. PROMOTION

- 9.1 Where applicable, a Licensee shall identify in the Agent Agreement what promotional activities the Agent may undertake to further the Licensee's practice, pursuant to the Code of Professional Conduct and the Regulations.

10. CONFIDENTIALITY

- 10.1 A Licensee shall include a statement in the Agent Agreement that outlines how the Agent will protect the Client's personal information and records.

11. CONFLICT OF INTEREST

- 11.1 A Licensee shall clearly identify in the Agent Agreement what action will be taken in the event that a conflict of interest relating to the Agent is identified by the Licensee.

12. ISSUES OF DISPUTE

- 12.1 A Licensee shall include in the Agent Agreement:
- (a) A statement about the relationship between the Licensee and the Council;
 - (b) The agreed upon process the Agent and the Licensee shall undertake to resolve a dispute; and
 - (c) Contact information of the Council should the Agent wish to file a complaint if a dispute related to the Code of Professional Conduct, remains unresolved.

13. TERMINATION

- 13.1 A Licensee shall terminate the Agent Agreement if they have reasonable grounds to believe that the Agent has engaged in any illegal activities which would make the Agent unsuitable to continue to discharge their duties outlined in the Agent Agreement.
- 13.2 A Licensee shall specify in the Agent Agreement when they or the Agent can terminate the Agreement.
- 13.3 A Licensee shall specify in the Agent Agreement what happens in the event the Agent or the Licensee terminates the Agent Agreement.

- 13.4 A Licensee shall identify in the Agent Agreement what the financial implications are in the event the Licensee or the Agent terminates the Agent Agreement.
- 13.5 A Licensee shall include a statement in the Agent Agreement directing the Agent to deliver all Client Records and Client Property to the Licensee upon termination.

14. REVIEW

- 14.1 The Council may accept a Licensee's Agent registration after:
- (a) Verifying that all Agent information has been provided and is accurate;
 - (b) Verifying that the Agent Agreement meets the requirements of this Regulation;
 - (c) Determining that the registration meets any other requirements as the Board may, by resolution, determine from time to time as necessary to protect consumers and the reputation of the profession; and
 - (d) The registration fee has been received.
- 14.2 A Licensee shall not begin working with an Agent until the Council has provided written confirmation of the Agent's registration.
- 14.3 If the Council refuses the Licensee's Agent registration, the fee shall be returned to the Licensee.

15. ONGOING EXPECTATIONS

- 15.1 A Licensee shall pay a fee of \$250 to maintain the registration of the Agent for each subsequent year.
- 15.2 Failure to pay the fee will result in the Council deregistering the Agent.
- 15.3 A Licensee shall inform the Council of any changes to the Agent's information on file within fifteen (15) calendar days of the change coming into effect.
- 15.4 Every Licensee who has an Agent shall inform the Council in writing within fifteen (15) calendar days of the Agent's resignation or termination providing identical information to what is provided in section 4.1 of this Regulation for verification purposes.
- 15.5 Any changes or edits made to the Agent Agreement after the document is originally signed shall be agreed upon in writing and initialed by the Licensee and Agent.
- 15.6 The amended Agent Agreement, with the changes highlighted, must be submitted to the Council for approval within fifteen (15) calendar days of the amendments being made.
- 15.7 A Licensee shall submit all information changes in writing by e-mail to info@college-ic.ca with

the Subject heading “Agent Registration”. A change/update of information is not considered accepted until the Council provides written confirmation to the Licensee.

16. ETHICAL DIRECTION

- 16.1 A Licensee shall inform the Agent of the relevant sections of the Council’s By-law, Code of Professional Conduct, and Regulations pertaining to the responsibilities of an Agent and the Licensee’s responsibilities to the Council.
- 16.2 A Licensee is responsible for ensuring that the Agent complies with the Council’s By-law, Code of Professional Conduct, and Regulations.

17. PENALTY FOR BREACH OF REGULATION

- 17.1 A Licensee who breaches this Regulation shall be subject to the following penalties:
- (a) For a first offence, written warning with direction to correct deficiency within thirty (30) calendar days.
 - (b) For a second or subsequent offence, \$500 per incident.
 - (c) Failure to correct deficiencies within thirty (30) calendar days or pay fines is subject to deregistration of the agent, licensee suspension and ultimately revocation.