

AGENTS REGULATION



TM/MC

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

Version: 2017-001

Approved Board of Directors: May 13, 2016

Table of Contents

1.	AUTHORITY.....	4
2.	PURPOSE	4
3.	DEFINITIONS.....	4
4.	EXPECTATIONS	5
5.	GENERAL CONTENT.....	6
6.	CHANGES TO THE ORIGINAL AGENT AGREEMENT	6
7.	ETHICAL DIRECTION	7
8.	FEES FOR SERVICES.....	7
9.	CLIENT RECORDS AND CLIENT PROPERTY	7
10.	EXPENSES	7
11.	PROMOTION.....	7
12.	CONFIDENTIALITY.....	7
13.	CONFLICT OF INTEREST	7
14.	ISSUES OF DISPUTE.....	8
15.	TERMINATION	8
16.	PENALTY FOR BREACH OF REGULATION	8

1. AUTHORITY

- 1.1 This regulation is enacted pursuant to sections 3.1 and 15 of the *By-law* of the Council.
- 1.2 In the event of any conflict between the English version and the French version of this Regulation, or between this Regulation and the Council's *By-law*, the English version of the *By-law* shall govern.

2. PURPOSE

- 2.1 The purpose of this Regulation is to set out the nature of the working relationship between the Member and his or her Agent, 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 Member and an Agent that sets out the terms of the business arrangement between them.
 - b) **"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*.
 - c) **"Client Property"** means original documents and documents prepared for the Client's benefit which the Member 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 Member, or to the Member's Agent, by the Client, or his or her 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 Member was retained to prepare in connection with the Retainer Agreement.
 - 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.
 - e) **"Company"** means any legal entity which may include a corporation or partnership.
 - f) **"Designate"** means an individual who has been given authority, in writing, by the Client to act on his or 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.

- g) **“Employee”** means a person who is in an employee / employer relationship with an ICCRC Member, excluding another ICCRC Member.
- 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.
- i) **“Retainer Agreement”** means the contract between a Member and the Client that sets out the terms of the business arrangement between them.

4. EXPECTATIONS

- 4.1 Every Member who has an Agent shall register the Agent with the Council by providing the following information in writing within fifteen (15) calendar days of appointing an Agent:
 - 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 e-mail address, and
 - f) Date Agent was appointed by the Member.
- 4.2 Further to section 4.1 of this Regulation, a Member shall also inform the Council of any changes to the Agent’s information on file within fifteen (15) calendar days of the change coming into effect.
- 4.3 Every Member who has an Agent shall inform ICCRC 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.
- 4.4 A Member shall submit all information changes in writing by e-mail to info@icrc-crcic.ca. A change/update of information is not considered received until the Council acknowledges its receipt by return e-mail to the Member.
- 4.5 A Member who appoints 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 Member.
- 4.6 Where the Member appoints a Company as the Agent, the Agent Agreement will be between the Member and the Company.

- 4.7 A Member who has an Agent shall include in the Agent Agreement the contact information of the 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 a Planned or Unplanned Absence from the immigration/citizenship consulting practice.

5. GENERAL CONTENT

- 5.1 A Member working with an Agent shall ensure the Agent Agreement clearly identifies the:
- a) Agent;
 - b) Name, address and telephone number of the Member and the Agent;
 - c) Agent's responsibilities and commitments;
 - d) Services the Agent cannot provide to a Client (e.g. provide immigration/citizenship advice, etc.);
 - e) Member's expectations of the Agent;
 - f) Member's responsibilities; and
 - g) Duration of the appointment.
- 5.2 An Agent Agreement shall be dated and signed by the Member and the Agent at the time the Agent is appointed and before the Agent commences working for the Member.
- 5.3 A Member shall provide a copy of the Agent Agreement to the Agent and retain a copy for his/her file. The Council may request a copy of any Agent Agreement to ensure it complies with the minimum content and format.
- 5.4 A Member is responsible for ensuring that the Agent complies with the Council's *By-law*, *Code of Professional Ethics*, and Regulations.

6. CHANGES TO THE ORIGINAL AGENT AGREEMENT

- 6.1 Any changes or edits made to the Agent Agreement after the document is originally signed shall be mutually agreed upon in writing.
- 6.2 All changes or edits should be initialled by the Member and the Agent.

7. ETHICAL DIRECTION

7.1 A Member shall inform the Agent of the relevant sections of the Council's *By-law, Code of Professional Ethics*, and Regulations pertaining to the responsibilities of an Agent and the Member's responsibilities to the Council.

8. FEES FOR SERVICES

8.1 A Member 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.).

9. CLIENT RECORDS AND CLIENT PROPERTY

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

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

10. EXPENSES

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

11. PROMOTION

11.1 Where applicable, a Member shall identify in the Agent Agreement what promotional activities the Agent may undertake to further the Member's practice, pursuant to the *Code of Professional Ethics* and the Regulations.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

13.1 A Member 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 Member.

14. ISSUES OF DISPUTE

- 14.1 A Member shall include in the Agent Agreement:
- a) A statement about the relationship between the Member and the Council;
 - b) The agreed upon process the Agent and the Member 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 Ethics*, remains unresolved.

15. TERMINATION

- 15.1 A Member shall terminate the Agent Agreement if he/she has reasonable grounds to believe that the Agent has engaged in any illegal activities which would make the Agent unsuitable to continue to discharge his/her duties outlined in the Agent Agreement.
- 15.2 A Member shall specify in the Agent Agreement when he/she or the Agent can terminate the Agreement.
- 15.3 A Member shall specify in the Agent Agreement what happens in the event the Agent or the Member terminates the Agent Agreement.
- 15.4 A Member shall identify in the Agent Agreement what the financial implications are in the event the Member or the Agent terminates the Agent Agreement.
- 15.5 A Member shall include a statement in the Agent Agreement directing the Agent to deliver all Client Records and Client Property to the Member upon termination.

16. PENALTY FOR BREACH OF REGULATION

- 16.1 A Member 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, \$100.00 per incident.
 - c) Failure to correct deficiencies within thirty (30) calendar days or pay fines is subject to suspension and ultimately revocation.