

This template is provided by ICCRC for RCICs’ consideration and use when drafting a Retainer Agreement. It is NOT meant to be used "as is". The template’s suitability depends on a number of factors, such as the current state of the law and practice in the RCIC’s jurisdiction, the category of representation, and the needs and preferences of the RCIC and Client. The Retainer Agreement must be completed with the actual terms and conditions of the business arrangement between a RCIC and his/her Client.

RETAINER AGREEMENT TEMPLATE

RCIC Membership Number: R _____

Client File Number: _____

This Retainer Agreement is made this ____ day of _____, 201__, between Regulated Canadian Immigration Consultant (RCIC) _____ [insert RCIC name] (the “RCIC”), located at _____ [insert business address] and Client _____ [insert Client name] (the “Client”), located at _____ [insert address].

WHEREAS the RCIC and the Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the RCIC will provide his/her services to the Client.

AND WHEREAS the RCIC is a member of Immigration Consultants of Canada Regulatory Council (the “Council”), 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” and “Disbursement” shall have the meaning given to such terms in the Retainer Agreement Regulation and By-law of the Council.

2. **RCIC Responsibilities and Commitments**

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of _____.

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

- a) [describe]
- b) [describe]
- c) [describe]
- d) [describe]
- e) [describe]
- f) [describe]

Another RCIC will carry out the following: [as applicable]

g) [describe]

Additional pages attached, if necessary.

3. Client Responsibilities and Commitments

3.1 *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*

3.2 *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.*

3.3 *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.*

3.4 *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.*

3.5 *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 of the Clients and may have to withdraw completely.*

4. Billing method

The Client will be billed by [insert billing method; by the hour or flat fee with payment by milestones or predetermined date].

The details of this billing method are as follows:

[List the hourly rate charged or the pertinent milestones or predetermined dates and amounts owing.]

5. Payment Terms and Conditions

Professional Fees: [insert amount, including currency; e.g., C\$, US\$, etc.]

Disbursements:

- a) [describe] [insert amount, including currency; e.g., C\$, US\$, etc.]
- b) [describe] [insert amount, including currency; e.g., C\$, US\$, etc.]
- c) [describe] [insert amount, including currency; e.g., C\$, US\$, etc.]

Administrative fee [as required]: [insert amount, including currency; e.g., C\$, US\$, etc.]

Applicable Taxes *[include registered tax number:]* [insert amount, including currency; e.g., C\$, US\$, etc.]

Total Cost: [insert amount, including currency; e.g., C\$, US\$, etc.]

The above amount is to be paid by the Client and is subject to change upon mutual agreement of both parties.

6. Payment Schedule

Deposit: *[insert amount, including currency; e.g., C\$, US\$, etc.]*
(Paid at signing of contract)

Balance: [insert amount, including currency; e.g., C\$, US\$, etc.]
(Paid at time of filing)

Special arrangements mutually agreed upon by the Client and RCIC (e.g., payment by post-dated cheques, different currency, etc.):

7. Refund Policy

The Client acknowledges that the granting of a visa or 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.

8. 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 _____ [insert number of days] 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.

ICCRC Contact Information:

Immigration Consultants of Canada Regulatory Council (ICCRC)

5500 North Service Rd., Suite 1002

Burlington, ON, L7L 6W6

Toll free: 1-877-836-7543

9. 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.

10. 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.

11. 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.

12. Termination

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

12.2 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.

13. Discharge or Withdrawal of Representation

13.1 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.

- 13.2 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.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province/Territory of _____, 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/Territory of _____.

15. Miscellaneous

- 15.1 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.
- 15.2 *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.*
- 15.3 *This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.*
- 15.4 *This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.*
- 15.5 *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.*
- 15.6 *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.*
- 15.7 *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.*
- 15.8 *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.

15.9 *Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.*

15.10 *The Client acknowledges that he/she has requested that the Agreement be written in the English language; Les parties reconnaissent qu'elles ont exigé que ce qui précède soit rédigé en anglais. [To be included in the English version of the Retainer Agreement drawn up by RCICs working in Quebec.]*

16. Contact Information

Client Name

Given Name _____ Family Name _____

Address _____

Telephone Number _____ *Cellphone Number*

Fax Number _____ *E-mail*

Address _____

RCIC

Given Name _____ Family Name _____

Address _____

Telephone Number _____ *Cellphone*

Number _____

Fax Number _____ *E-mail Address* _____

IN WITNESS THEREOF this Agreement has been duly executed by the parties hereto on the date first above written.

Signature of Client

Signature of RCIC

17. Attachments (as required)

Examples:

- *Initial Consultation Agreement*
- *Agent Agreement*
- *Designate authorization*

NOTE: The excerpts appearing in italics above are suggested components, while the regular font items are mandatory components for all RCICs according to the Retainer Agreement Regulation.