

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 _____, 202__, 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 set out in this Retainer Agreement, have the meaning given to such terms in the Retainer Agreement Regulation and By-law of the Council, as amended from time to time.

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]

Additionally, the RCIC will carry out the following functions: [as applicable]

- g) [describe]

Additional pages attached, if necessary.

The RCIC shall provide the Client with a finalized, signed copy of this Retainer Agreement.

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 misrepresentations or omissions may void this Agreement, or seriously affect the outcome of the application or the retention of any immigration 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) or Provincial Government Administrator or processing Visa Office 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 must 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 from representation.

4. Billing method

The Client will be billed by [insert billing method; by the hour, by the day or flat fee with payment by milestones or flat fee with payment by milestone inclusive of predetermined dates and frequency of invoices].

The details of this billing method are as follows:

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

5. Payment Terms and Conditions

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

Initial Retainer Amount: [insert amount, including currency; e.g., C\$, US\$, applicable taxes, etc.]

Disbursements:

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

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

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

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

Invoice Frequency: The RCIC must provide an Invoice to the Client

6. Payment Schedule

RCIC Service Milestone	Estimated date of completion	Professional Fees	Applicable Retainer Fee for this stage	Applicable Government Processing Fee

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

Retainer replenishment upon the following circumstances:

- [describe]
- [describe]
- [describe]

Balance: [insert amount, including currency; e.g., C\$, US\$, applicable taxes, 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. Invoicing

The RCIC will provide invoices, which include:

- the name and address of the Client,
- a list of services rendered,
- the date(s) the services were rendered, and
- the total fees and applicable taxes payable to the Member for the services rendered.

Invoices must be provided to the Client in accordance with the payment terms and conditions, found in section 5 of this Retainer Agreement. Additionally, upon the RCIC withdrawing or being discharged from representation, the RCIC must provide the Client with Statement of Account detailing all services that have been rendered or accounting for the time that has been spent on the Client's file.

8. 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 of Canada (or Government Authorities) 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 professional fees paid are for services indicated above, and any refund is strictly limited to the amount of professional fees paid. Unused and/or unearned fees will be refunded in accordance with the Client File Management Regulation, the Client Account Regulation and the Retainer Agreement Regulation and in the following manner:

[describe the manner of refund, including method and timeframe].

9. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the Professional Services provided by the RCIC, the Client and RCIC are to make every reasonable 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](http://www.iccrc-crcic.ca): www.iccrc-crcic.ca.

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

10. 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 of the RCIC, without prior consent, except as demanded by the Council or required under 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.

11. 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.

12. Unplanned RCIC Absence

In the event the Client is unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated, or otherwise unable to fulfill his/her duties, the Client should contact ICCRC.

13. 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 the scope of 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.

This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto. All changes and/or edits must be initialled and dated by both the Member and the Client. Any substantial changes to this agreement may require that the parties enter into a new Retainer Agreement.

14. Termination

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

14.2 *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.*

15. Discharge or Withdrawal of Representation

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

15.2 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 or unearned fees or Disbursements will be refunded by the RCIC to the Client and/or any outstanding fees or Disbursements will be paid by the Client to the RCIC.

15.3 At the time of withdrawal or discharge, the RCIC must provide the Client with an invoice detailing all services that have been rendered or accounting for the time that has been spent on the Client's file.

16. 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 9 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 _____.

17. Miscellaneous

- 17.1 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.
- 17.2 *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.*
- 17.3 *This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.*
- 17.4 *The Costs enumerated in this Agreement are to be paid by the Client.*
- 17.5 *This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto. All changes and/or edits must be initialled and dated by both the Member and the Client. Any substantial changes to this Agreement may require that the parties enter into a new Retainer Agreement.*
- 17.6 *The Client may, after a Retainer Agreement is signed, appoint a Designate to act on their behalf when dealing with the RCIC. A Designate must not be compensated by the Client or the RCIC for acting in the capacity of a Designate.*
- 17.7 *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.*
- 17.8 *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.*
- 17.9 *Each of the parties hereto must 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.*
- 17.10 *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 must not be used as a defence to the enforcement of obligations created by this Agreement.*
- 17.11 *Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.*

17.12 *The Client acknowledges that he/she has requested that the Agreement be written in the English language and that English is the binding language thereof; Le client reconnaît qu'il a exigé que ce qui précède soit rédigé en anglais et que l'anglais aura dans ce cas force obligatoire. [To be included in the English version of the Retainer Agreement drawn up by RCICs working in Quebec.]*

18. Contact Information

Client Name *[add necessary signature fields below for additional/joint clients]*

Given Name _____ Family Name _____
Address _____
Telephone Number _____ *Cellphone Number* _____
Fax Number _____ *E-mail Address* _____

RCIC *[add necessary signature fields below for additional/joint RCICs]*

Given Name _____ Family Name _____
Address _____
Telephone Number _____ *Cellphone Number* _____
Fax Number _____ *E-mail Address* _____

Translator/Interpreter [as applicable]

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

19. Attachments (as required)

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.