

This template is provided by the Council for RCICs' consideration and use when drafting an Agent Agreement. It is NOT meant to be used "as is". It must be completed with the actual terms and conditions of the business arrangement between a RCIC and his/her Agent.

Agent Agreement Template

This Agent Agreement is made this ____ day of _____, 201_, between RCIC _____ [insert RCIC name] (the "RCIC"), located at _____ [insert business address] and Agent _____ [insert Agent/Company name] (the "Agent"), located at _____ [insert business address].

WHEREAS the RCIC and the Agent wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the Agent will provide his/her services to the RCIC for their mutual benefit;

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. Expectations

The Agent hereby agrees to refer Clients to the RCIC to provide immigration consulting services and in furtherance of this, to provide marketing and/or administrative support.

[List additional expectations]

2. Definitions

The terms "Client", "Client Property" and "Client Records" shall have the meaning given to such terms in the Agents Regulation of the Council.

3. Term

This Agreement shall be in effect upon the date of this Agreement set forth above and shall continue _____ [e.g., 1 year, indefinitely, etc.] from the date hereof unless terminated by either party in accordance with the terms of this Agreement.

There will be a three-month probationary period, during which time either party may terminate the Agreement without cause after having provided the other party with written notice.

4. Agent Responsibilities and Commitments

The Agent shall be responsible for providing the following services [list and describe relevant tasks and duties]:

1. [describe]
2. [describe]
3. [describe]

The Agent, under the guidance of the RCIC, agrees to conduct himself/herself in a manner that is consistent with the Council's By-Law, Code of Professional Ethics, and Regulations, which are contained on the Council's website.

The Agent must not provide the following services:

1. [describe]
2. [describe]
3. [describe]

5. RCIC Responsibilities and Commitments

The RCIC shall be responsible for the following [list and describe relevant tasks and duties]:

1. [describe]
2. [describe]
3. [describe]

The RCIC undertakes to inform the Agent about the Council's By-law, Code of Professional Ethics, and Regulations.

6. Compensation and Expenses

The Agent will be paid by _____ [e.g., commission, pro-rated targeted base, bill by the hour, etc.].

The fee will be paid by means of _____ [e.g., wire transfer, etc.] and according to the following schedule:

[Include a schedule of payments]

Expenses incurred by either party will be addressed in the following manner:

1. [describe]
2. [describe]
3. [describe]

7. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the Code of Professional Ethics, the Agent may make a complaint, in writing, to _____

_____ [insert RCIC name, email and mailing address] and should allow the RCIC _____ [insert number of days] days to respond to/resolve the issue. In the event a resolution cannot be reached, the Agent may exercise his/her option to 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

8. Confidentiality

The Agent agrees that he/she shall not disclose to anyone any confidential information with respect to the business or affairs of the RCIC, including without limitation Client Property and Client Records, except as may be necessary to perform the Agent’s services under this Agreement. *The Agent shall faithfully serve and use his/ her best efforts to promote the interests of the RCIC and shall not use any information he/ she may acquire with respect to the business and affairs of the RCIC for his/ her own purposes or for any purposes other than those of the RCIC. These obligations of confidentiality shall survive the expiry or termination of this Agreement.*

9. Termination

- i. Either party may terminate this Agreement:
 - a. For cause, upon providing written notice to the other party; or
 - b. Without cause, upon ____ [include number of days] days written notice to the other party.

For the purposes of Section 9.i.a, “cause” shall include, but is not limited to:

- a. One of the parties having failed to perform his/her duties under this Agreement in accordance with the expectations of the other party; or
 - b. Either party having breached any of the terms of this Agreement.
- ii. The RCIC must terminate this Agreement upon notice to the Agent, if the RCIC has reasonable grounds to believe that the Agent has committed an act of fraud or has engaged

in misconduct in circumstances which would make the Agent unsuitable to continue to discharge his/her duties under this Agreement.

- iii. In the event of termination of this Agreement by either party, the parties hereto agree that for services already rendered, the Agent shall be entitled to receive payment for all outstanding amounts due, as at the date of termination.
- iv. In the event of expiry or termination of this Agreement, the Agent agrees to return to the RCIC any property, documentation or confidential information which is the property of the RCIC, including without limitation all Client Records and/or Client Property.

10. Conflict of Interest

Where a conflict of interest is identified by a party hereto either between the Agent and a Client, or the RCIC and either the Agent or a Client, such party will bring the conflict of interest to the attention of the other party hereto and a course of action to remedy the situation will be agreed upon. Failure to agree upon a course of action may result in the termination of this Agreement by either party hereto.

11. Promotions and Advertising

Pursuant to the Code of Professional Ethics, the Agent agrees not to engage in false or misleading advertising or representations and shall not misrepresent or mislead a Client as to the RCIC's qualifications, services, fees, available programs or benefits or provide false or unrealistic expectations regarding potential results, or processing times.

The Agent agrees not to use any promotional/advertising material of any kind which has not first been reviewed and approved in writing by the RCIC.

The Agent will provide the following promotional activities:

1. [describe]
2. [describe]
3. [describe]

12. Client Records and Client Property

The Agent agrees to provide the RCIC with any Client Records and/or Client Property that may be in his/her possession upon receipt or creation in order that the RCIC may comply with the Client File Management Regulation of the Council.

The Client Records and/or Client Property will be delivered to the RCIC via _____ [insert method of delivery].

13. Planned or Unplanned Absence

In the event of a planned or unplanned absence from the immigration/citizenship consulting practice (as defined in the *Planned or Unplanned Absence Regulation*), the contact information of the Authorized Representative(s) and/or Responsible Person who will take over the Client Files upon receiving Client permission to do so via the Release Form is:

Given Name _____ Family Name _____

Business Address _____

Telephone Number _____ E-mail _____

[Include the contact information for each designated Authorized Representative and Responsible Person.]

In this situation, Client Records and/or Client Property will be transferred as follows: _____

[describe the manner in which Client Records and/or Client Property will be transferred to the Authorized Representative(s)/Responsible Person].

Outstanding fees for services will be paid in the following manner: _____

[describe the manner in which fees for services will be paid].

The Agent Agreement will be terminated as follows: _____

[describe the manner in which the Agent Agreement will be terminated].

14. Client Fees

The Agent understands that all Client fees collected are the responsibility of the RCIC and must be handled in accordance with the Client Account Regulation of the Council.

The Agent agrees never to collect money from Clients.

All Client funds must be deposited in accordance with the Client Account Regulation of the Council.

15. Non-Compete Clause

During the term of this Agreement and for _____ [insert number of years] years after termination, the Agent shall not compete with the RCIC directly or indirectly in the sale or promotion of services, the same as or similar to the RCIC's services.

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 7 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. Independent Contractor

It is acknowledged by the parties hereto that the Agent is being retained by the RCIC in the capacity of independent contractor and not as an employee of the RCIC. The Agent and the RCIC acknowledge and agree that this Agreement does not create a partnership or joint venture between them.

18. No Assignment

The Agent's rights and duties under this Agreement may not be assigned to anyone else without the RCIC's prior written approval. Any assignment without approval is voidable by the RCIC.

19. Indemnification

The Agent shall indemnify, defend and hold harmless RCIC from any claims, losses, legal fees, damages, liabilities, costs, expenses or suits for injury to any person, damage to or loss of property, or any other claim arising out of or resulting from any act or omission of the Agent. In no event, however, shall the Agent be responsible for the sole negligence of the RCIC.

20. Miscellaneous

- i. 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.*
- ii. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.*
- iii. This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.*
- iv. 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.*
- v. 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.*
- vi. 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.*
- vii. The Agent acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice prior to the execution and delivery of this Agreement. In the event the Agent 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.

21. Contact Information

Agent:

Given Name _____ Family Name _____

Business Address _____

Telephone Number _____ E-mail _____

RCIC:

Given Name _____ Family Name _____

Business Address _____

Telephone Number _____ E-mail _____

22. Notices

All Notices, requests, demands or other communications (collectively, "Notices") which by the terms hereof are required or permitted to be given by one party to the other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid or by facsimile or other means of recorded electronic transmission or communication to such other party as set forth in Section 20 hereof or at such other address as may be given by such person to the other party hereto in writing from time to time. All such Notices shall be deemed to have been received when delivered or transmitted, or if mailed, 48 hours following the date of mailing.

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

Signature of Agent

Signature of RCIC

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