



Practice Management Education
Formation en pratique professionnelle

RCIC - CRIC

Retainer Agreement Course

Workbook

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Introduction

My three learning goals for today's session are...

1. _____
2. _____
3. _____

Role Play

Narrator: Riiing, riiing.

RCIC: Thank you for calling *Immigrate Now*. This is Jenny Lee speaking—how may I help you?

Client: Hi. My name is Harry. I saw your name on ICCRC's membership list and I'm interested in speaking with you about bringing my wife and her three children to Canada.

RCIC: I'd be happy to arrange a consultation with you, Harry, to discuss your situation and to provide you with some preliminary advice. My consultation fee is \$100 an hour. I would provide you with an Initial Consultation Agreement before we begin the meeting, outlining the purpose, fee and date of the meeting. How does that sound?

Client: That sounds good.

RCIC: Are you available tomorrow at 2pm?

Client: Yes, I am—see you then.

Narrator: The next afternoon, Harry arrives at Jenny's office and is invited to have a seat.

RCIC: Before we begin, Harry, I would like to review my Initial Consultation Agreement with you, which will serve as an official record of our meeting. The agreement includes my name and contact information, the \$100 consultation fee that I mentioned to you over the phone, and space to detail the purpose of the consultation. What would you say is the purpose of today's initial consultation?

Client: Well, my wife Sally and her three children are from Somalia and I want to bring them to Canada to live with me.

RCIC: Ok. So, on the Initial Consultation Agreement, I'll note that the purpose of today's consultation is to discuss how to bring your wife and her three children to Canada. Is that correct?

Client: Yes, it is.



RCIC: Ok. If you wish to proceed, please fill out your contact information, and sign and date the agreement.

Narrator: Jenny then signs the Initial Consultation Agreement and proceeds with the consultation, all the while making notes on the reverse side of the Agreement. Jenny specializes in Spousal Sponsorship cases and can competently represent Harry, so she provides Harry with an overview of the process. At the conclusion of the consultation, Harry pays Jenny and Jenny provides Harry with a copy of the Initial Consultation Agreement.

Narrator: Two days later, Harry calls Jenny's office to tell her that he has decided to hire her. Jenny invites Harry to stop by her office that afternoon to review the Retainer Agreement.

Module 1: Code of Professional Ethics and Retainer Agreement Regulation

<i>Code of Professional Ethics</i>	<i>Retainer Agreement Regulation Summary</i>
A.3—Duty of Good Faith 3.1.1—Discharge responsibilities in good faith to client	4.i—Enter into RA with client/designate that details scope of services 5.i.d 4.iii 6.iii
A.5—Duty of Competence 5.1.1—Perform services on behalf of a client competently	5.iii 6.i 6.ii 8.i 12.i.c



<i>Code of Professional Ethics (cont'd)</i>	<i>Retainer Agreement Regulation Summary (cont'd)</i>
A.7—Advising Clients 7.1.1—Be honest and candid with clients	6.i 9.i. a – f 9.ii 13.i 13.iv 15.i 15.ii
A.8—Duty to Maintain Confidentiality 8.1.1—Maintain client confidence 8.2.1—Confidentiality survives RA	14.i 14.ii 14.iii



Module 2: Retainer Agreement Fundamentals

Retainer Agreement Vocabulary—Fill in the Blank

1. **Deposit** is a lump sum of money paid to the member to secure the services of the member and to cover up-front _____ and _____.
2. **Retainer agreement** is the contract between a _____ and his or her _____, or his or her designate, that sets out the terms of the business arrangement between them.
3. **Administrative fee** means the fee members may charge for processing the _____ or _____ of client representation.
4. **Client** is a person, or _____ whose interests the member undertakes to advance, for a fee or otherwise, or pro bono, regarding a proceeding or application, or potential proceeding or application.
5. **Engagement letter** is also known as a _____.
6. The agreement which provides a written record of the purpose, fee and date of advice and which is signed by both parties is referred to as the _____ **Agreement**.



This template is provided by ICCRC for RCICs' consideration and use when drafting an Initial Consultation 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 Client.

INITIAL CONSULTATION AGREEMENT TEMPLATE

This Initial Consultation Agreement is made this ____ day of _____, 201__, *between Regulated Canadian Immigration Consultant (RCIC) _____ [insert RCIC name] (the "RCIC"), Membership Number _____ and Client _____ [insert Client name] (the "Client"), for the purpose of _____*

_____.

The Client is obliged to pay a fee of _____.

This Agreement shall be governed by the laws in effect in the Province/Territory of _____, and the federal laws of Canada applicable therein.

Please be advised that _____ [insert RCIC name] is a member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), and as such, is bound by its By-law, Code of Professional Ethics, and Regulations.

Client/Designate Information:

*[Client/Designate Name]
[Client/Designate Address]
[Date of Birth]
[Client/Designate telephone number, email address]*

RCIC Information:

*[RCIC Name]
[RCIC Address]
[RCIC telephone number, email address]*

Client/Designate Signature

RCIC Signature

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

Retainer Agreement Components

Place an “**M**” next to the components which are mandatory for all members to include in the retainer agreement and an “**S**” next to the components which are suggested.

<input type="checkbox"/> Matter and scope of services	<input type="checkbox"/> File number
<input type="checkbox"/> Fees payable	<input type="checkbox"/> Client responsibilities and commitments
<input type="checkbox"/> Disbursements charged	<input type="checkbox"/> Warranty (no guarantee on outcome)
<input type="checkbox"/> Billing method	<input type="checkbox"/> Force majeure
<input type="checkbox"/> Payment schedule	<input type="checkbox"/> Change policy
<input type="checkbox"/> Member of ICCRC	<input type="checkbox"/> Termination clauses
<input type="checkbox"/> ICCRC contact information	<input type="checkbox"/> Additional work clause
<input type="checkbox"/> Complaint procedure	<input type="checkbox"/> Directive if CIC or HRSDC contacts client
<input type="checkbox"/> Identifies client	<input type="checkbox"/> Directive to advise member of changes to client information
<input type="checkbox"/> Name, address, telephone number of member and client	<input type="checkbox"/> RA void if misinformation knowingly provided
<input type="checkbox"/> Identifies functions of other members working on case	<input type="checkbox"/> Joint retainer termination steps
<input type="checkbox"/> Category of representation	<input type="checkbox"/> Identify additional costs
<input type="checkbox"/> Client authorization/validation	<input type="checkbox"/> Specify time frames for client refund
<input type="checkbox"/> Dated signature of client/designate	<input type="checkbox"/> Member has right to revoke RA for non-payment of fees, or if client provides misleading/untruthful/false information
<input type="checkbox"/> Currency of fee	<input type="checkbox"/> Specify timeframe before closing file if client is non-responsive
<input type="checkbox"/> Applicable taxes	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative fee (as required)	<input type="checkbox"/> Other:
<input type="checkbox"/> Confidentiality	<input type="checkbox"/> Other:
<input type="checkbox"/> Refund policy	
<input type="checkbox"/> Membership number	



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 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", "Disbursement" and "RCIC" shall have the meaning given to such terms in the Retainer Agreement Regulation 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]



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 understand that no information received in connection with the matter from one Client can be treated as confidential so far as any of the other Clients are concerned and that 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: \$

Other [e.g., Disbursements, *courier fees, Incorporation fees, etc.*]: \$



Applicable Taxes *[include registered tax numbers]*: \$

Government Fees: \$

Total Cost: \$

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: \$ (Paid at signing of contract)

Balance: \$ (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.

If, however, the application is denied because of an error or omission on the part of the RCIC or professional staff, the RCIC will refund all 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].

If the RCIC is physically unable to proceed in carrying out the agreed upon terms and conditions of this Agreement, the Client is advised to _____
_____ [insert relevant instructions].



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: <http://iccrc-crcic.ca/FileaComplaint.cfm>.

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 CIC 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 8.1 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-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.*
- 12.3 *This Agreement may be terminated, upon writing, by 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.*
- 12.4 *Pursuant to Article 11 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the RCIC, provided withdrawal does not cause prejudice to the Client.*

13. 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 _____.

14. Miscellaneous

- 14.1 *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.*
- 14.2 *This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.*
- 14.3 *This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.*
- 14.4 *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.*
- 14.5 *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.*



14.6 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.

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

14.8 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.]*

15. Contact Information

Client/Designate 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



16. 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.



Possible RCIC Responsibilities and Commitments

Prior to Application Submission	(v) useful
• assess client's qualifications	
• advise the client with respect to Canadian Immigration Law	
• instruct client in steps to be taken	
• advise the client as to the most appropriate immigration stream to which they qualify	
• prepare and advise the client of the best plan or strategy in respect to the application	
• provide client with a checklist of information and documents required in support of application	
• advise client as to which documents are required in support of application	
• review and analyze documents received in support of clients' education and training, work experience, and civil status	
• advise the client whether additional evidence is required	
• act in the best interests of the client within the limits of Canadian law	
• educate the client regarding the information and documents required for the preparation of the client's application	
• guide the client through the process of obtaining medical and security clearances when required	
• guide the client through the application process and review all documents to ensure consistency and accuracy	
• complete the application forms to ensure that they best show the candidate's qualifications	
• provide the client with drafts of all forms for review and sign off	
• work closely with the client to obtain evidence of employment which best represents the client's experience, and which is consistent with IRCC requirements	
• prepare a detailed cover letter, addressed to the appropriate IRCC Visa Office, outlining the clients' qualifications and supporting the client's candidacy for a Canadian Immigrant Visa	
• cross-check documents against application forms to ensure consistency	
• conduct final review of the client's application and related forms, supporting documents and Canadian Government processing fees	

Application Submission	(v) useful
• submit the client's application package to the appropriate IRCC Visa Office and verify its arrival	
• provide the client with his/her immigration file number (a letter issued by the Visa Office)	



Post Application Submission	(v) useful
<ul style="list-style-type: none">track the client's file through the immigration process so as to facilitate the issuance of the permanent resident visa in a timely fashion	
<ul style="list-style-type: none">apprise the client on the progress of his/her application	
<ul style="list-style-type: none">keep the client updated on any progress on the client's case and respond to all reasonable requests from and/or on behalf of the client	
<ul style="list-style-type: none">liaison between the Canadian Government and the client	
<ul style="list-style-type: none">intervene with Canada's authorities in the event of any problems related to the processing of the application	
<ul style="list-style-type: none">handle all correspondence with IRCC on the client's behalf in respect to the client's application	
<ul style="list-style-type: none">make additional written and/or oral representation to the IRCC Office and/or to the other related Canadian Government agencies, as necessary	
<ul style="list-style-type: none">counsel the client in respect of his settlement and social, professional and intercultural integration	
<ul style="list-style-type: none">perform all duties on behalf of the client competently and in a professional and timely manner	

Selection Interview	(v) useful
<ul style="list-style-type: none">prepare the client in advance, if a Selection Interview with a IRCC Officer is requested	
<ul style="list-style-type: none">make resources available to the client, prior to the selection interview, for the purpose of gaining employment in the Canadian labour market	

Hearings/Appeals/Detentions	(v) useful
<ul style="list-style-type: none">prepare the client in advance before appearing for the refugee claim/eligibility hearing at the IRB	
<ul style="list-style-type: none">represent the client in all hearings at the IRCC/IRB in respect to the client's application	



Possible Client Responsibilities and Commitments

Prior to Application Submission	(v) useful
<ul style="list-style-type: none"> provide to the RCIC evidence of qualifications in support of education, training, work experience, and civil status 	
<ul style="list-style-type: none"> provide to the RCIC all documents in support of application, as listed on provided checklist (e.g., birth and marriage certificates, divorce decrees, police clearances, etc.) 	
<ul style="list-style-type: none"> provide RCIC with access to any pertinent legal or legally relevant documents and information 	
<ul style="list-style-type: none"> provide to the RCIC all information requested by the Canadian Immigration Authorities in a timely, accurate, honest and forthright manner 	
<ul style="list-style-type: none"> provide additional evidence, as required 	
<ul style="list-style-type: none"> provide all documents in French or English, or accompanied by a French or English translation 	
<ul style="list-style-type: none"> obtain certified documents, upon request of RCIC 	
<ul style="list-style-type: none"> sign a Use of Representative Form (IMM 5476) 	
<ul style="list-style-type: none"> mutually agree upon a reasonable length of time to submit documents to the RCIC 	
<ul style="list-style-type: none"> fully disclose to the RCIC all information related to any and all current or prior criminal charges and/or convictions, as well as any health problems suffered by the client or any of his/her dependents 	
<ul style="list-style-type: none"> follow the guidance of the RCIC with regard to the process of medical and security clearances 	
<ul style="list-style-type: none"> follow the RCIC's reasonable instruction in order to maximize eligibility 	
<ul style="list-style-type: none"> refrain from performing any activity pertaining to the case without the prior knowledge/advice/opinion of the RCIC 	
<ul style="list-style-type: none"> review and sign off on draft forms, as provided by RCIC 	
<ul style="list-style-type: none"> review application forms for accuracy, completeness, and truthfulness 	
<ul style="list-style-type: none"> provide accurate and honest information 	
<ul style="list-style-type: none"> provide declarations, documents and/or testimonies which are honest and representative and assume full responsibility for such items 	
<ul style="list-style-type: none"> provide a truthful and accurate narrative for the Personal Information Form (PIF) 	
<ul style="list-style-type: none"> pay the RCIC for services rendered in the event false, misleading or inaccurate information was provided by the client 	
<ul style="list-style-type: none"> immediately advise the RCIC of any change in the marital, family, or civil status, employment status, or change of physical address or contact information for any person included in the application 	
<ul style="list-style-type: none"> inform the RCIC of business and legal affairs and fully cooperate with the RCIC in his/her representational efforts 	



Prior to Application Submission (cont'd)	(v) useful
<ul style="list-style-type: none">demonstrate possession of sufficient funds so as to be able to support the client and / or dependents upon arrival in Canada	
<ul style="list-style-type: none">agree to pay all Government fees, upon request of RCIC	
<ul style="list-style-type: none">agree to pay all disbursement fees and service fees immediately upon receipt of invoice from the RCIC	
<ul style="list-style-type: none">respond to the RCIC in a timely and efficient manner	
<ul style="list-style-type: none">facilitate submission of the application package to the appropriate IRCC visa office	
<ul style="list-style-type: none">accept that information will be disclosed to the Agent(s) and Employee(s) of the RCIC	
<ul style="list-style-type: none">agree to seek independent legal advice regarding this Agreement, as needed	
<ul style="list-style-type: none">agree that if the client terminates the professional relationship with the RCIC, the RCIC will close the file and return to the client any unused fees	
<ul style="list-style-type: none">pay fees for all work done and expenses incurred for services rendered by the RCIC up to the date of termination, should the client chose to terminate the professional relationship	
<ul style="list-style-type: none">pay fees for all work done and expenses incurred for services rendered by the RCIC up to the date of termination, in the event of termination due to conflict of interest	
<ul style="list-style-type: none">agree to be liable for all unpaid accounts rendered to the RCIC under this Agreement	

Post Application Submission	(v) useful
<ul style="list-style-type: none">notify the RCIC immediately if IRCC or ESDC should contact the client directly	
<ul style="list-style-type: none">permit the RCIC to handle all correspondence with IRCC on the client's behalf in respect to the client's application	
<ul style="list-style-type: none">obtain applicable medical and security checks, when required	
<ul style="list-style-type: none">agree to sign a new retainer agreement, or an addendum, in the event additional service is required	
<ul style="list-style-type: none">agree to self-arrange Visitor Visas for any country, if required to do so, as a result of the application process	



RA Mandatory Components

Component	<i>Retainer Agreement Regulation</i>	RA Template
Identifies client	s.5.i.a	
Name, address, telephone number of member and client	s.5.i.b	
Identify functions of other members on case	s.6.i	
Category of representation	s.5.i.c	
Matter and scope of service	s.5.1.d	
Billing method	s.9.i.a	
Fees payable	s.9.i.b	
Currency of fees	s.9.i.d	
Disbursements charged	s.11.i, s.11.ii	
Nature of other remuneration		
Applicable taxes	s.9.i.e	
Administrative fee (as required)	s.9.i.f	
Payment schedule	s.9.i.c	



Component	<i>Retainer Agreement Regulation</i>	RA Template
Refund policy	s.15.i-ii	
Member of ICCRC	s.12.i.a	
Dispute resolution process	s.12.i.b	
ICCRC contact information	s.12.i.c	
Confidentiality	s.14.i-iii	
Client authorization	s.5.iii	
Dated signature of client/designate and member	s.5.iv	



Module 3: Retainer Agreement Application

In your small group, **complete** the RA template for the client of your assigned scenario. **Apply** your knowledge of the *Retainer Agreement Regulation* and use the resources presented during the course. Be prepared to **present** your suggested components to the larger group.

1. Harry Ward, a Canadian citizen and paediatrician who works for “Doctors without Borders”, married Sally, a trained nurse and citizen of Somalia, in March 2011. Harry wishes to bring Sally Ward and her 3 children, ages 7, 5, and 3, to Canada to live with him.
2. Jassa Singh has asked you to represent him in his application for Permanent Residence under the Skilled Worker program in your province of residence.
3. Celia Bruno is a Brazilian businesswoman who owns three successful restaurants in Brazil. She wishes to immigrate to Canada and start a new business in your province of residence and has asked you to represent her case. .

Case Studies

Case study A

Client 56 has submitted a formal complaint against member Joe Smith, who has admitted to:

- a. not providing an Initial Consultation Agreement, even though Client 56 paid for such advice;
- b. not outlining his responsibilities and commitments in the retainer agreement;
- c. changing the retainer agreement without Client 56’s knowledge or consent; and
- d. not notifying Client 56 as to how personal information and documentation was to be protected.

Case Study B

Client 150 has submitted a formal complaint against member Jeannette Larose, who has admitted to:

- a. not performing her responsibilities and commitments, as per the retainer agreement;
- b. failing to identify how Client 150 would be billed for disbursements;
- c. refusing to refund Client 150 for unused fees when the client terminated the agreement; and
- d. failing to detail the dispute resolution process.



Discussion Questions:

1. What is the concern with this member?

2. What Sections of the *Retainer Agreement Regulation* has the member violated?

3. How might you prevent this situation from happening to you?

4. What disciplinary action should ICCRC take?
