

Canada-British Columbia Immigration Agreement

- 2010 -

General Provisions

1.0 Preamble

- 1.1 The Canada-British Columbia Immigration Agreement (hereinafter referred to as the "Agreement") is BETWEEN Her Majesty The Queen in right of Canada, as represented by the Minister of Citizenship and Immigration (hereinafter referred to as "Canada") and Her Majesty The Queen in right of the Province of British Columbia, as represented by the Minister of Advanced Education and Labour Market Development (hereinafter referred to as "British Columbia"):
- 1.2 **WHEREAS** section 95 of the *Constitution Act, 1867* recognizes the concurrent powers of legislation of the federal and provincial governments in immigration matters.
- 1.3 **AND WHEREAS** the Parliament of Canada has enacted the *Immigration and Refugee Protection Act, S.C., c. 27*, (hereinafter referred to as the "IRPA").
- 1.4 **AND WHEREAS** the Parliament of Canada has enacted the *Citizenship Act, R.S. 1985, c. 29*.
- 1.5 **WHEREAS**, subsection 8 (1) of the IRPA allows the Minister with the approval of the Governor in Council, to enter into an agreement with the government of any province for the purposes of this Act and subsection 5(1) of the *Department of Citizenship and Immigration Act (DCIA)* authorizes the Minister of Citizenship and Immigration, with the approval of the Governor-in-Council, to enter into agreements with provinces for the purpose of facilitating the formulation, coordination and implementation - including the collection, use and disclosure of information - of policies and program for which the Minister is responsible.
- 1.6 **AND WHEREAS** section 5, sub-paragraph (a) (i) of the *Ministry of International Business and Immigration Act, R.S.B.C. 1996, c. 304* authorizes a Minister, with the approval of the Lieutenant Governor in Council, to enter into an Agreement with the Government of Canada relating to immigration matters.
- 1.7 **AND WHEREAS** British Columbia recognizes the objectives of the IRPA to, among other things:

- a) support the development of a strong and prosperous Canadian economy in which the benefits of immigration are shared across all regions of Canada;
- b) promote the successful integration of permanent residents into Canada, while recognizing that integration involves mutual obligations for new Immigrants and Canadian society;
- c) enrich and strengthen the cultural and social fabric of Canadian society, while respecting the federal, bilingual and multicultural character of Canada; and
- d) support and assist the development of Minority Official Languages Communities in Canada.

1.8 **WHEREAS** Canada recognizes the goals of British Columbia to foster the integration and full participation of residents in the society of British Columbia, as reflected in the *Multiculturalism Act*, R.S.B.C. 1996, c. 321.

1.9 **AND WHEREAS** Canada and British Columbia are committed to an efficient and effective immigration system recognizing that:

- a) an integrated approach within Canada and abroad will best serve Canada's and British Columbia's interests related to immigration; and
- b) British Columbia has particular needs and circumstances and that these can be accommodated insofar as they are not incompatible with national immigration policy and legislation.

1.10 **AND WHEREAS** Canada and British Columbia share a mutual interest in:

- a) maximizing the contribution of immigration to the achievement of the social, demographic and economic goals of both Canada and British Columbia;
- b) minimizing costs, increasing program effectiveness and reducing unnecessary overlap and duplication; and
- c) ensuring British Columbians are aware of the benefits of immigration.

1.11 **AND WHEREAS** Canada and British Columbia wish to maintain an Agreement with regard to co-operation on immigration matters to enable British Columbia to maximize economic and social benefits of immigration to British Columbian society.

1.12 **AND WHEREAS** Canada and British Columbia share a mutual interest in enhancing social and economic ties with the Asia-Pacific region through promoting British Columbia as Canada's Pacific Gateway.

Therefore Canada and British Columbia agree to the following:

2.0 Definitions

2.1 **Definitions from the IRPA and the IRPR**

For the purposes of this Agreement and its Annexes:

- a) words used in this Agreement and its Annexes which are defined in the IRPA or in the *Immigration and Refugee Protection Regulations* (hereinafter referred to as the "IRPR"), have the same meaning as in the IRPA or the IRPR;
- b) a reference to the IRPA or the IRPR is a reference to the Act or those Regulations, as amended from time to time; and
- c) where a definition given in this Agreement and its Annexes is inconsistent with a definition given in the IRPA or the IRPR, the definition in the IRPA or the IRPR will prevail.

2.2 **Definitions in this Agreement**

For the purposes of this Agreement and its Annexes:

- a) "French Speaking Immigrant" means an Immigrant whose mother tongue is French, or whose first official language in Canada is French if their mother tongue is a language other than French or English.
- b) "Immigrant" means a permanent resident, including Convention refugees abroad and humanitarian-protected persons abroad resettled to Canada, and protected persons in Canada.
- c) "Local Government" means the council of a municipality or the board of a regional district;
- d) "Specified Humanitarian Groups Resettled from Abroad" means Refugees selected by Canada abroad and identified as persons requiring government assistance, groups who are admitted to Canada through blended initiatives such as the Joint Assistance Program, or other initiatives where Canada and private sector or non-governmental sponsoring groups share in the provision of income support and immediate essential services;
- e) "Temporary Resident," means a temporary foreign worker, an international student, or a visitor;
- f) "Minority Official Languages Communities" means French speaking communities in British Columbia;
- g) "Refugee" means a protected person under the IRPA;

- h) “Resettlement Services” means services to support the immediate and essential needs of Specified Humanitarian Groups Resettled from Abroad;
- i) “Party” means Canada or British Columbia and “Parties” means Canada and British Columbia;
- j) “Provincial Nominee” means a person who is a member of the Provincial Nominee class;
- k) “Provincial Nominee Program” means a provincial nomination agreement entered into pursuant to subsection 8 (1) of the IRPA; and
- l) “Refugee Claimant” means a person who has made a claim for refugee protection under subsection 99(3) of the IRPA.

3.0 Purpose and Objectives

3.1 Purpose

- 3.1.1 The purpose of this Agreement is to further strengthen the long-term partnership between Canada and British Columbia with respect to immigration. It defines the respective roles and responsibilities of Canada and British Columbia relating to Immigrants, Temporary Residents and sponsors under the IRPA.

3.2 Objectives

- 3.2.1 The objectives of this Agreement are, while respecting the jurisdiction of each Party, to:
 - a) support the successful settlement and integration of Immigrants and Refugees to British Columbia through programs supported by appropriate, transparent, fair, equitable and ongoing federal funding;
 - b) support Canada’s humanitarian objectives through collaboration on issues impacting Specified Humanitarian Groups Resettled from Abroad in British Columbia.
 - c) provide British Columbia with a mechanism to influence permanent and temporary immigration and related planning, policies and programs to support its particular social, demographic, economic development and labour market priorities, including skills shortages;
 - d) cooperate in the development and implementation of policies, programs and mechanisms to influence the level and composition of Immigrants to Canada and British Columbia;

- e) foster cooperation in the planning and coordination of promotion and recruitment activities abroad, including those targeting French Speaking Immigrants;
- f) cooperate to facilitate the entry of Temporary Residents and Immigrants to British Columbia through the appropriate programs;
- g) enhance collaboration to address barriers to qualifications recognition and integration of Immigrants into the labour market to ensure they have the opportunity to fully utilize their skills in the Canadian labour market as quickly as possible;
- h) foster the development of welcoming and inclusive communities;
- i) foster cooperation between the Parties to work with Local Governments on immigration-related issues;
- j) foster effective cooperation to support and assist the development of Minority Official Language Communities;
- k) foster cooperation in information sharing, research and evaluation, and in ensuring the integrity of the Parties' programs;
- l) ensure collaboration between the Parties on sponsorship, and preventing and addressing sponsorship default;
- m) foster cooperation on joint policy and program areas related to immigration health; and
- n) ensure the Parties work effectively to respond to unforeseen, temporary or permanent migratory movements as may be required.

3.3 **Annexes**

3.3.1 Along with the General Provisions, the following Annexes form part of this Agreement:

- Annex A – Responsibilities for Federally Funded Settlement and Integration Services;
- Annex B – Provincial Nominees;
- Annex C – International Students;
- Annex D - Sponsorship;
- Annex E – Immigration Health; and
- Annex F – Temporary Foreign Workers.

3.3.2 Canada and British Columbia agree to negotiate in good faith and in a timely fashion, additional Annexes to this Agreement or updates to existing Annexes, or additional memoranda of understanding that reflect the broad objectives of this Agreement, including for the implementation of information sharing commitments.

4.0 Immigration Planning and Programs

4.1 Canada will establish national immigration policies and develop an annual immigration plan in consultation with British Columbia and other provinces and territories, taking into consideration British Columbia's immigration planning, including its demographic, social and economic objectives.

4.2 British Columbia will:

- a) provide comments on Canada's immigration plan with respect to immigration to British Columbia; and
- b) provide Canada with an annual Provincial Nominee Program levels plan, to be considered in Canada's immigration projections.

4.3 In developing its annual delivery plan for national immigration targets, Canada will:

- a) consult with British Columbia on British Columbia's targets for all other classes of Immigrants and Temporary Residents; and
- b) include British Columbia's specific targets for Provincial Nominees and Canada's annual targets for government assisted refugees as they relate to British Columbia.

4.4 Canada and British Columbia will take into account the settlement and integration needs of French Speaking Immigrants in establishing priorities and developing services relevant to this Agreement and all its Annexes. More specifically, Canada and British Columbia will collaborate to enhance the vitality of Minority Official Language Communities through:

- a) Promotion and recruitment strategies that are intended to increase the number of French Speaking Immigrants; and
- b) Strengthening settlement and integration supports for French Speaking Immigrants, thereby improving the capacity of Minority Official Language Communities to receive French Speaking Immigrants and facilitating the economic, social and cultural integration of French Speaking Immigrants into Canadian society.

4.5 Canada will make all reasonable efforts to proactively manage the delivery of the immigration program to achieve the targets of British Columbia's Provincial Nominee Program levels plan bearing in mind federal priorities.

4.6 Canada will cooperate with British Columbia to provide opportunities to provincial staff for training, taking into account cost and resource constraints by either Party and, if required, negotiating cost sharing approaches. It is recognized that employees of British Columbia will be subject to security clearances required to access federal information.

4.7 British Columbia will plan to receive a share of Refugees to be resettled in the province. While this number is not expected to exceed British Columbia's percentage share of total immigration, the need for flexibility in responding to emerging humanitarian needs will be recognized. British Columbia will receive a proportion of Refugees who:

- a) are Special Needs Persons which means persons who have a greater need for settlement and integration services than other Refugees owing to personal circumstances, including: family size and composition; trauma resulting from violence or torture; medical disabilities; and/or the effects of systemic discrimination;
- b) are Vulnerable Persons which means persons in greater need of protection than other Refugees due to heightened risk to their physical safety; or
- c) are Persons in Urgent Need of Protection persons facing an immediate threat to their life, liberty or physical safety and, if not protected are likely to be killed, subjected to violence, torture, sexual assault or arbitrary imprisonment, or returned to their country of nationality or their former habitual residence.

4.8 In assigning a share of Refugees to the province, Canada will, to the extent possible,

- a) take into account, the potential financial and program impact on British Columbia resulting from the variations in the number of Persons in Urgent Need of Protection, and Vulnerable and Special Needs Persons to be settled in British Columbia; and
- b) provide notice of arrival as early as possible and work with British Columbia to coordinate communications with the community and stakeholders.

4.9 Policy and Programming Initiatives for Resettled Refugees from Abroad

The Parties jointly commit, as a mutual priority, to ensure that settlement and integration services and delivery mechanisms for Convention refugees and humanitarian-protected persons abroad resettled to British Columbia are:

- a) evidence-based and client-centered, with effective and efficient linkages between federally and provincially administered programs, services and policies; and
- b) designed to improve their initial and long term settlement outcomes and ensure that their unique or urgent settlement needs are met, including a seamless and coherent transition between programs.

Canada and British Columbia agree to work cooperatively to analyze, understand and address settlement services and delivery mechanisms through initiatives that will include, but will not be limited to, research and evaluation projects, information sharing and possible changes to existing service delivery mechanisms and coordination to ensure a seamless approach.

5.0 Consultations & Local Government

5.1 Consultation

- 5.1.1 Canada and British Columbia agree that meaningful consultation is necessary to help both Parties address their needs and objectives related to immigration.
- 5.1.2 Canada and British Columbia agree to consult each other in a timely manner on policies, legislation, programs or initiatives which could have a significant impact, fiscal or otherwise, on the operation of this Agreement, on British Columbia's immigration related plans and priorities, or on Canada's immigration system. This includes, but is not limited to: Canada's immigration policy and immigration projections; identified issues in shared immigration planning, information sharing and bilateral international arrangements.
- 5.1.3 British Columbia agrees to consult with Minority Official Languages Communities with respect to immigration matters in areas which include, but are not limited to, recruitment activities and the planning and delivery of settlement and integration services.
- 5.1.4 Canada and British Columbia will work jointly through the Joint Federal / Provincial Immigration Advisory Council to ensure stakeholder input in discussions of immigration matters.

- 5.1.5 British Columbia will participate in multilateral consultation processes associated with developing or promoting national immigration initiatives or resolving conflict.
- 5.1.6 Canada and British Columbia will consult on the development and implementation of national measures to recognize immigration representatives and / or consultants. Canada recognizes British Columbia's right to develop and implement its own measures consistent with provincial jurisdiction and federal legislation.

5.2 Local Government

- 5.2.1 Canada and British Columbia agree that Local Governments play an important role in attracting and retaining newcomers, in supporting the successful settlement and integration of Immigrants in British Columbia and in ensuring that communities are welcoming and inclusive.
- 5.2.2 Canada and British Columbia agree to cooperate to work with Local Governments in British Columbia to explore issues related to their respective interests in immigration and pursue opportunities related to communities' interests in immigration.

6.0 Promotion and Recruitment

- 6.1 Canada and British Columbia will share roles and responsibilities in the planning and implementation of immigration promotion and Immigrant recruitment activities abroad, recognizing Canada's responsibility for coordinating such activities on a national level and British Columbia's intent to pursue an immigration recruitment policy to meet its demographic, social and economic objectives.
- 6.1.1 The Parties will work together in the following areas, as appropriate:
- a) British Columbia will endeavour to provide Canada with information regarding the province's demographic, educational, labour market and other needs as permitted under its privacy laws and Canada will ensure that this information is made available to qualified prospective Immigrants and Temporary Residents; and
 - b) Canada will endeavour, subject to resource availability, to provide information to British Columbia about optimum recruitment opportunities through Canadian missions abroad and to work with British Columbia's overseas representatives in order to meet British Columbia's Immigrant and Temporary Resident needs.

6.1.2 Canada and British Columbia agree to co-operate in the targeted promotion and recruitment of Immigrants and Temporary Residents, including Provincial Nominees and temporary foreign workers.

6.1.3 In furtherance of the objectives of the Agreement and its Annexes, British Columbia will undertake targeted active recruitment initiatives which,

a) may include:

- (i.) participation at trade fairs and other targeted missions, including those which target French Speaking Immigrants;
- (ii.) development of promotional materials describing the nature and quality of life in British Columbia;
- (iii.) provision of information on a British Columbia-maintained website;
- (iv.) preparation of information for staff working in Canadian missions abroad; and
- (v.) targeted promotion to Temporary Residents present in British Columbia; and

b) shall include:

- (i.) consultation with representatives of Minority Official Languages Communities related to promotion and recruitment activities; and
- (ii.) consultation with regional and community representatives.

6.1.4 Canada agrees to make all practical efforts to assist British Columbia to identify prospective Immigrants and Temporary Residents to fulfill British Columbia's targets in its labour market strategy Provincial Nominee levels plan as agreed upon by both Parties, subject to operational and resource constraints. This includes:

- a) directing potential applicants through Citizenship and Immigration Canada's website, to visit the website designated by British Columbia;
- b) displaying promotional materials provided by British Columbia at selected Canadian missions abroad;
- c) participating in provincially initiated missions to attract permanent residents and temporary foreign workers within the limits of mission resources;
- d) working with British Columbia's overseas representatives;
- e) inviting British Columbia to participate, as appropriate, in training or information sharing exercises with program managers and other visa office staff to communicate British Columbia's specific needs and opportunities;

- f) inviting British Columbia to participate in national initiatives that provide opportunities to identify and recruit Immigrants and temporary foreign workers; and
- g) sharing of labour market and demographic information.

6.1.5 British Columbia may enter into agreements with other parties for the purposes of promotion and recruitment and in so doing will:

- a) require third parties to respect the terms and conditions of this Agreement and its Annexes; and
- b) advise Canada of such third party agreements.

6.1.6 Subject to section 6.1.5, this Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.

7.0 Selection and Inadmissibility

7.1 In accordance with the IRPA and the IRPR, Canada will have responsibility for:

- a) determining federal objectives relating to immigration;
- b) establishing selection criteria and selecting foreign nationals, taking into account the role of British Columbia in nominating Provincial Nominees;
- c) determining Refugee status;
- d) prescribing classes of Immigrants and Temporary Residents; and
- e) defining and determining which persons are inadmissible to Canada.

7.2 British Columbia's authority to nominate Provincial Nominees is established under Annex B of this Agreement.

7.3 British Columbia will be consulted and have the opportunity to influence selection and policies, taking into account the specific goals of the province, the need to maintain national standards, and resource constraints of Canada.

7.4 British Columbia will be responsible for the assessment and nomination of Provincial Nominees. Canada will respect the nomination decision of British Columbia insofar as nominations are consistent with the IRPA, the IRPR or any successor legislation and regulations, the terms of this Agreement and its Annexes and the eligibility criteria set out by British Columbia.

- 7.5 Canada will consult with British Columbia in cases where an application has been made for a visitor visa where the applicant is coming to Canada for the distinct purpose of receiving medical care and where the applicant will be potentially assessed as medically inadmissible to Canada.
- 7.6 Canada has the sole authority to decide whether persons who are determined to be medically inadmissible should be permitted to come into Canada and may issue a temporary resident permit where an officer determines it justified.
- 7.7 Canada will consult with British Columbia on medically inadmissible cases destined for British Columbia in instances where Canada is considering issuance of a temporary resident permit. British Columbia will have the authority to make recommendations on whether these cases should be permitted to enter Canada.
- 7.8 With written notice, British Columbia may waive its right to be consulted for specified groups of medically inadmissible cases.

8.0 Settlement, Integration and Refugee Resettlement

- 8.1 British Columbia is responsible for the design, administration and delivery of federally funded settlement and integration services in British Columbia as outlined in sections 3.0 and 4.0 of Annex A of this Agreement.
- 8.2 Canada agrees to provide appropriate, transparent, fair, equitable, and ongoing funding for the purposes of design, administration, delivery, performance measurement and evaluation of settlement and integration services delivered in British Columbia, as outlined in Annex A.
- 8.3 Canada will be responsible for the design, administration and delivery of Resettlement Services in British Columbia, as outlined in Annex A.
- 8.4 Canada will be responsible for the design, administration and delivery of federally funded Immigrant settlement and integration services in British Columbia should Annex A be terminated.
- 8.5 Canada will work in cooperation with British Columbia to secure better recognition of the foreign qualifications of permanent residents and their more rapid integration into the labour market. This does not preclude either Party from taking independent action to address qualifications recognition in British Columbia. However, as this is an area of provincial jurisdiction, Canada agrees to consult with British Columbia on foreign qualification recognition activities that it engages in.

9.0 Citizenship

- 9.1 Canada and British Columbia will work together to promote full participation of Immigrants in British Columbia communities and Canadian society, respecting Canada's responsibility for determining statutory requirements related to obtaining Canadian citizenship.

10.0 Implementation

10.1 Governance

- 10.1.1 The Agreement Management Committee (AMC) has a general mandate to oversee the implementation of this Agreement, including discussion and exchange of information, dispute resolution, managing collaborative programs, and making decisions or recommendations, as appropriate, on matters pertaining to this Agreement. The AMC is the forum for raising new immigration issues not addressed in this Agreement.
- 10.1.2 The AMC will be co-chaired by the Assistant Deputy Minister of the Labour Market and Immigration Division, British Columbia Ministry of Advanced Education and Labour Market Development, and the Assistant Deputy Minister, Strategic and Program Policy, Citizenship and Immigration Canada, or their designates where mutually agreed upon. Other members of the AMC shall include Citizenship and Immigration Canada Regional and National Headquarters officials, the British Columbia Labour Market and Immigration Division, Ministry of Advanced Education and Labour Market Development; and, as appropriate, representatives of other federal departments and provincial ministries responsible for programs and services related to immigration.
- 10.1.3 The AMC will meet face-to-face once annually, alternating between Ottawa and British Columbia. The purpose of these meetings will be to engage in broad discussions relating to the overall management of this Agreement and innovative approaches to addressing immigration matters.
- 10.1.4 The AMC may establish federal-provincial ad hoc groups or sub-committees, with third party participation if appropriate, for the purpose of implementing this Agreement. These groups and sub-committees:
- a) may develop and recommend to the AMC additional collaborative activities or initiatives in support of this Agreement; and
 - b) will establish their terms of reference and reporting obligations, subject to approval by the AMC.
- 10.1.5 At least two additional meetings will be held via teleconference of a core working group of AMC members to address issues arising between annual meetings of AMC and monitor the work of the sub-committees.

10.2 **Multilateral Forums**

10.2.1 Nothing in this Agreement is intended to preclude the Parties from fully participating in multilateral forums. Decisions made in the multilateral forums will not supersede the terms agreed upon in this Agreement and its Annexes; however, both Parties agree to make best efforts to make them complementary.

10.3 **Dispute Resolution Process**

10.3.1 In the case of a dispute or disagreement under this Agreement, the respective officials from Canada and British Columbia will attempt to resolve the matter through information sharing and communications.

10.3.2 In the event that respective officials from Canada and British Columbia are unable to resolve the dispute or disagreement expeditiously, it will be referred to the AMC, accompanied by relevant facts and steps taken to reach resolution. Such procedures will provide equal opportunities for representation by each Party, establish clear time limits, and ensure clarity for the implementation of final decisions.

10.3.3 The AMC will develop dispute management and resolution procedures within one (1) year of the coming into force of this Agreement. Such procedures will establish the principles to be followed, the steps to be taken to resolve disputes, including the referral of unresolved disputes or disagreements to more senior levels, provide equal opportunities for representation by each Party, establish clear time limits and ensure clarity of the implementation of final decisions.

10.3.4 If a dispute or disagreement remains unresolved following referral to the AMC, the Assistant Deputy Minister, Strategic and Program Policy, Citizenship and Immigration Canada and the Assistant Deputy Minister of the Labour Market and Immigration Division, British Columbia Ministry of Advanced Education and Labour Market Development, will jointly determine the process toward resolution.

10.4 **Information Sharing**

10.4.1 Canada and British Columbia share a mutual interest in collaborating to:

- a) enhance consultation and information sharing in order to meet the needs of Immigrants, including prospective Immigrants and Temporary Residents, and to improve settlement and integration outcomes;
- b) maintain and develop effective information sharing mechanisms;
- c) jointly explore mechanisms to provide personal identifiers on all classes of immigrants including Temporary Residents destined to or landed in British Columbia;

- d) foster cooperation in research and information sharing;
- e) ensure that policy development is informed by research and analysis of mutual interest; and
- f) support policies, strategies and program development through information sharing.

- 10.4.2 To facilitate the implementation of the activities of this Agreement, including all of its Annexes, Canada and British Columbia agree to exchange information as permitted by applicable laws and policies governing the protection, exchange and disclosure of information. In the case of Canada, personal information will be collected, used, disclosed, retained and disposed of, in accordance with the *Canadian Charter of Rights and Freedoms*, the *Privacy Act*, the *Access to Information Act*, the *IRPA*, the *IRPR*, the *Citizenship Act*, the *Department of Citizenship and Immigration Act*, the *Library and Archives of Canada Act*, and the Government of Canada's security policy and supporting operating directives and guidelines, covering the administrative, technical and physical safeguarding of personal information. In the case of British Columbia, personal information will be disclosed in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C 1996, c. 165 (FOIPPA). Nothing in this Agreement authorizes the disclosure of personal information. Separate arrangements or agreements will be negotiated between Canada and British Columbia, as and when required, authorizing the exchange of personal information and defining the terms for disclosure.
- 10.4.3 The mechanisms by which information is to be shared between Canada and British Columbia and the conditions for the use of the information will be agreed to in a separate Memorandum of Understanding.
- 10.4.4 Annex F (Provision of Information on Immigrant Landings) and Annex G (Canada-British Columbia Memorandum of Understanding on Information-Sharing on Immigration and Social Assistance) to the Agreement for Canada-British Columbia Co-operation on Immigration, dated April 5, 2004, shall continue in force until new Annexes or Memoranda of Understanding that cover the same matters are signed and enter into force, at which time these Annexes will be terminated.
- 10.4.5 Nothing in this Agreement is intended to restrict the ability of the Parties to enter into other agreements or arrangements related to the sharing of personal information that does not take place pursuant to this Agreement.
- 10.4.6 Canada and British Columbia agree to inform each other in a timely manner of any immigration-related information sharing and research agreements, formal arrangements or formal negotiations related to information sharing with government departments, municipalities and other parties concerned under British

Columbia's jurisdiction, such as school boards, professional, occupational and similar licensing bodies, quasi-governmental organizations and provincial crown corporations, settlement agencies, and Immigrant serving agencies.

10.4.7 Canada and British Columbia will establish mutually acceptable procedures, subject to section 10.4.2 for Canada to provide statistical reports to British Columbia on:

- a) individuals destined to British Columbia whose immigration applications are being considered by Canada;
- b) the issuance of immigrant visas to persons destined to the Province;
- c) landings of persons destined to British Columbia;
- d) temporary resident permits, work permits, and study permits issued to applicants destined to the Province;
- e) additional reports as agreed to by both Parties.

10.4.8 Canada and British Columbia agree to promote immigration research, to consult annually on research priorities and planned research activities, and to co-operate on common research initiatives as appropriate.

10.5 **Program Integrity**

10.5.1 Canada and British Columbia will cooperate to the extent possible to ensure the integrity of their respective programs, including but not limited to activities such as:

- a) sharing information and intelligence related to program developments overseas and within Canada, including immigration trends and analysis;
- b) conducting and disseminating research, and identifying knowledge gaps related to immigration priorities;
- c) establishing mutual reporting arrangements;
- d) working collaboratively with other agencies, as required, to address issues relating to inadmissibility, including anti-fraud activities; and
- e) investigating potential program abuse to ensure ongoing rigour and confidence in the immigration program.

10.5.2 Canada and British Columbia recognize the importance of evaluating the programs, policies and initiatives that are implemented under this Agreement in

order to design or improve the design of policies, programs and initiatives, and to assess policy or program relevance and effectiveness, impacts both intended and unintended, and alternative ways of achieving expected results. Both Parties agree that all activities receiving federal funding through this Agreement and its Annexes are to be evaluated on a regular cycle. The evaluations must meet generally accepted methods for evaluation.

10.5.3 Where applicable, Annexes establish the evaluation requirements specific to the program(s) discussed in the Annex and the corresponding accountabilities of Canada and British Columbia.

10.5.4 In addition to the requirements specified in each Annex, Canada and British Columbia agree to:

- a) exchange evaluation plans that outline the planned evaluations for activities under this Agreement;
- b) exchange evaluation frameworks / performance measurement strategies for activities under this Agreement;
- c) exchange the reports of all evaluations that pertain to activities under this Agreement; and
- d) Participate in national evaluations upon the agreement of both Parties.

10.6 **Communication**

10.6.1 The Parties agree that Canadians have a right to transparency and public accountability, which is facilitated through the provision of full information about the benefits of this Agreement.

10.6.2 Canada and British Columbia will provide sufficient advance notice to each other of announcements relating to funding and new initiatives relevant to this Agreement (including those involving third-party projects or organizations) to explore the possibility of joint communications by the Parties.

10.6.3 When Parties have agreed that an announcement will be joint, communications material will reflect the graphic guidelines of both orders of government (including the wordmark for the Government of Canada) and be available in both of Canada's official languages. Canada will assume responsibility for translation of joint communications products.

10.6.4 All communications materials referring to projects funded under this Agreement will clearly acknowledge the contribution made by Canada through the inclusion of the "Canada" wordmark and/or a tagline that reads "This [project/initiative/etc.] is made possible through funding from the Government of Canada." If both orders

of government contributed then, “This [project/initiative/etc.] is made possible through funding from the Government of Canada and the Province of British Columbia”. If both orders of government contributed funds, then the first mentioned will be the one that contributed more funds.

- 10.6.5 All agreements between the Government of British Columbia and a third-party organization regarding federal funding for settlement and integration services will contain a clause requiring the recipients to recognize the Government of Canada’s financial contribution in all communications materials through the inclusion of the “Canada” wordmark and/or a tagline that reads, “This [project/initiative/etc.] is made possible through funding from the Government of Canada”.
- 10.6.6 Communications materials referred to in sections 10.6.4 and 10.6.5 include, without limitation, major public events or announcements, as well as communications products such as speeches, press releases, brochures, fact sheets, websites, advertising, promotional material and signage.

10.7 **Further Negotiation**

- 10.7.1 Canada and British Columbia agree to negotiate, in good faith and in a timely fashion:
- a) to collaborate in the development and implementation of strategies to address barriers to qualification recognition and integration of Immigrants into the labour market;
 - b) approaches to address new immigration priorities or developments;
 - c) to work together to address issues related to Refugees and Refugee Claimants; and
 - d) other immigration-related subjects as mutually agreed upon.

10.8 **Term and Amendments**

- 10.8.1 The French and English language versions of this Agreement are equally authoritative.
- 10.8.2 This Agreement will be valid for five (5) years from the date of its coming into force.
- 10.8.3 The Parties agree to evaluate the effectiveness of the Agreement no later than twelve (12) months prior to expiry.
- 10.8.4 Upon mutual consent of both Parties in writing, the terms and conditions of this Agreement and its Annexes can be extended at any time prior to its expiry, subject

to any required approval or authorization including the approval of the Governor in Council.

- 10.8.5 This Agreement may be amended by the mutual written consent of the Parties, subject to any required approval or authorization including the approval of the Governor in Council.
- 10.8.6 Either Party may terminate this Agreement at any time by providing at least six (6) months notice in writing to the other Party. Upon notice of termination, the AMC will negotiate a transition strategy.
- 10.8.7 Specific arrangements for the duration, amendments and termination as detailed in any Annexes to this Agreement take precedence over sections 10.8.2, 10.8.4, 10.8.5 and 10.8.6 of the General Provisions. The termination of an Annex to this Agreement does not affect the continuation of the General Provisions. Similarly, the termination of the General Provisions does not affect the continuation of an Annex and all provisions of this Agreement necessary to give full force and effect to the intent of the Annexes will survive termination of the Agreement to the extent necessary.
- 10.8.8 In keeping with the purpose and objectives of this Agreement, Canada will be open and transparent concerning agreements reached with other provinces and territories respecting immigration and, upon request by British Columbia, Canada will negotiate amendments to this Agreement taking into consideration the different needs and circumstances of British Columbia.
- 10.8.9 The commitments pursuant to this Agreement will not be interpreted by either Party to impose legal, financial or other obligations beyond whatever specific arrangements and conditions are already in operation or are mutually agreed upon.
- 10.8.10 Subject to section 10.4.4, upon signature of this Agreement by the last of the Parties to this Agreement, the Agreement for Canada-British Columbia Co-operation on Immigration – 2004 is terminated.

11.0 Notices

- 11.1 Any notice to be delivered under this Agreement and all its Annexes should be sent to the Party concerned as follows as well as to additional designated representatives, as and where identified in any of the Annexes to this Agreement:

Address for notice to Canada

Deputy Minister
Citizenship and Immigration Canada
365 Laurier Avenue West
Ottawa, Ontario K1Z 1L1

Address for notice to British Columbia

Deputy Minister
Ministry of Advanced Education and Labour Market Development
P.O. Box 9213 Stn. Prov. Govt.
Victoria, British Columbia V8W 9J1

- 11.2 Any notice, information or document provided for under this Agreement and its Annexes may be delivered or sent by letter, electronic mail or facsimile, postage or other charges prepaid. Any notice that is delivered will be deemed to have been received on delivery; any notice sent by electronic mail or facsimile will be deemed to have been received one working day after having been sent, and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed.
- 11.3 This Agreement will come into force when signed by the last of the Parties to do so.

IN WITNESS WHEREOF this Agreement has been signed by the Parties on the dates written below.

FOR THE GOVERNMENT OF CANADA

_____	_____	_____
Witness	Date	The Honourable Jason Kenney Minister, Citizenship and Immigration

FOR THE GOVERNMENT OF BRITISH COLUMBIA

_____	_____	_____
Witness	Date	The Honourable Moira Stilwell Minister of Advanced Education and Labour Market Development

Canada-British Columbia Immigration Agreement

- 2010 -

Annex A: Responsibilities for Federally Funded Settlement and Integration Services

1.0 Purpose

1.1 The purpose of this Annex is to confirm:

- a) shared principles under which both Parties operate with respect to matters dealt with in this Annex;
- b) roles and responsibilities of Canada and British Columbia for federally funded settlement and integration services;
- c) British Columbia's primary responsibility for the design, administration and delivery of federally funded settlement and integration services; and to
- d) the intention of the Parties to enhance the shared accountability and reporting mechanisms to be undertaken by both Parties in order to maintain the efficient and effective delivery and administration of settlement and integration services.

2.0 Shared Vision and Principles

2.1 Canada and British Columbia recognize the importance of facilitating the settlement and integration of Immigrants and Refugees, which includes building and supporting welcoming and inclusive communities, acknowledging that both orders of government have a role in that process. As such, Canada and British Columbia agree that:

- a) integration is a two-way process, which involves commitment on the part of Immigrants and Refugees to adapt to life in Canada and on the part of Canadians to welcome and adapt to new people and cultures;
- b) the ability of Immigrants and Refugees to communicate in one of Canada's official languages is key to settlement and integration;
- c) economic self-sufficiency and participation in the social, political and cultural dimensions of life in Canada are important for the successful settlement and integration of Immigrants and Refugees, and it is important that the contributions of newcomers in these areas are recognized and valued by host communities;

- d) labour market integration of Immigrants and Refugees is key to achieving economic self-sufficiency, and is a key priority in supporting Canada's future economic development;
- e) Immigrants and Refugees facing significant barriers to successful settlement and integration, and who are deemed most in need within the community, are a priority;
- f) communities and workplaces that are welcoming and inclusive are integral to the successful settlement and integration of newcomers;
- g) settlement and integration services should be flexible and responsive to individual and community needs, with outcomes being reasonably comparable across Canada;
- h) working together to ensure accountability for federally funded settlement and integration services, including defining, measuring and reporting on outcomes for Immigrants and Refugees is of high importance to both orders of government to support responsive, efficient and effective settlement and integration services; and
- i) coordination and communication between Canada and British Columbia are key to successful delivery of programs when the responsibilities of the two orders of government intersect or are shared.

3.0 Scope of Settlement and Integration Services

3.1 Settlement and integration services, which are designed, administered and delivered by British Columbia under the terms of this Annex, may include, but are not limited to, the following:

- a) information and orientation - information products preparation and distribution, orientation and information sessions, promotion and outreach;
- b) language and skills development – language assessment, referrals, and training, including preparation of instructional materials, tools and guidelines, as well as other skills development such as labour market focused language training, and life-skills training;
- c) community connections and sectoral supports – public awareness, cultural awareness, anti-racism initiatives, and community level engagement initiatives, volunteer recruitment and support, newcomer and host matching, immigration portal, immigrant service sectoral supports and professional development;

- d) labour market participation – labour market bridging, job search skills, labour market information, workplace orientation, business activity preparation and mentoring;
- e) support services - reception, interpretation, translation, settlement counselling, provision of enabling services such as child-minding and transportation services to facilitate program access; and
- f) needs assessment: assessment and referrals to federally funded settlement and integration services as well as other relevant services.

4.0 Eligible Clients

4.1 “Eligible Clients” for federally funded settlement and integration services in British Columbia and, in the case of section 4.1.(d), with respect to those destined for British Columbia are:

- a) permanent residents of Canada;
- b) protected persons as defined in section 95 of the IRPA;
- c) individuals who have been selected, in Canada, to become permanent residents (pending medical, security and criminal verifications) and who have been informed of this by a letter from Citizenship and Immigration Canada;
- d) while recognizing federal jurisdiction for programming overseas, and in consultation with Canada, foreign nationals who have been selected overseas to become permanent residents (pending verifications) and who have been informed of this by a letter from Citizenship and Immigration Canada; and
- e) live-in caregivers who are in Canada with a work permit under the Live-in Caregiver Program.

4.2 The Parties jointly commit to feasibility studies, research and analysis that will inform the expansion of eligibility criteria as appropriate.

4.3 Notwithstanding the above eligibility criteria for direct service delivery, federal settlement funds may be used for initiatives that support the development of welcoming and inclusive communities, including those services referenced in section 3.1(c) of this Annex.

5.0 Roles and Responsibilities

5.1 Canada will:

- a) subject to the provisions in section 6.0 of this Annex, provide ongoing funding to British Columbia to support the design, administration, delivery, performance measurement and evaluation of settlement and integration services;
- b) ensure that services for Convention refugees abroad and humanitarian-protected persons abroad as described in the IRPR and resettled in British Columbia are provided with:
 - (i) income support during their initial period in Canada; and
 - (ii) immediate essential services such as port of entry reception, onward destining, reception at final point of destination, temporary accommodation, linkage to income support, initial counselling, referral to specialized counselling or services, and linkages to regular settlement and other human services.
- c) continue to provide settlement and integration services at the federal level, including:
 - (i) port of entry “Welcome to Canada” information services for all Immigrants and Refugees;
 - (ii) information and advice to assist in planning and delivery of settlement and integration services on matters such as immigration trends, research findings, and relevant federal policies; and
 - (iii) orientation overseas.
- d) establish and chair a multilateral working group for the development of, and ongoing enhancements to, an accountability framework that will include:
 - (i) comparable outcomes;
 - (ii) a multilateral planning process; and
 - (iii) an ongoing performance measurement and reporting strategy.

5.2 British Columbia will:

- a) design, administer and deliver settlement and integration services in accordance with the terms of this Annex;

- b) work cooperatively with other stakeholders to ensure their involvement in identifying existing and emerging settlement and integration needs and in setting priorities for the provision of settlement and integration services through a process that:
 - (i.) takes into consideration the interests of affected communities, including Minority Official Language Communities, consistent with the requirements of section 4.4 of the General Provisions of the Agreement;
 - (ii.) draws on consultations with a wide range of stakeholders, including settlement and mainstream service providers, umbrella organizations and clients, and invites Canada's participation in these consultations to the fullest extent possible;
 - (iii.) draws on information about immigration and integration trends, best practices, research results; and
 - (iv.) is at arm's length from specific funding decisions that may be perceived as conflict of interest situations.
- c) administer the funds transferred under this Annex in a way that:
 - (i.) ensures that a broad range of service providers are eligible for funding, with service quality and cost effectiveness as key considerations;
 - (ii.) acknowledges federal funding contributions as outlined in sections 10.6.4 and 10.6.5 of the General Provisions of the Agreement; and
 - (iii.) ensures that federally-funded settlement and integration will not be offered for profit, and that Eligible Clients do not pay user fees for federally-funded services.
- d) ensure that all ministries involved in delivering federally funded settlement and integration services meet the reporting requirements set out in this Annex;
- e) agree to take into account the needs of the Minority Official Language Communities and Eligible Clients when developing program priorities for settlement and integration services through consultation with organizations that provide settlement and integration services, and with organizations representative of the Minority Official Language Communities;
- f) In delivering settlement and integration services, British Columbia will actively offer its services in either of Canada's official language where there is significant demand. And, taking into consideration the spirit and intent of Canada's *Official Languages Act*, British Columbia is responsible to determine, in consultation with Canada what constitutes "significant demand" for the purposes of

communication with, and the provision of services to, persons requiring settlement and integration services.

- g) provide a service plan and annual report as outlined in section 7.4 of this Annex;
- h) participate in the multilateral working group on accountability that will develop a national accountability framework; and
- i) include, where reasonable and to the fullest extent possible, elements of the national accountability framework in British Columbia's accountability framework in order to measure and report on comparable outcomes.

5.3 Shared Roles and Responsibilities

5.3.1 Canada and British Columbia agree to work together and with other provinces and territories to:

- a) define what constitutes "reasonably comparable" settlement and integration services and update the definition when necessary;
- b) use efforts to provide services that are reasonably comparable across Canada;
- c) enable the availability of effective orientation abroad for potential Immigrants and Refugees on settlement and integration challenges in Canada;
- d) develop and distribute orientation materials in Canada in partnership with stakeholders;
- e) coordinate overseas activities and work to address the implications for services delivered in Canada;
- f) define and pursue, with other stakeholders, appropriate research projects that will improve understanding of the settlement and integration process and help people make informed decisions on the best use of public funds to facilitate this process;
- g) improve Canadians' understanding of the impact of immigration, and promote an understanding of integration as embodied in section 2.1(a) of this Annex;
- h) within a multilateral forum, identify priority areas for funding under the Innovation Fund and share, for information purposes, the list of projects chosen for funding under the Innovation Fund and ensure a coordinated approach is taken to complement existing programs and services and avoid overlap and duplication.

- i) to the extent permitted by law, exchange information and best practices related to the settlement of Refugees and Immigrants in order to inform policy and program development and evaluation; and
- j) develop and work toward the implementation of a national accountability framework that includes a reporting structure for results that defines common outcomes and indicators in order to measure results in a manner that enables comparability across Canada.

6.0 Financial Arrangements

- 6.1 All references to funding commitments or payments on the part of Canada including contributions or other types of transfers, that are contained in this Agreement are subject to Parliamentary appropriations. Such commitments or payments shall only be in accordance with the *Financial Administration Act* and all related policies on the part of Canada.
- 6.2 In accordance with section 8.2 of the General Provisions of the Agreement, Canada agrees to provide appropriate, transparent, fair, equitable, and ongoing funding for the purposes of design, administration, delivery, performance measurement and evaluation of settlement and integration services delivered in British Columbia, as per the terms of this Annex.
- 6.3 Canada's continuing role will include the allocation annually to British Columbia of a share of funding available for settlement and integration services based upon an allocation model developed in consultation with British Columbia and other provinces and territories.
- 6.4 Canada will inform British Columbia by April 1 of each year of the amount of funding planned to be available nationally for the subsequent three (3) fiscal years, subject to appropriations by Parliament.
- 6.5 Canada will inform British Columbia by November 1 of each year of its share of immigration for the purposes of calculating British Columbia's allocation for the next fiscal year.
- 6.6 For the 2009-2010 fiscal year, British Columbia will receive \$120,729,982 in funding to support the design, administration, delivery, performance measurement and evaluation of the settlement and integration services¹. This amount includes funding to support activities related to an immigration portal, enhanced language training and welcoming communities initiatives. British Columbia will also receive \$7,325,155 for administration in 2009-2010.

¹ Does not include \$6,114,318 that was included in the Citizenship and Immigration Canada 09/10 funding letter, given that this amount will be retained by Citizenship and Immigration Canada for the Innovation Fund.

- 6.7 Canada agrees to provide annual funding to British Columbia for administrative costs according to an established formula determined in consultation with British Columbia, and Manitoba.
- 6.8 Canada will make payments to British Columbia for the fiscal year allocation in accordance with all requirements of the law and with standard federal practices, including the requirements of the *Financial Administration Act*, the *Federal Accountability Act*, and the Alternative Funding Arrangement.
- 6.9 British Columbia will inform Canada in writing, and at the earliest possible opportunity, of any reductions in their own level of spending on settlement and integration services.

7.0 Implementation

7.1 Governance

7.1.1 In accordance with section 10.1.1 of the General Provisions of the Agreement, the Agreement Management Committee (AMC) will determine the appropriate mandate, structure and reporting requirements for the implementation of this Annex.

7.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:

- a) for Canada, the Director, Horizontal Policy Development and Coordination - Integration Branch, Citizenship and Immigration Canada; and
- b) for British Columbia, the Executive Director, Immigration and Welcome BC Branch, British Columbia Ministry of Advanced Education and Labour Market Development.

7.2 Dispute Resolution Process

7.2.1 In the case of a dispute or a disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined in section 10.3 of the General Provisions of the Agreement.

7.3 Information Sharing

7.3.1 All arrangements made for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

7.4 Program Integrity

- 7.4.1 Planning of federally funded settlement and integration service provision in British Columbia will be undertaken as follows.
- 7.4.2 British Columbia will provide Canada by May 31 of each year with an annual three-year service plan which includes the elements outlined in Appendix 1: Annual Service Plan of this Annex.
- 7.4.3 Respecting British Columbia's responsibilities and jurisdiction under this Agreement, by mutual agreement, the service plan template in "Appendix 1: Annual Service Plan" may be revised to ensure it is reasonably consistent with planning requirements developed through the multilateral planning process as referenced in section 5.1(d) of this Annex;
- 7.4.4 British Columbia is committed to evaluating all federally funded settlement and integration services in British Columbia, including programs, projects and initiatives, and will inform Canada of all evaluations planned and of evaluation results in annual service plans and reports to Citizenship and Immigration Canada (CIC). For all programs and their components, British Columbia will complete evaluations of these services on a five (5) year cycle and will:
1. develop an evaluation framework that adheres to commonly accepted evaluation practices and methodologies;
 2. submit the evaluation framework for approval by the AMC;
 3. upon completion of evaluations, submit the evaluation reports to the AMC for review before finalization; and
 4. within three (3) months of finalization of the evaluation reports, provide copies to Canada.
- 7.4.5 As set out in section 6.0, this Annex transfers administration funding to British Columbia. One of the intended uses of this funding is evaluation as referred to in section 7.4.4.

- 7.4.6 Reporting for federally funded settlement and integration services in British Columbia will be undertaken as follows:
- a) British Columbia will provide Canada with an annual report for the period covered by the previous fiscal year by August 31st of each year, on the funds transferred by Canada under this Annex and the results achieved.
 - b) the annual report will demonstrate that 100% of the funds provided under this Annex were:
 - (i.) used in a way consistent with the shared principles agreed to by the Parties; and
 - (ii.) spent exclusively on the design, administration, delivery, performance measurement and evaluation of settlement and integration services as per the terms of this Annex.
 - c) the annual report will include the elements outlined in “Appendix 2: Annual Report” and “Appendix 3: Data to be Included in the Annual Report”.
 - d) notwithstanding Appendices 2 and 3 and respecting British Columbia’s responsibilities and jurisdiction under this Agreement, Canada and British Columbia may, by mutual agreement, revise the annual report template and data to be reasonably consistent with reporting standards developed through the multilateral working group as outlined in section 5.1 (d) of this Annex.
- 7.4.7 Canada and British Columbia will work towards sharing client-specific data on outputs and outcomes as appropriate, and to the extent permitted by law.
- 7.4.8 British Columbia will continue to use a results-based management approach to the design, administration and delivery of its programs for the purposes of probity and accountability.
- 7.4.9 To ensure appropriate accountability, it is necessary to have an effective financial and program control environment; therefore, British Columbia will:
- a) implement an internal audit strategy that addresses all areas of higher risk and significance, that will enable it to demonstrate that due diligence has been exercised, that it is consistent with generally accepted accounting principles and auditing standards and that provides that audit results are shared with Canada within six (6) months of the audit’s completion, and
 - b) in accordance with section 10.4 of the General Provisions of this Agreement, provide access to all relevant information, documentation and data.

8.0 Term and Amendments

- 8.1 In accordance with sections 10.8.2 and 11.3 of the General Provisions of the Agreement, this Annex will be valid for five (5) years from the date of the Agreement coming into force
- 8.2 The parties agree to evaluate the effectiveness of the Annex no later than twelve (12) months prior to its expiry.
- 8.3 Upon mutual consent of both parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.
- 8.4 Amendments to this Annex will be made in accordance with section 10.8.5 of the General Provisions of the Agreement.
- 8.5 Either Party may terminate this Annex at any time by providing at least twenty four (24) months notice.
- 8.6 In the event that either Party wishes to terminate this Annex, both Parties will take reasonable steps to reduce the costs attributable to the termination.
- 8.7 In the event of termination of this Annex, Canada and British Columbia agree that they will work together to ensure that services to Eligible Clients will not be unduly affected or interrupted by the termination.

APPENDIX 1: ANNUAL SERVICE PLAN

Part A: Objectives and Priorities

1. British Columbia's Goals and Objectives for Settlement and Integration Programs and Services
2. British Columbia's Priorities for Settlement and Integration Programs and Services
3. Consistency with Shared Principles

Part B: Planning Process – Information and Community Input

1. Planning Process
2. Consultations

Part C: Proposed Allocation and Use of Funds

1. Proposed Allocation
2. Proposed Use of Funds and Expected Results
 - a. Settlement and Integration Services
 - b. Welcoming and Inclusive Communities
 - c. Special Initiatives
 - i. Regional Programming
 - ii. Official Languages
 - iii. Enhanced Language Training (unless advised otherwise by CIC)
 - iv. Going to Canada Immigration Portal (unless advised otherwise by CIC)
 - v. Welcoming Communities Initiative (unless advised otherwise by CIC)
 - vi. Other

Part D: Monitoring and Evaluation

1. Planned Monitoring Activities
2. Planned Evaluation Activities
3. Planned Financial Audits

APPENDIX 2: ANNUAL REPORT

Part A: Objectives and Priorities

1. Overview of Program Areas and Priorities
2. Progress and Achievements

Part B: Report on Use of Funds

1. Financial Summaries (Federal and Provincial Funding)
2. Acknowledgement of Federal Funding

Part C: Results Achieved

1. Overall Results
2. Performance Results (including outputs and outcomes outlined in Appendix 3)
3. Special Initiatives
 - a. Regional Programming
 - b. Official Languages
 - c. Enhanced Language Training (unless advised otherwise by CIC)
 - d. Going to Canada Immigration Portal (unless advised otherwise by CIC)
 - e. Welcoming Communities Initiative (unless advised otherwise by CIC)
 - f. Other

Part D: Planning Process – Information and Community Input

1. Overview of outcomes of consultations and planning process

Part E: Monitoring and Evaluation

1. Monitoring Results
2. Evaluation Results
3. Financial Audit Results

APPENDIX 3: DATA TO BE INCLUDED IN ANNUAL REPORT

1. General:

- a. In the spirit of sharing best practices and in the context of Canada and British Columbia's mutual commitment to settlement services that are evidence-based and focused on improving immigrant outcomes, this appendix specifies the data on settlement service outputs and outcomes that BC will include in its annual report to Canada.
- b. Data will be provided to Canada on an annual basis in Part C (2) of the annual report.
- c. Either Party may propose updates to sections 2, 3, and 4 of this Appendix as needed, and changes will be made upon agreement by both Parties.

2. Data reporting criteria:

- a. Data will encompass only Citizenship and Immigration Canada-eligible clients where possible. Where this is not possible, it will be clearly indicated.
- b. Data will represent a one-year period. The exact period represented (months and years) will be listed with each reported indicator.
- c. The data source will be listed for each indicator (e.g. Student Tracking and Reporting System [STARS], client survey). Where possible, when the data source is a survey, the survey response rate will also be listed.
- d. Data will be broken down by the following demographic criteria, where applicable and/or available:
 - immigration category (e.g. family class, skilled worker, etc.);
 - age;
 - gender²;
 - first language learned as a child (mother tongue);
 - source country ; and
 - level of education completed.

3. Output indicators:

- a. # of newcomers accessing settlement information through Stream 1 assessments, orientations, and referrals;
- b. # of visitors to Portal who obtain information from the site;
- c. # of unique newcomers enrolled in language training, by program type;
- d. # of unique newcomers who completed an English Language Services for Adults (ELSA) class level, by program type;
- e. # of Stream 1 clients who have received enhanced labour market services;
- f. # of Stream 2 Community Bridging workplace mentoring matches made;
- g. # of newcomers matched with a host through Community Bridging;
- h. # of Welcoming Community projects and activities, by type (promotion/communications/community forums; new/enhanced tools and services to assist immigrants in dealing with discrimination and racism);

² British Columbia will begin collecting data July 1st and will be able to have first year report by August 31, 2010.

- i. # of community partnerships developed and initiatives undertaken under the Welcoming and Inclusive Communities and Workplaces Program;
 - j. # of French speaking newcomers served by settlement service providers in French or referred to other Francophone services; and
 - k. # of settlement agencies offering services in French.
4. Outcome indicators³:
- a. % of Stream 1 surveyed clients who feel that they have obtained information and support relevant to their settlement needs (answered "very much" to the question, "Overall, how much has this agency helped you by providing information and assistance?");
 - b. % of ELSA clients surveyed that demonstrate knowledge of Canadian systems and culture (answered at least four of six questions about Canadian systems and culture correctly), by program type;
 - c. % of ELSA clients surveyed who report improved ability to use English to perform tasks as a result of ELSA classes (answered that they had better ability to speak with coworkers, employers, neighbours and friends and improved ability to perform at least two other tasks as a result of ELSA classes), by program type;
 - d. % of ELSA clients surveyed who report increased ability to pursue employment goals as a result of ELSA services received, by program type⁴; and
 - e. % of Community Bridging clients surveyed who report that their host has increased their understanding of Canadian systems and cultures (answered that they had been helped by their host to know more about at least four of eight facets of Canadian life).

³ British Columbia will develop an outcome indicator for the Welcoming and Inclusive Communities and Workplaces Program by August 31, 2010.

⁴ British Columbia agrees to introduce this outcome indicator or one very similar to it, for its Labour Market Focused English Language Services for Adults (LMF ELSA) programming, after discussions with LMF ELSA providers.

APPENDIX 2: ANNUAL REPORT

Part A: Objectives and Priorities

1. Overview of Program Areas and Priorities
2. Progress and Achievements

Part B: Report on Use of Funds

1. Financial Summaries (Federal and Provincial Funding)
2. Acknowledgement of Federal Funding

Part C: Results Achieved

1. Overall Results
2. Performance Results (including outputs and outcomes outlined in Appendix 3)
3. Special Initiatives
 - a. Regional Programming
 - b. Official Languages
 - c. Enhanced Language Training (unless advised otherwise by CIC)
 - d. Going to Canada Immigration Portal (unless advised otherwise by CIC)
 - e. Welcoming Communities Initiative (unless advised otherwise by CIC)
 - f. Other

Part D: Planning Process – Information and Community Input

1. Overview of outcomes of consultations and planning process

Part E: Monitoring and Evaluation

1. Monitoring Results
2. Evaluation Results
3. Financial Audit Results

APPENDIX 3: DATA TO BE INCLUDED IN ANNUAL REPORT

1. General:

- a. In the spirit of sharing best practices and in the context of Canada and British Columbia's mutual commitment to settlement services that are evidence-based and focused on improving immigrant outcomes, this appendix specifies the data on settlement service outputs and outcomes that BC will include in its annual report to Canada.
- b. Data will be provided to Canada on an annual basis in Part C (2) of the annual report.
- c. Either Party may propose updates to sections 2, 3, and 4 of this Appendix as needed, and changes will be made upon agreement by both Parties.

2. Data reporting criteria:

- a. Data will encompass only Citizenship and Immigration Canada-eligible clients where possible. Where this is not possible, it will be clearly indicated.
- b. Data will represent a one-year period. The exact period represented (months and years) will be listed with each reported indicator.
- c. The data source will be listed for each indicator (e.g. Student Tracking and Reporting System [STARS], client survey). Where possible, when the data source is a survey, the survey response rate will also be listed.
- d. Data will be broken down by the following demographic criteria, where applicable and/or available:
 - immigration category (e.g. family class, skilled worker, etc.);
 - age;
 - gender¹;
 - first language learned as a child (mother tongue);
 - source country ; and
 - level of education completed.

3. Output indicators:

- a. # of newcomers accessing settlement information through Stream 1 assessments, orientations, and referrals;
- b. # of visitors to Portal who obtain information from the site;
- c. # of unique newcomers enrolled in language training, by program type;
- d. # of unique newcomers who completed an English Language Services for Adults (ELSA) class level, by program type;
- e. # of Stream 1 clients who have received enhanced labour market services;
- f. # of Stream 2 Community Bridging workplace mentoring matches made;
- g. # of newcomers matched with a host through Community Bridging;
- h. # of Welcoming Community projects and activities, by type (promotion/communications/community forums; new/enhanced tools and services to assist immigrants in dealing with discrimination and racism);

¹ British Columbia will begin collecting data July 1st and will be able to have first year report by August 31, 2010.

- i. # of community partnerships developed and initiatives undertaken under the Welcoming and Inclusive Communities and Workplaces Program;
 - j. # of French speaking newcomers served by settlement service providers in French or referred to other Francophone services; and
 - k. # of settlement agencies offering services in French.
4. Outcome indicators²:
- a. % of Stream 1 surveyed clients who feel that they have obtained information and support relevant to their settlement needs (answered "very much" to the question, "Overall, how much has this agency helped you by providing information and assistance?");
 - b. % of ELSA clients surveyed that demonstrate knowledge of Canadian systems and culture (answered at least four of six questions about Canadian systems and culture correctly), by program type;
 - c. % of ELSA clients surveyed who report improved ability to use English to perform tasks as a result of ELSA classes (answered that they had better ability to speak with coworkers, employers, neighbours and friends and improved ability to perform at least two other tasks as a result of ELSA classes), by program type;
 - d. % of ELSA clients surveyed who report increased ability to pursue employment goals as a result of ELSA services received, by program type³; and
 - e. % of Community Bridging clients surveyed who report that their host has increased their understanding of Canadian systems and cultures (answered that they had been helped by their host to know more about at least four of eight facets of Canadian life).

² British Columbia will develop an outcome indicator for the Welcoming and Inclusive Communities and Workplaces Program by August 31, 2010.

³ British Columbia agrees to introduce this outcome indicator or one very similar to it, for its Labour Market Focused English Language Services for Adults (LMF ELSA) programming, after discussions with LMF ELSA providers.

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Annex B: Provincial Nominees

1.0 Purpose and Objectives

1.1 Purpose

The purpose of this Annex is to define the roles and responsibilities of Canada and British Columbia in relation to the Provincial Nominee Class as described in section 87 of the *Immigration and Refugee Protection Regulations* (IRPR).

1.2 Objectives

- 1.2.1 To maintain and strengthen the Provincial Nominee Program as a mechanism to increase the benefits of immigration to British Columbia, based on economic priorities and labour market conditions, by providing British Columbia with a mechanism to admit Provincial Nominees to British Columbia while taking into account the importance of encouraging the economic development of Minority Official Language Communities in British Columbia.
- 1.2.2 To recognize that the Provincial Nominee Class, as identified by subsection 87(1) of the IRPR, is a jointly administered immigration class, where British Columbia has an active role in the processing which may include promotion and nomination, and to acknowledge that both Parties have an interest in the process.
- 1.2.3 To admit British Columbia Provincial Nominees for permanent residence as expeditiously as possible, taking into account:
 - a) British Columbia's Provincial Nominee Program levels plan;
 - b) Canada's immigration projections;
 - c) legislative requirements; and
 - d) operational and resource constraints, and service standards as developed.

2.0 Provincial Nominee Levels Planning and Reporting

- 2.1 British Columbia will develop an annual Provincial Nominee Program levels plan which will provide information to Canada to support Canada's immigration levels and operational planning. This will include the elements outlined in Appendix A of this Annex or as otherwise agreed between the Parties.

- 2.2 British Columbia will share this plan with Canada on or before July 1 of every calendar year to allow for national levels planning for the following year.
- 2.3 Canada undertakes to incorporate British Columbia's Provincial Nominee targets for nomination as outlined in British Columbia's Provincial Nominee levels plan into the national levels plan. The Provincial Nominee levels objectives, which must be agreed to by both Parties, may be adjusted at any time during the year upon agreement by both Parties.
- 2.4 British Columbia will report on its levels planning as follows:
- (a) British Columbia will provide Canada with an annual report for the preceding calendar year by March 31st of each year, on British Columbia's levels plan and the results achieved; and
 - (b) the annual report will include the elements outlined in Appendix B of this Annex.

3.0 Assessment and Nomination

- 3.1 British Columbia has the sole and non-transferable responsibility to assess and nominate candidates who, based on British Columbia's determination:
- a) will be of significant benefit to the economic development of British Columbia; and
 - b) have a strong likelihood of becoming economically established in British Columbia.
- 3.2 British Columbia will nominate foreign nationals on the basis of economic benefit to British Columbia. The nomination criteria of the Provincial Nominee Program categories shall demonstrate the economic benefit to the Province. Provincial Nominees may be nominated for purposes that include, but are not limited to, meeting critical skill shortages in British Columbia, the immigration of key individuals of businesses that wish to locate in British Columbia and the establishment or enhancement of new and existing businesses.
- 3.3 Non-economic factors shall not provide the primary basis upon which a nomination is made.
- 3.4 In exercising its nomination authority under this Agreement, British Columbia will follow the procedures and criteria for nomination established by British Columbia, as amended from time to time, insofar as those procedures and criteria are consistent with the IRPA, the IRPR or any successor legislation and regulations and the terms of this Agreement and this Annex. British Columbia will respect the purpose and objectives of this Annex in developing and implementing these procedures and criteria. British Columbia will share its criteria with Canada prior to implementation and keep written records of its

assessments of its nominees against those criteria.

- 3.5 Canada will consider foreign nationals who are nominated by British Columbia as applicants in the Provincial Nominee Class.
- 3.6 Canada agrees to process economic class applicants nominated for permanent resident status by British Columbia on a priority basis and as expeditiously as possible with a view to achieving Canada's annual levels plan.
- 3.7 Canada will consider a nomination certificate issued by British Columbia as evidence that British Columbia has conducted due diligence in exercising its authority to assess and nominate candidates pursuant to section 3.1, 3.2 and 3.3 of this Annex.
- 3.8 British Columbia is responsible for conducting the due diligence to ensure that the applicant has the ability and is likely to become economically established in British Columbia. Notwithstanding the foregoing, Canada retains the right to substitute its evaluation of the applicant's ability to become economically established in Canada pursuant to subsection 87(3) of the IRPR. In exercising its responsibilities under sections C.2 and C.4 of Appendix C of this Annex, Canada may also seek clarification from British Columbia on its assessment, the record of which is required under sections 3.4 and 5.3.4 of this Annex. The visa officer may request additional documentation from the nominee which supports the nominee's ability and likelihood to become economically established in British Columbia.
- 3.9 British Columbia will not issue a nomination certificate to anyone whose employment will affect the settlement of any labour dispute in Canada or affect the employment of a person involved in such a dispute, or where their employment will adversely affect employment or training opportunities for Canadian citizens or permanent residents in British Columbia.
- 3.10 British Columbia shall not nominate, as a Provincial Nominee, any applicant who intends to enter, has agreed to enter, or has entered into an "immigration-linked investment scheme" as described in section 87 of the IRPR.

4.0 Program Evaluation

- 4.1 Canada will conduct a national evaluation of the Provincial Nominee Program on a five-year cycle in order to meet federal accountability and evaluation requirements. The national evaluation will include relevant-components of British Columbia's Provincial Nominee Program. British Columbia is committed to cooperate with Canada to support Canada in meeting the federal accountability and evaluation requirements. Canada will be responsible for the cost of the national evaluation.

- 4.2 Canada will develop a national evaluation framework for the Provincial Nominee Program, which will include a logic model, a performance measurement framework and an evaluation matrix. The evaluation framework will be developed in consultation with all jurisdictions that have a Provincial Nominee Program, including British Columbia. Canada will collaborate with all jurisdictions to establish common definitions, performance indicators and data collection methodologies for the evaluation framework, which may be adjusted from time to time, as needed. The performance information required by the framework will be collected and reported on an annual basis by all jurisdictions, including British Columbia as appropriate.
- 4.3 British Columbia will conduct evaluations of its Provincial Nominee Program on a five-year schedule. British Columbia will provide a copy of these evaluations to Citizenship and Immigration Canada upon completion.
- 4.4 In addition to data reported annually under section 2.4 of this Annex, British Columbia will ensure that the requisite information as identified in section 4.2 is available for the national evaluation. Canada and British Columbia agree to cooperate for the purpose of evaluation.

For evaluation purposes, British Columbia is to establish appropriate mechanisms to ensure the province's ability to collect the data necessary to measure retention and economic benefit for a minimum of three (3) years after admission. In consultation with British Columbia, data requirements may be adjusted from time to time, as appropriate.

- 4.5 Subject to applicable legislation and policies governing the disclosure of personal information, Canada and British Columbia agree to share information on prospective and actual Immigrant admissions to aid in the evaluation and management of British Columbia's Provincial Nominee Program.

5.0 Implementation

5.1 Governance

- 5.1.1 In accordance with section 10.1.1 of the General Provisions of this Agreement, the Agreement Management Committee (AMC) will determine the appropriate mandate, structure and reporting requirements for the implementation of this Annex. In the absence of specific direction to the contrary, designated representatives (federal and provincial) will report to the AMC on an annual basis.

5.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:

- a) for Canada, the Director, Permanent Resident Policy and Programs, Immigration Branch, Citizenship and Immigration Canada; and
- b) for British Columbia, the Associate Executive Director, Economic Immigration Programs, Labour Market Development Branch, British Columbia Ministry of Advanced Education and Labour Market Development

or successors to these positions designated by the appropriate Party whose duties are the same or substantially similar.

5.2 **Dispute Resolution Process**

5.2.1 In the case of a dispute or disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined in section 10.3 of the General Provisions of the Agreement.

5.3 **Information Sharing**

5.3.1 All arrangements for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

5.3.2 Canada and British Columbia will ensure that any exchange of information shall be conducted in accordance with applicable federal and provincial legislation and in accordance with their policies relating to protection of privacy, access to information and security of records.

5.3.3 In order to facilitate the exchange of information between Canada and British Columbia, British Columbia will obtain from each nominee applying for nomination and his or her dependants, a signed release allowing Canada to share with British Columbia information regarding the nominee's application, including the processing thereof, and for the purposes of program evaluation.

5.3.4 British Columbia will maintain records with respect to the assessment of each foreign national nominated under this Annex. Subject to applicable provincial privacy legislation, Canada will be provided with access to these records for audit purposes. These records will be retained for a minimum period of six (6) years from the date of nomination.

5.3.5 Canada and British Columbia will investigate means of providing British Columbia with access to an electronic information exchange system in support of the Provincial Nominee Program.

5.3.6 British Columbia will provide monthly nomination reports to Canada.

- 5.3.7 Canada will provide monthly reports on the processing and granting of permanent resident status to Provincial Nominees destined to British Columbia as well as any other type of report provided to any other provinces pursuant to their Provincial Nominee agreements.
- 5.3.8 The Parties undertake to give one another notice of any change in procedure, policy, regulations or legislation relating to their respective programs or operations that is likely to affect this Annex.
- 5.3.9 Canada's and British Columbia's practices under this Annex are subject to audit by the respective audit and evaluation agencies of each jurisdiction. The Parties agree to provide full cooperation if, when and where such audits take place.
- 5.3.10 Canada will communicate the terms of this Agreement to Canadian visa offices and processing centres ensuring effective implementation at visa offices and inland offices.

5.4 **Term and Amendments**

- 5.4.1 In accordance with sections 10.8.2 and 11.3 of the General Provisions of the Agreement, this Annex will be valid for five (5) years from the date of the Agreement coming into force.
- 5.4.2 The Parties agree to evaluate the effectiveness of the Annex no later than twelve (12) months prior to its expiry.
- 5.4.3 Upon mutual consent of both Parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.
- 5.4.4 This Annex may be amended at any time by the mutual written consent of the Parties, subject to any required approval or authorization including the approval of the Governor in Council.
- 5.4.5 Either Party may terminate this Annex at any time by providing at least six (6) months notice in writing to the other Party. Upon notice of termination, the AMC will negotiate a transition strategy.
- 5.4.6 In keeping with the purpose and scope of this Annex, Canada will be open and transparent concerning its intention to enter into agreements with other provinces respecting the Provincial Nominee Program and Canada will provide, at British Columbia's request, other federal provincial agreements made under subsection 8(1) of the IRPA, and will negotiate amendments to this Annex, taking into consideration the different needs and circumstances of the provinces.

APPENDIX A
BRITISH COLUMBIA PROVINCIAL NOMINEE LEVELS PLAN

British Columbia will include in its annual Provincial Nominee Levels Plan:

- (a) a program description for each category of its Provincial Nominee Program;
- (b) the total number of nomination certificates by category that British Columbia plans to issue, on a calendar year basis, over the next three (3) years;
- (c) the number of foreign nationals admitted on a temporary basis that British Columbia expects to nominate in the following calendar year;
- (d) a list of the top occupations that British Columbia expects to be actively recruiting through its Provincial Nominee Program in the current year; and
- (e) identification of those countries where British Columbia intends to conduct promotion and recruitment activities in the following year including countries and related activities that encourage the economic development of Minority Official Language Communities.

APPENDIX B

BRITISH COLUMBIA PROVINCIAL NOMINEE LEVELS REPORT

British Columbia will include in its Provincial Nominee levels report:

Part A Overview and Priorities

1. Overview of Provincial Nominee Program and Priorities.

Part B: Results Achieved

1. Nominations issued compared to nominations forecasted.
2. Nominations issued for each category compared to nominations forecasted.
3. Nominations issued to individuals whose mother tongue or first official language is French.
4. Requests made under section D.2 of Appendix D of this Annex for temporary work permits for individuals nominated by British Columbia who have received a job offer from a British Columbia-based employer.
5. Top occupations for which nominations were issued.
6. Number of businesses started, number of businesses expanded, number of jobs created under the business categories and total amount invested in new businesses, total amount invested in existing businesses.

Part C: Promotion and Recruitment

1. Overview of promotion and recruitment activities undertaken and results of these activities.
2. Overview of promotion and recruitment activities undertaken to encourage the economic development of Minority Official Languages Communities.

Part D: Audit and Evaluation

1. Audit plans and/or results
2. Evaluation plans and/or results

APPENDIX C
PERMANENT RESIDENT PROCESSING

- C.1 British Columbia will issue a dated nomination certificate, valid in accordance with British Columbia's administrative requirements for each foreign national whom it has nominated. For security reasons, British Columbia will forward a copy of the certificate or other form of confirmation as agreed by both Parties to the Canadian visa office where the applicant will apply for a permanent resident visa. A nomination certificate received directly from the applicant or any other party will not be accepted as evidence pursuant to section C.4 of this Appendix or sections 3.7 and 3.8 of Annex B of this Agreement. A foreign national who has been nominated by British Columbia must file an application for a permanent resident visa within the time limit specified on the nomination certificate.
- C.2 Upon receipt of the nomination certificate from British Columbia or as alternatively agreed under subsection C.1, Canada will:
- a) exercise the final selection in accordance with section 87 of the IRPR;
 - b) determine whether or not the nominee and his or her dependents are inadmissible pursuant to the legislative requirements including health, criminality and security; and
 - c) issue permanent resident visas to Provincial Nominees and accompanying dependants who meet the requirements of section 87(12) of the IRPR.
- C.3 Processing of applications and issuance of visas may continue beyond the calendar year in which the certificate of nomination was issued.
- C.4 Should Canada determine that an applicant nominated by British Columbia is likely to be refused a permanent resident visa based on a finding that the applicant does not satisfy the requirements for membership in the Provincial Nominee class in accordance with the provisions of section 87 of the IRPR, British Columbia will be notified immediately and consulted regarding the reasons for possible refusal.
- C.5 British Columbia may raise concerns or seek clarification from the officer who made the determination under section 87 of the IRPR with respect to a potential refusal, where the refusal is based on a finding that the applicant does not satisfy the requirements for membership in the Provincial Nominee class in accordance with the provisions of section 87 of the IRPR, within ninety (90) days from the date of being advised by Canada. Further representation, if necessary, may be made to the program manager at the visa office within the 90-day period.
- C.6 Should Canada determine that an applicant nominated by British Columbia will be refused a permanent resident visa based on a finding that the applicant is inadmissible under the IRPA or the IRPR, Canada will forward a copy of the refusal letter to British Columbia.

**APPENDIX D
TEMPORARY ADMISSION**

D.1 Canada recognizes the legitimate requirement for exploratory visits by potential British Columbia Provincial Nominees and will take into consideration British Columbia's formal representations in determining applications for temporary resident status from such foreign nationals.

- D.2 a) Where British Columbia is considering an application for nomination under the business category of the Provincial Nominee Program and is of the opinion that the entry of a foreign national under that application:
- i. to carry out business activity; or
 - ii. as a key staff member of a foreign company or of another foreign national establishing an eligible business in the province

is of significant benefit to British Columbia, a visa officer may issue a temporary work permit to that foreign national pursuant to paragraph 205(a) of the IRPR, if the work permit application includes a letter from British Columbia that:

- iii. states that the foreign national is being considered for nomination for permanent residence based on their stated intention to either conduct business activity or work as a key staff member of a foreign company or another foreign national establishing an eligible business in the province in British Columbia, as the case may be;
 - iv. states that British Columbia is of the opinion that the planned business activity or work of the foreign national will be of significant benefit to the province; and
 - v. requests the visa officer to issue a temporary work permit for a specific period, up to a maximum of two (2) years.
- b) Where a work permit issued under section D.2 a.) of this Appendix has expired and British Columbia has nominated that foreign national, an officer may issue a further temporary work permit pursuant to paragraph 204(c) of the IRPR, if the work permit application includes a letter from British Columbia that:
- i. states that the foreign national has been nominated by British Columbia;
 - ii. states that British Columbia has determined that the business activity or work of the foreign national is of significant benefit to the province; and
 - iii. requests the visa officer to issue a temporary work permit.

D.3 Where a foreign national nominated by British Columbia has received a job offer from a British Columbia-based employer, a Canadian visa officer may issue a temporary work permit pursuant to paragraph 204(c) of the IRPR, if the work permit application includes a letter from British Columbia that:

- a) states that the nominated foreign national is urgently required by the employer; and
- b) states that British Columbia has determined that:
 - (i.) the job offer is genuine and would create economic, social or cultural benefits or opportunities;
 - (ii.) the employment is not part-time or seasonal; and
 - (iii.) the wages and working conditions of the employment would be sufficient to attract and retain Canadian citizens and permanent residents; and
- c) requests the visa officer to issue a temporary work permit.

D.4 Canada will ensure that processing of temporary resident visa and work permit applications for potential British Columbia Provincial Nominees, including those under sections D.1 and D.2 of this Appendix is consistent with subsection 22(2) of the IRPA, specifically that a foreign national with the intention to become a permanent resident may still be eligible for temporary resident status in Canada.

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Annex C: International Students

1.0 Preamble

- 1.1 Canada and British Columbia agree that attracting and retaining international students is an important element of British Columbia's international education and immigration agenda, this Annex intends to balance the dual goals of protecting the integrity of the international student program with attracting more international students to British Columbia.
- 1.2 In addition to bilateral work, Canada and British Columbia agree to continue to work collaboratively with other provinces towards the achievement of multilateral objectives related to international students and immigration.

2.0 Purpose and Objectives

2.1 Purpose

- 2.1.1 The purpose of this Annex is to: co-operate and develop partnerships in exploring policy issues supporting the entry of international students to regions across British Columbia; initiate pilot projects pertaining to international students; and institute mechanisms for implementing and evaluating the pilot projects.

2.2 Objectives

- 2.2.1 The objectives of this Annex are to:
- a) establish a Canada-British Columbia forum to research, discuss and develop joint initiatives addressing immigration policy issues related to international students in a collaborative framework;
 - b) develop and implement initiatives that will enhance the efficiency and effectiveness of the study permit process thus supporting the expanded entry of international students to regions across British Columbia;
 - c) cooperate on policy changes that facilitate attraction, transition of certain international students to permanent residence, and their retention in the province;
 - d) ensure a mechanism exists for effective information exchange and is in accordance

with applicable federal and provincial legislation and policies; and

- e) commit to explore the development of other international student initiatives for future implementation as determined jointly.

3.0 Goals and Principles for Consideration in the Development of Student Initiatives

- 3.1 Improve British Columbia's attractiveness as a destination for international students to study, work and immigrate.
- 3.2 Recognize that international students bring significant educational, economic and cultural benefits to the province and are an important source of skilled labour for the province.
- 3.3 Realize British Columbia's long-term economic development objectives through international student flows. International students can help forge and develop future trade, business and educational links between British Columbia/Canada and other countries.
- 3.4 Maintain the integrity of Canada's international student program through monitoring, reporting and evaluation.
- 3.5 Ensure effective partnerships develop and consultations occur among British Columbia, Canada and the pertinent educational institutions to facilitate sharing of information and improve the international student program, while taking into account special challenges and issues institutions may face.
- 3.6 Test best-practices in select source countries to assess potential of wider applicability.
- 3.7 Cooperate **on the development of bilateral student initiatives, including but not limited to pilot projects, best practices, and research.**

4.0 Cooperation and Initiatives

- 4.1 Citizenship and Immigration Canada will continue to work on national initiatives to improve the service delivery and processing of applications (e.g. on-line applications, Visa Application Centers) for international students in collaboration with British Columbia and other provinces and territories. Citizenship and Immigration Canada will also work with British Columbia to disseminate information on initiatives to improve service delivery and processing of applications to international students and educational institutions to maximize use of these services.

4.2 Pursuant to section 2.2 of this Annex, Canada and British Columbia will cooperate in the development of short term and long-term initiatives including but not limited to:

- a) developing guidelines, initiatives and best practices to improve the recruitment of international students and increase the number of international students who successfully apply to study in British Columbia while balancing integrity of the international student program. This includes, but is not limited to: developing guidelines for institutions on letters of acceptance; cooperating on outreach activities, workshops and information materials; exploring ways to evaluate outcomes for clients with study permits; exploring the recognition of dual degree programs; and exploring ways to improve the quality and completeness of applications;
- b) exploring innovative uses of instruments that identify British Columbia government-recognized post secondary institutions, such as quality assurance designations, to enhance program integrity, including to assist with the review of study permit applications, in particular as related to the acceptance of the bona fides of the institution;
- c) instituting formal mechanisms for facilitating information exchange and research on trends related to study permit processing across source countries for international students. This information will be used to assist in the development of solution oriented policies, strategies, and pilots to enable attraction of international students across institutional and educational program categories; and
- d) reviewing lessons learned from the pilot project *Priority Processing of Eligible Students in the People's Republic of China* (December 2006) to contribute to future best practices and directions that can assist with the processing of study permits at Canadian visa offices abroad.

5.0 Implementation

5.1 Governance

5.1.1 In accordance with section 10.1.1 of the General Provisions of the Agreement, the Agreement Management Committee (AMC) will determine the appropriate mandate, structure and reporting requirements for the implementation of this Annex. In the absence of specific direction to the contrary, designated representatives (federal and provincial) will report to the AMC on an annual basis.

5.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:

- a) for Canada: the Director, Temporary Immigration, Immigration Branch, Citizenship and Immigration Canada; and
- b) for British Columbia: the Executive Director, Immigration and Welcome BC Branch, British Columbia Ministry of Advanced Education and Labour Market Development.

5.1.3 The objectives agreed to in this Annex require a multilateral approach, which will consist of members from the government of British Columbia drawn from Ministry of Advanced Education and Labour Market Development, Ministry of Education, Citizenship and Immigration Canada, Citizenship and Immigration Canada B.C./Yukon Region, and from British Columbia public post-secondary institutions, as required and where appropriate.

5.1.4 The Parties will submit plans for working arrangements and strategies to the AMC within six (6) months of the Agreement coming into force.

5.2 **Dispute Resolution**

In the case of a dispute or disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined in section 10.3 of the General Provisions of the Agreement.

5.3 **Information Sharing**

All arrangements for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

5.4 **Program Accountability and Evaluation**

Canada will evaluate the national International Student Program on a five-year cycle so as to meet federal government accountability and evaluation requirements. Canada will undertake the evaluation of the national International Student Program, including the development of the evaluation framework and other national evaluation activities. The cost of the national evaluation will be borne by Canada. Canada and British Columbia agree to cooperate for the purposes of evaluation and agree to share reports of their respective evaluations.

Canada and British Columbia agree to undertake a joint review of International Student Program initiatives or pilot projects under this Annex, as appropriate. Process and review timelines will be established by the AMC, referenced in section 5.1 of this Annex.

5.5 **Duration and Amendments**

- 5.5.1 In accordance with sections 10.8.2 and 11.3 of the General Provisions of the Agreement, this Annex will be valid for five (5) years from the date of the Agreement coming into force.
- 5.5.2 The Parties agree to evaluate the effectiveness of the Annex no later than twelve (12) months prior to its expiry.
- 5.5.3 Upon mutual consent of both Parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.
- 5.5.4 Amendments to this Annex will be made in accordance with section 10.8.5 of the General Provisions of the Agreement.
- 5.5.5 The start date and duration of the pilot projects is to be determined jointly and Parties are committed to implementing the pilots as early as possible.
- 5.5.6 The implementation and specific terms of each of the pilot projects will be negotiated through separate agreements between Canada and British Columbia.

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Annex D: Sponsorship

1.0 Preamble

Canada and British Columbia are committed to reducing the incidence and cost to the Parties of debts incurred as a result of sponsorship default.

2.0 Purpose and Scope

2.1 Purpose

The purpose of this Annex is to confirm that Canada and British Columbia will exchange information and undertake collaborative measures respecting:

- a) sponsorship eligibility;
- b) deterrence and enforcement activities aimed at minimizing and reducing the cost to the Parties of sponsorship default;
- c) notification and recording of sponsorship default;
- d) recovery of debts arising from sponsorship default pursuant to section 135 of the IRPR and due to British Columbia pursuant to subsection 145 (2) of the IRPA; and
- e) research to support sponsorship policy and program development.

2.2 Scope

This Annex relates to all sponsorship undertakings (excluding sponsorships under Part 8 of the IRPR) obliging a sponsor to reimburse Her Majesty the Queen in right of Canada or a province for every benefit provided as Social Assistance to or on behalf of a sponsored foreign national (and his or her sponsored family members) entering Canada as an Immigrant.

3.0 Definitions

For the purposes of this Annex,

“Disability Benefits” means, any type of disability assistance, hardship assistance or supplement provided by British Columbia under the *Employment and Assistance for Persons with Disabilities Act*.

“Social Assistance” has the same meaning as in section 2 of the IRPR and includes:

- i) “income assistance”, “hardship assistance” or a “supplement” under the *Employment and Assistance Act* (S.B.C. 2002, c.40);
- ii) “disability assistance”, “hardship assistance” or a “supplement” under the *Employment and Assistance for Persons with Disabilities Act* (S.B.C. 2002, c.41);
- iii) "income assistance" or “social services” under the former *Guaranteed Available Income For Need Act* (R.S.B.C. 1979, c. 158);
- iv) “income assistance”, “hardship assistance” or “benefits” under the former *BC Benefits (Income Assistance) Act* (R.S.B.C. 1996, c. 27);
- v) a “youth allowance” or “benefit” under the former *BC Benefits (Youth Works) Act* (R.S.B.C. 1996, c. 28); or
- vi) a “disability allowance” or “benefits” under the former *Disability Benefits Program Act* (R.S.B.C. 1996, c.97)

4.0 Roles and Responsibilities

4.1 Canada will:

- a) pursuant to the IRPA and the IRPR, determine eligibility for sponsorship and administer the decision-making process for sponsorship applications;
- b) maintain accurate records for the effective implementation of the IRPA and for monitoring the integrity of the sponsorship program; and
- c) pursuant to a mutually agreed upon approach, as provided for under section 4.3 (a) of this Annex, provide British Columbia with information relevant to sponsorship undertakings as required for the purposes of this Annex.

4.2 British Columbia will:

- a) administer provincial programs of Social Assistance;
- b) advise Canada, pursuant to a mutually agreed upon approach:
 - (i.) if a sponsor is in receipt of Social Assistance other than Disability Benefits;
 - (ii.) when a sponsored person and/or his or her family members listed on the sponsorship undertaking are receiving Social Assistance; and
 - (iii.) when the debt incurred as a result of sponsorship default has been extinguished or repaid to the satisfaction of the province so that Canada no longer considers the sponsor to be in default.

4.3 Canada and British Columbia will:

- a) enter into separate memoranda of understanding as required to give effect to this Annex that will specify information and data to be shared, and appropriate mechanisms and procedures for transmitting and retaining information and data; and
- b) work collaboratively to:
 - (i.) arrange for and monitor collaborative efforts to deter default, to enforce sponsorship undertakings and to recover costs due to British Columbia as a result of sponsorship default;
 - (ii.) identify, analyze, and recommend to the Agreement Management Committee (AMC) new measures to encourage repayment of sponsorship debts or to reduce the incidence and cost of sponsorship default;
 - (iii.) exchange updates on operational changes and identify and respond to items of concern; and
 - (iv.) define and pursue research projects to support sponsorship policy and program development.

5.0 Implementation

5.1 Governance

5.1.1 In accordance with section 10.1.1 of the General Provisions of the Agreement, the AMC will determine the appropriate mandate, structure and reporting requirements for the implementation of the annex. In the absence of specific direction to the contrary, designated representatives (federal and provincial) will report to the AMC on an annual basis.

5.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:

- a) for Canada, the Director, Social Immigration Policy and Programs, Immigration Branch, Citizenship and Immigration Canada; and
- b) for British Columbia, the Executive Director, Employment and Income Assistance Branch, Ministry of Housing and Social Development.

5.2 Dispute Resolution

In the case of a dispute or a disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined in section 10.3 of the General Provisions of the Agreement.

5.3 **Information Sharing**

All arrangements made for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

5.4 **Program Integrity**

The appropriate accountability measures for this Annex will be determined by the AMC within six (6) months of the Agreement coming into effect.

5.5 **Term and Amendments**

5.5.1 In accordance with sections 10.8.2 and 11.3 of the General Provisions of the Agreement, this Annex will be valid for five (5) years from the date of the Agreement coming into force.

5.5.2 The Parties agree to evaluate the effectiveness of this Annex no later than twelve (12) months prior to expiry.

5.5.3 Upon mutual consent of both parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.

5.5.4 Amendments to this Annex will be made in accordance with section 10.8.3 of the General Provisions of the Agreement.

5.5.5 Either Party may terminate this Annex at any time by providing at least six (6) months notice in writing to the other Party.

5.6 **Notices**

5.6.1 The Parties referenced in section 5.1.2 of this Annex undertake to give one another notice of any change in policy, regulations or legislation relating to their respective programs that is likely to affect this Annex.

5.6.2 In addition to those identified in section 11.1 of the General Provisions of the Agreement, any notice to be delivered under this Annex should be sent to the Party concerned as follows:

Deputy Minister
Ministry of Housing and Social Development
7th Floor – 614 Humboldt Street
P.O Box 9934 Stn. Prov. Govt.
Victoria, BC, V8W 9R2

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Annex E: Immigration Health

1.0 Preamble

Recognizing the multiple aspects of increasing diversity resulting from immigration, Canada and British Columbia have agreed to explore, identify, and undertake joint activities to better understand and address immigration health matters in British Columbia. This improved understanding will inform and facilitate the management of health issues related to immigration.

2.0 Purpose and Objective

2.1 Purpose

The purpose of this Annex is to establish mechanisms for continued communication and co-operation on joint policy and program areas related to immigration health, recognizing that there exist other federal / provincial / territorial forums on health.

2.2 Objectives

The objective of this Annex is to establish a Canada-British Columbia forum on immigration health in the following key areas:

- a) monitoring and discussing the impact of immigration in general and of specific immigration trends and policies on provincial population health and health care systems and costs;
- b) improving the health outcomes, health literacy, and integration of Immigrants and Refugees, especially those who face multiple barriers, in order to help support their effective socio-economic integration;
- c) establishing measures for safeguarding public health including timely flow of immigration medical surveillance information between Citizenship and Immigration Canada and British Columbia, including designated provincial public health authorities;
- d) facilitating cooperation among Citizenship and Immigration Canada, Ministry of Advanced Education and Labour Market Development, Ministry of Health Services, Ministry of Healthy Living and Sport, public health authorities, service provider organizations, and health service providers for the effective health management of group refugee resettlements

- e) reviewing and assessing the coverage and accessibility of Interim Federal Health Program (IFHP) and improving client and provider services to ensure appropriate access to health care for IFHP clients in British Columbia;
- f) collaborating to ensure readiness in British Columbia for the management of health concerns in potential large-scale arrivals of migrants; and
- g) exploring collaboration with other provincial, regional and national working groups related to immigration health.

3.0 Implementation

3.1 Governance

- 3.1.1 In accordance with section 10.1.1 of the General Provisions of the Agreement, the Agreement Management Committee (AMC) will ensure the appropriate mandate, structure and reporting requirements for the implementation of this Annex. In the absence of specific direction to the contrary, designated representatives (federal and provincial) will report to the AMC on an annual basis.
- 3.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:
 - a) for Canada, the Director General, Health Management Branch, Citizenship and Immigration Canada; and
 - b) for British Columbia, the Executive Director, Immigration Partnerships and Initiatives Branch, British Columbia Ministry of Advanced Education and Labour Market Development.
- 3.1.3 The objective agreed to in this Annex requires a multi-departmental approach, involving officials from the government of British Columbia drawn from Ministry of Advanced Education and Labour Market Development, Ministry of Health Services, Ministry of Healthy Living and Sport, and Citizenship and Immigration Canada Health Management Branch, Citizenship and Immigration Canada British Columbia/Yukon Region, and from British Columbia Health Authorities, as required and where appropriate.
- 3.1.4 Canada and British Columbia are committed to participate in a joint committee, in accordance with section 10.1.4 of the General Provisions of the Agreement that will facilitate the implementation and coordination of this Annex.

3.2 **Dispute Resolution**

In the case of a dispute or disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined section 10.3 of the General Provisions of the Agreement

3.3 **Information Sharing**

3.3.1 All arrangements made for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

3.4 **Program Integrity**

3.4.1 A results-based annual action plan will be jointly prepared by Canada and British Columbia by May 31st of each year for the duration of this Annex and submitted to the AMC for review.

3.4.2 The annual action plan will:

a) reflect the jointly identified priorities and issues under the key areas as set out in section 2.2 of this Annex; and

b) identify activities and expected results under the key areas.

3.4.3 Activities, actual results and recommendations will be submitted to the AMC as needed.

3.5 **Term and Amendments**

3.5.1 In accordance with sections 10.8.2 and 11.3 of the General Provisions of the Agreement, this Annex will be valid for five (5) years from the date of the Agreement coming into force.

3.5.2 The Parties agree to evaluate the effectiveness of the Annex no later than twelve (12) months prior to its expiry.

3.5.3 Upon mutual consent of both parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.

3.5.4 Amendments to this Annex will be made in accordance with section 10.8.3 of the General Provisions of this Agreement.

Canada-British Columbia Immigration Agreement

- 2010 -

Annex F: Temporary Foreign Workers

1.0 Preamble

- 1.1 For the purposes of this Annex, “Canada” means Canada as represented by the Minister of Citizenship and Immigration (“CIC”) and the Minister of Human Resources and Skills Development Canada (“HRSDC”), unless otherwise indicated. “British Columbia” means British Columbia as represented by the Minister of Advanced Education and Labour Market Development.
- 1.2 Whereas subsection 5(1) of the *Department of Citizenship and Immigration Act* (DCIA) authorizes the Minister of Citizenship and Immigration, with the approval of the Governor-in-Council, to enter into agreements with provinces for the purpose of facilitating the formulation, coordination and implementation - including the collection, use and disclosure of information - of policies and program for which the Minister is responsible; and whereas paragraph 204(c) of the *Immigration and Refugee Protection Regulations* (IRPR) authorizes the issuance of work permits under section 200 of the IRPR to foreign nationals who intend to perform work pursuant to an agreement entered into by the Minister of Citizenship and Immigration with a province; this Annex constitutes an agreement in accordance with subsection 5(1) of the DCIA, subsection 8(1) of the *Immigration and Refugee Protection Act* (IRPA) and paragraph 204(c) of the IRPR. This Annex shall be governed by the provisions of the Canada-British Columbia Immigration Agreement (the “Agreement”) in any matters not specifically addressed in this Annex.
- 1.3 Whereas, pursuant to the *Department of Human Resources and Skills Development Act* (DHRSDC Act), the powers, duties and functions of the Minister of Human Resources and Skills Development extend to all matters relating to human resources and skills development in Canada over which Parliament has jurisdiction and which are not by law assigned to any other Minister, department, board or agency of the Government of Canada; and whereas the Minister of Human Resources and Skills Development is authorized, pursuant to section 10 of the DHRSDC Act to enter into agreements with provinces for the purposes of facilitating the formulation, coordination and implementation of programs and policies related to the powers, duties and functions conferred by that Act.
- 1.4 Whereas paragraph 3 (1) (a) of the IRPA states that it is an objective of that Act “to permit Canada to pursue the maximum social, cultural and economic benefits of immigration”, Canada and British Columbia agree that a Temporary Foreign Worker (TFW) Annex to the Agreement will support British Columbia’s efforts to address its unique economic and social needs, which will in turn contribute to

Canada's overall social, cultural and economic benefit.

- 1.5 Canada and British Columbia agree that measures to facilitate and expedite the entry of TFWs will be taken recognizing the importance of supporting British Columbia's efforts to train and improve the skills of British Columbians, and of ensuring compliance with all applicable laws including those involving immigration, employment standards, workplace safety and labour regulations.
- 1.6 Canada and British Columbia recognize that providing opportunities for all foreign nationals legally in British Columbia to successfully participate in their respective workplaces and communities is essential to achieve the economic and social benefits of immigration policies and programs.

Therefore, Canada and British Columbia agree to the following:

2.0 Definitions

"Dependent" refers to persons meeting the definition of "dependent child" as set out in section 2 of the IRPR.

"Job" refers to any piece of work ("work" being defined in section 2 of the IRPR).

"Occupation" refers to a job which is defined and described in detail in the National Occupation Classification ("NOC") system as defined in section 2 of the IRPR.

"High-Skilled TFW" refers to any Temporary Foreign Worker whose occupation is found in levels 0, A or B of the NOC system.

A "Low-Skilled TFW" is any Temporary Foreign Worker who does not fit the definition of "High-Skilled TFW".

"Temporary Foreign Worker" or "TFW" refers to any foreign national who has been authorized to work temporarily in Canada.

"Temporary Foreign Worker Program" or "TFWP" or "TFW Program" refers to the functions under the IRPA and the IRPR that allow the Government of Canada to authorize foreign nationals to work temporarily in Canada.

"Labour Market Opinion" (or "LMO") is an opinion provided by HRSDC under section 203 of the IRPR and upon which a determination by an officer of CIC as to whether a job offer is genuine and whether the employment of the foreign national is likely to have a neutral or positive effect on the labour market in Canada is based.

Canada-British Columbia Working Group on Temporary Foreign Workers ("TFW Working Group") refers to the working group established in 2006 by representatives of the departments and ministries of the signatories to this Annex,

as well as representatives from related ministries.

3.0 Purpose and Objectives

3.1 Purpose

The purpose of this Annex is to identify areas of cooperation between Canada and British Columbia and to support the operation of the TFW Program in British Columbia in ways that:

- a) provide British Columbia with mechanisms to facilitate the entry of TFWs to British Columbia to meet its economic development priorities, in a manner that does not negatively affect the normal functioning of the local labour market;
- b) enhance information sharing between Canada and British Columbia for the purposes of research, evaluation, policy and operational matters;
- c) increase the awareness amongst employers, TFWs, and interested third parties of their respective rights and responsibilities; and
- d) facilitate research and evaluation of the TFW Program in order to enhance understanding of TFW outcomes.

3.2 Objective

- 3.2.1 The objective of this Annex is to allow Canada and British Columbia to better work together to meet the particular needs and circumstances of British Columbia's employers, labour market, and economy with respect to the role played by the entry of foreign workers to the province to work on a temporary basis. In better addressing the needs of British Columbia's employers, Canada and British Columbia recognize the unique situation of TFWs in the labour market, and are committed to protecting their rights.
- 3.2.2 Canada and British Columbia agree that meeting this objective will require the participation and co-operation of various federal and provincial departments, ministries and agencies in addition to those of the signing Ministers, including but not limited to the Canada Border Services Agency (CBSA) and on the part of British Columbia, the Ministry of Labour and the Ministry of Agriculture and Land.
- 3.2.3 The Annex seeks to promote the entry of TFWs destined to work in British Columbia through agreed-upon mechanisms as expeditiously as possible, taking into consideration applicable law, operational and resource constraints, and national security.

4.0 TFWs Recommended By British Columbia

- 4.1 Canada and British Columbia agree that addressing the objective outlined in this Annex can be achieved in part through joint planning and priority-setting with respect to the entry of TFWs into British Columbia.
- 4.2 Work Permit Issuance to Individual Foreign Nationals - Canada and British Columbia agree that, pursuant to paragraph 204(c) of the IRPR, CIC may issue a work permit to an eligible individual foreign national destined to work in British Columbia in a specific occupation for a named employer or defined group of employers without requiring a Labour Market Opinion, whenever British Columbia has provided CIC with a written recommendation to issue a work permit to that foreign national authorizing him or her to work for a particular employer or defined group of employers.
- 4.2.1 CIC and British Columbia agree that the number of work permits issued to principal applicants, pursuant to section 4.2 of this Annex, will be based on a written estimate from British Columbia. British Columbia will provide this estimate to CIC for each upcoming year, two months in advance of the start of that year.
- 4.3 Work Permit Issuance to Groups of Foreign Nationals - Canada and British Columbia also agree that, pursuant to paragraph 204(c) of the IRPR, CIC may issue work permits to foreign nationals who are destined to work in British Columbia in specific occupations, for an employer or a defined group of employers without requiring a Labour Market Opinion whenever British Columbia has provided CIC with a written recommendation to issue work permits to members of a defined group authorizing them to work for an employer or defined group of employers and the foreign nationals are determined to be members of that group.
- 4.3.1 British Columbia will only make a written recommendation to CIC pursuant to sections 4.2 and 4.3 after it has consulted with and obtained advice from the TFW Working Group (as defined in section 8.1.3 of this Annex), or some other intergovernmental group as agreed to by the Parties to this Annex, in relation to the proposed recommendation.
- 4.3.2 British Columbia will provide an estimate of the number of anticipated openings for any defined group of foreign nationals recommended under section 4.3 as part of its written recommendation to CIC.
- 4.3.3 Recommendations made under sections 4.2 and 4.3 will be limited to a maximum twelve-month validity, subject to renewal based upon a new recommendation.

4.4 For work permits issued pursuant to sections 4.2 and 4.3 of this Annex, British Columbia will act consistently with the objective set out in section 3.2 of this Annex. British Columbia also agrees to respect federal TFW Program principles and objectives, and to not undermine Canada's responsibilities to deliver the TFW program pursuant to the provisions of the IRPA and its Regulations. British Columbia will use sections 4.3 and 4.4 selectively, and does not intend to replace or replicate all Labour Market Opinions.

4.4.1 British Columbia will establish clear and transparent sets of criteria and procedures when proceeding pursuant to sections 4.3 and 4.4. British Columbia will develop these sets of criteria in cooperation with Canada, and will share with Canada its policies and procedures as adopted. Canada and British Columbia further agree to develop a system to provide Canada opportunities to comment on the development of policies and procedures related to British Columbia's recommendations;

4.4.2 British Columbia's recommendations may be made based on:

- a) local labour market demand;
- b) British Columbia's specific skills requirements;
- c) efforts by the British Columbia's employer community to fill job openings with Canadian citizens or permanent residents;
- d) implications for British Columbia's communities; and
- e) other considerations as may be determined by the Parties.

4.4.3 Work permit applications supported by a British Columbia recommendation will continue to be assessed against all other applicable IRPA and IRPR criteria, including the applicant's ability to perform the work sought and the likelihood that the applicant will voluntarily leave Canada at the end of the period authorized for their stay, noting that under subsection 22(2) of the IRPA a foreign national with the intention to become a permanent resident may still be eligible for temporary resident status in Canada. Applicants must also meet all admissibility criteria as outlined under the IRPA in order to obtain status as a temporary resident in Canada.

4.5 CIC will make all reasonable efforts to ensure that work permit applications made pursuant to a written recommendation as described in section 4.3 or section 4.4 of this Annex are processed in a timely manner.

5.0 Operational Improvements

- 5.1 HRSDC is committed to working with provinces towards establishing national service standards for the processing of completed LMO applications within twelve (12) months of signing this Annex.
- 5.2 HRSDC agrees to implement ongoing improvements to the processing of Labour Market Opinions. Improvements will include:
 - a) HRSDC posting Labour Market Opinion processing times on its website; and
 - b) HRSDC providing applicants with notification of the receipt of Labour Market Opinion applications.
- 5.3 British Columbia will endeavour to make information available for TFWs and prospective TFWs on eligibility for British Columbia health insurance, workers compensation benefits, applicable employer or government-sponsored pension plans, and protection under the relevant provincial and federal occupational health and safety, employment, and labour relations standards.
- 5.4 CIC agrees to pursue opportunities to ensure that appropriate levels of ongoing funding are secured that would provide a more stable resource base to allow the TFW Program to remain sufficiently responsive to dynamic labour market needs.
- 5.5 Canada and British Columbia will conclude TFW information and data sharing agreements or arrangements at the earliest possible opportunity.
- 5.6 Canada and British Columbia agree to engage through the Canada-British Columbia Working Group on Temporary Foreign Workers, as referred to in section 8.1.3 of this Annex, to develop a system to provide British Columbia opportunities to participate in the development of elements of the TFW Program that are specific to that, including but not limited to:
 - a) the determination of any occupations in British Columbia for which expedited or modified processes for obtaining a Labour Market Opinion might apply, and
 - b) the calculation and determination of prevailing wages to be used in assessing Labour Market Opinion applications from British Columbia employers.

6.0 Compliance and Enforcement

- 6.1 British Columbia and Canada agree that in order to maintain TFW Program integrity and the ability of Canada and British Columbia to facilitate the entry of TFWs into British Columbia, the effective monitoring of TFWs, employment agencies and employers in order to ensure their compliance with TFW Program requirements, as well as with all applicable federal and provincial laws, is essential.
- 6.2 British Columbia and Canada agree, where authorities exist, to cooperate in the on-going administration and enforcement of the TFW Program in British Columbia by working with all relevant departments, ministries and agencies that respond to complaints or other information regarding working and living conditions and employment standards associated with TFWs and their employment. British Columbia and Canada further agree to maintain a coordinated enforcement strategy for programs that have an impact upon TFWs.
 - 6.2.1 To facilitate these efforts, British Columbia and HRSDC will complete a Letter of Understanding to share information, and CIC will negotiate a Memorandum of Understanding to share information with British Columbia.
 - 6.2.2 Canada and British Columbia will ensure that any exchange of personal information will be undertaken and conducted in accordance with the applicable legislation and policies governing the protection, exchange and disclosure of information, as described in section 10.4.2 of the General Provisions of this Agreement for CIC and British Columbia and the DHRSDC Act for HRSDC.
- 6.3 Subject to regulatory authority, Canada agrees to consider information provided by British Columbia with respect to employer misrepresentation or non-compliance with federal and/or provincial legislation in the issuance or denial of Labour Market Opinions and/or work permits. This includes any requirements respecting the licensing of employment agencies in British Columbia.
- 6.4 Canada and British Columbia will jointly ensure that TFW Program requirements are clearly communicated to all parties that have responsibilities and obligations under the program in a timely manner.
 - 6.4.1 British Columbia will provide relevant information to CIC, which will, in turn, distribute it to TFWs prior to or upon their entry into Canada.
- 6.5 CIC will actively engage with the CBSA to make operational improvements to ensure enforcement of terms associated with work permits.

7.0 Innovative Initiatives

- 7.1 The Canada-British Columbia Working Group on Temporary Foreign Workers, as referred to in section 8.1.3 of this Annex, will initiate, where feasible, and subject to regulatory authority, the following pilot projects within twelve (12) months of this Annex coming into force:
- a) to permit foreign workers to gain the Canadian work experience needed for licensing, and to develop provisions for a work permit for specific regulated occupations, as determined by the Working Group, such that residence or Canadian experience requirements associated with provincial licensing rules do not bar TFWs from working in those occupations.
 - b) allow eligible spouses of TFWs engaged in work within the NOC C and D skill categories in British Columbia to receive open work permits.
 - c) allow eligible dependents, aged 18-22, of all TFWs in British Columbia to receive open work permits.
- 7.2 Subject to regulatory authority, CIC, in consultation with the Working Group referred to in section 8.1.3, will also work to develop occupation-specific (but non-employer specific) work permits for TFWs working in those occupations in British Columbia. These work permits may be issued to TFWs in industries that meet British Columbia's economic development needs, in a manner that permits limited mobility of certain high-skilled TFWs within that particular industrial sector but does not negatively affect the normal functioning of the local or national labour market.
- 7.3 CIC and British Columbia will explore the feasibility of initiating a bilateral pilot project to test new methods to facilitate the recruitment of agricultural workers by British Columbia farmers to address shortages of agricultural workers. The pilot project will explore and promote a partnership agreement or arrangement between intergovernmental, government and non-governmental organizations in an effort to improve the recruitment and selection process by employers in the farm sector.
- 7.4 The Working Group referred to in section 8.1.3 will amend its terms of reference to be consistent with the responsibilities assigned to it under this Annex.

8.0 Implementation

8.1 Governance

- 8.1.1 In accordance with section 10.1.1 of the General Provisions of the Agreement, the Agreement Management Committee (AMC) will determine the appropriate mandate, structure and reporting requirements for the implementation of this Annex. In the absence of specific direction to the contrary, designated representatives (federal and provincial) will report to the AMC on an annual basis.

8.1.2 The designated representatives for the purpose of communication and notification pursuant to this Annex are:

- a) for CIC, the Director, Integration Branch;
- b) for HRSDC, the Director, Temporary Foreign Worker Directorate; and
- c) for British Columbia, the Director, Labour Market Initiatives, Ministry of Advanced Education and Labour Market Development.

8.1.3 Canada and British Columbia agree to maintain the TFW Working Group to oversee the implementation of this Annex and to meet the ongoing objectives set out in this Annex.

8.1.4 The TFW Working Group will report to the AMC, as established in section 10.1.4 on an annual basis.

8.2 Dispute Resolution Process

In the case of a dispute or a disagreement under this Annex, Canada and British Columbia agree to follow the dispute resolution process outlined in section 10.3 of the General Provisions of the Agreement.

8.3 Information Sharing

8.3.1 All arrangements made for information sharing shall be in accordance with section 10.4 of the General Provisions of the Agreement.

8.3.2 Canada and British Columbia agree to share information on prospective and actual TFWs destined to British Columbia to the extent permitted by law. Canada and British Columbia further agree to make available to each other all relevant labour market information in their possession, subject to legal restrictions.

8.3.3 CIC will attempt to obtain authorization from all work permit applicants destined for British Columbia to allow the sharing of work permit application information with British Columbia by redesigning the work permit application form. This information will be used by British Columbia as a basis for assessing the effectiveness of mechanisms, processes and engagement efforts.

8.4 Program Accountability and Evaluation

8.4.1 Canada and British Columbia agree to encourage research related to the TFW program, and to annually share their respective research priorities and planned activities, and to cooperate on research initiatives and evaluations, as appropriate. Where appropriate, the Parties further agree to share with each other the results of any such research and evaluation activities.

8.4.2 Canada and British Columbia agree to co-operate to improve the capture and understanding of TFW program accountability measures such as processing times

and occupational coding of work permit recipients destined to British Columbia, to support the ongoing review and evaluation of the TFW program.

- 8.4.3 Canada will evaluate the national TFW program on a five-year cycle so as to meet federal government accountability and evaluation requirements. The operation of the federal TFW Program within the province of British Columbia will be evaluated as a component of the national study of the national TFW Program. Canada will lead the evaluation of the national TFW program, including the development of the evaluation framework and other national evaluation activities. Canada and British Columbia agree to cooperate for the purpose of evaluation, and agree to share their respective evaluation reports.
- 8.4.4 CIC agrees to develop means and procedures to code the work permits of TFWs who are destined to work in British Columbia in such a way that data pertaining to that group can be extracted from the data for the overall national TFW Program, and shared with British Columbia, within the limits of Canada's management information technology. This includes noting work permits that are issued under a British Columbia recommendation as described in section 4.0 of this Annex, and work permits issued under the provisions of section 7.0 of this Annex.
- 8.4.5 Canada and British Columbia agree to undertake a joint review of the pilots as outlined in section 7.0. Process and review timelines will be established by the Working Group, referenced in section 8.1.3.
- 8.4.6 Canada and British Columbia will collaborate on the development and implementation of any future TFW Program accountability measures that relate specifically to the functioning of the TFW Program in British Columbia.

8.5 Term and Amendments

- 8.5.1 In accordance with section 10.8.2 of the General Provisions of the Agreement and section 8.5.9 of this Annex, this Annex will be valid for five (5) years from the date of the Annex coming into effect.
- 8.5.2 The Parties agree to evaluate the effectiveness of the Annex no later than twelve (12) months prior to expiry.
- 8.5.3 Upon mutual consent of both parties in writing, the terms and conditions of this Annex can be extended at any time prior to its expiry, subject to any required approval or authorization including the approval of the Governor in Council.
- 8.5.4 All provisions of this Annex and any amendments to it will continue to operate and be effective, notwithstanding any termination of the General Provisions of the Agreement itself.
- 8.5.5 In keeping with the objectives set out in section 3.0 of this Annex, Canada will be open and transparent concerning its intention to enter into agreements with other

provinces respecting TFWs. Canada will provide, at British Columbia's request,

- a) copies of other federal-provincial agreements made under paragraph 204 (c) of the IRPR; and
- b) access to terms and conditions of other federal-provincial TFW agreements.

8.5.6 Any term of this Annex may be amended by the written mutual consent of the signatories of this Annex or their designate, subject to any required approval or authorization including approval of the Governor-in-Council.

8.5.7 This Annex may be terminated by any of the signatories to the Annex at any time by providing twelve (12) months' notice in writing to the others.

8.5.8 British Columbia will advise Canada on any proposed agreement or arrangement British Columbia may choose to enter into with another party to carry out British Columbia's responsibility under this Annex.

8.5.9 This Annex will take effect on the date that it is signed by the last of the Parties to do so.

8.6 Notices

In addition to those identified in section 8.1.2 of this Annex, any notice to be delivered under this Annex should be sent to the Party concerned as follows:

Address for notice to British Columbia:

Deputy Minister
Ministry of Advanced Education and Labour Market Development
6th Floor – 1019 Wharf St.
P.O. Box 9213 Stn. Prov. Govt.
Victoria, British Columbia V8W 9J1

Address for notice to Citizenship and Immigration Canada:

Deputy Minister
Citizenship and Immigration Canada
365 Laurier Avenue West
Ottawa, Ontario K1Z 1L1

Address for Notice to Human Resources and Skills Development Canada:

Deputy Minister
Human Resources and Skills Development Canada
140 Promenade du Portage
13th Floor
Gatineau, Quebec K1A 0J9

SIGNED this _____ day of _____, 2009

Minister of Citizenship and Immigration

Minister of Human Resources and Skills Development

Minister of Advanced Education and Labour Market Development