

ANNEX A

PROVINCIAL NOMINEES

1.0 PREAMBLE

- 1.1 Section 95 of the *Constitution Act, 1867* recognizes the concurrent powers of legislation of the federal and provincial governments in immigration matters;
- 1.2 Both parties recognize that Alberta has particular needs and circumstances, and that Alberta is best positioned to determine the specific needs of the province vis-à-vis immigration. Both parties further agree that these needs can be accommodated insofar as they are not incompatible with the *Immigration and Refugee Protection Act and Regulations*;
- 1.3 Both parties recognize the role of immigration in supporting the economic development of communities in Alberta, including francophone communities;
- 1.4 Subsection 8(1) of the *Immigration and Refugee Protection Act* authorizes the Minister of Citizenship and Immigration, with the approval of the Governor in Council, to enter into an agreement with any province or group of provinces for the purpose of facilitating the formulation, coordination and implementation of immigration policies and programs;
- 1.5 Section 10 (2) (a) of the *Government Organization Act*, R.S.A., Chapter, G-10 authorizes Alberta's Minister of Employment, Immigration and Industry to enter into an agreement with the Government of Canada on behalf of Alberta.
- 1.6 Both parties intend to enter into an agreement pursuant to section 87 of the *Immigration and Refugee Protection Act* regulations governing the appointment of Provincial Nominees;
- 1.7 This agreement replaces the Canada-Alberta Agreement on Provincial Nominees which was entered into on March 2, 2002 and subsequently extended until April 30, 2007.

2.0 DEFINITIONS

- 2.1 For the purposes of this Agreement:
 - a) except where otherwise provided in this agreement, words used in the agreement which are defined in the *Immigration and Refugee Protection Act*, R.S.C. 2002,

as amended or in the *Immigration and Refugee Protection Regulations*, have the same meaning as in that Act or those Regulations; and

- b) a reference to the *Immigration and Refugee Protection Act* or the *Immigration and Refugee Protection Regulations* is a reference to the Act or those Regulations as amended from time to time.

3.0 PURPOSE AND OBJECTIVES

- 3.1 The objective of the agreement is to define the roles and responsibilities of Canada and Alberta in relation to the operation of Alberta's Provincial Nominee Program.
- 3.2 This agreement provides Alberta with a mechanism to increase the economic benefits of immigration to Alberta, based on economic priorities and labour market conditions including regional development, by permitting Alberta to nominate Provincial Nominees. Alberta will also consider the economic development priorities of communities in Alberta, including francophone communities.
- 3.3 This agreement permits the processing and admission to Canada of candidates nominated by Alberta for permanent residence as expeditiously as possible, taking into account statutory requirements, operational and resource constraints, Canada's immigration projections and Alberta's provincial nominee activity plan, and service standards as developed.

4.0 PROMOTION AND RECRUITMENT

- 4.1 Alberta and Canada agree to cooperate in the promotion and recruitment of Provincial Nominees.
- 4.2 In identifying promotion and recruitment strategies, Alberta will undertake appropriate consultations with communities in Alberta, including francophone communities.
- 4.3 Alberta will maintain a website to provide information to prospective immigrants who intend to reside and work in Alberta and prepare information for staff working in Canadian missions abroad.
- 4.4 Canada agrees to make all reasonable efforts to assist Alberta to identify prospective immigrants to fulfill Alberta's targets in its immigration strategy (subject to Mission-specific limitations).
- 4.5 Canada recognizes that Alberta may undertake its own promotion and recruitment activities consistent with the intent of this Agreement.
- 4.6 Alberta may enter into partnership 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
- b. advise Canada of such partnerships.

5.0 ASSESSMENT AND NOMINATION

- 5.1 Alberta has the sole and non-transferable responsibility to assess and nominate candidates who, in Alberta's determination:
 - a. will be of benefit to the economic development of Alberta; and
 - b. have a strong likelihood of becoming economically established in Alberta.
- 5.2 Provincial Nominee applicants may be nominated on the basis of economic benefit to Alberta, including long-term regional growth and community development.
- 5.3 In exercising its nomination authority under this Agreement, Alberta will follow the procedures and criteria for nomination established by Alberta, as amended from time to time. Alberta will share its criteria with Canada and keep written records of its assessments of its nominees against those criteria.
- 5.4 Alberta will develop an annual provincial nominee plan based on principles established by Alberta, and will share this plan with Canada.
- 5.5 Alberta's annual provincial nominee plan will be submitted to Canada in a timely manner to allow for levels planning for the following year. Canada undertakes to incorporate Alberta's Provincial Nominee objectives into the operational targets set for visa offices. The targets, which will be agreed to by both parties, may be exceeded at any time during the year, upon agreement by both parties.
- 5.6 Alberta will issue a dated nomination certificate, valid in accordance with Alberta's administrative requirements for each provincial nominee. For security reasons, Alberta will forward a copy of the certificate to the mission where the candidate will apply for admission. A nomination certificate received directly from the candidate or other parties will not be accepted as evidence pursuant to section 5.8 and 5.9.
- 5.7 Canada agrees to process applicants nominated for Permanent Resident status by Alberta as expeditiously as possible with a view to achieving targets that have been integrated into Canada's annual delivery plan.
- 5.8 Upon receipt of the Certificate of Nomination from Alberta, Canada will:
 - a. exercise the final selection;
 - b. determine the admissibility of the nominee and his or her dependants with respect to legislative requirements including health, criminality and security; and
 - c. issue immigrant visas to provincial nominees and accompanying dependants who meet all the admissibility requirements of *the Immigration and Refugee Protection Act* and *Immigration and Refugee Protection Regulations* and of this Agreement.

- 5.9 Canada will consider a nomination certificate issued by Alberta as a determination that admission is of benefit to the economic development of Alberta and that Alberta has conducted due diligence to ensure that the applicant has the ability and is likely to become economically established in Alberta.
- 5.10 Processing of applications and issuance of visas may continue beyond the calendar year in which the nomination certificate was issued.
- 5.11 Should Canada determine that an individual nominated by Alberta is likely to be refused an immigrant visa, Alberta will be notified immediately and consulted regarding the reasons for possible refusal.
- 5.12 Alberta may raise concerns or seek clarification from the assessing officer at the relevant mission with respect to a potential refusal, within 90 days from the date of being advised by Canada. Further representation, if necessary, may be made to the program manager at the mission within the 90-day period.
- 5.13 Where Canada determines that it will refuse to issue an immigration visa, Canada will advise Alberta before final decision.
- 5.14 Where an individual nominated by Alberta has received a job offer from a Alberta-based employer, the responsible Canadian Visa Officer may issue a temporary work permit pursuant to the IRPR, if the work permit application includes a letter from Alberta that:
- a. states that the nominated individual is urgently required by the employer; and
 - b. determines 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
 - c. requests the Visa Officer to issue a temporary work permit.
- 5.15 Alberta will not issue a nomination certificate to anyone whose employment will affect the settlement of any labour dispute 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 Alberta.

6.0 TEMPORARY ADMISSION TO FACILITATE PROMOTION AND RECRUITMENT

- 6.1 Canada and Alberta may develop partnerships or projects that may include information sharing, facilitating exploratory visits, promotion and recruitment and support for regionalization.
- 6.2 Canada recognizes the legitimate requirement for exploratory visits by potential immigrants to Alberta when issuing temporary resident visas, taking into account that all of Canada's statutory obligations must be met.

7.0 PROGRAM EVALUATION AND INFORMATION EXCHANGE

- 7.1 Canada and Alberta recognize the importance of evaluating the Provincial Nominee Program in order to determine its impacts and outcomes in Alberta. Accordingly, immediately following the date of the signing of this Agreement, Canada and Alberta will jointly develop evaluation objectives and an evaluation schedule, to be reassessed jointly every three years. These objectives and schedule will ensure that sufficient data and analysis are completed. Alberta will conduct formal evaluations in accordance with the objectives and evaluation schedule. Alberta agrees to make the evaluation results available to CIC.
- 7.2
 - a) All collection, use, disclosure, retention and destruction of personal information under this MOU will be in conformity with the requirements of the *Privacy Act* (R.S.C. 1985, c. P-21), for Canada, and the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25 for Alberta and all Regulations made under those Acts.
 - b) For this purpose, the parties undertake specifically to:
 - i) collect only such personal information as is required to carry out the Program;
 - ii) limit disclosure of personal information to the information required to carry out the Program;
 - iii) take appropriate action to ensure that
 - only the appropriate representatives of Citizenship and Immigration Canada and Alberta can have access to the personal information collected or shared; and,
 - information to be shared is protected during communication or transmittal;
 - iv) take reasonable security measures to ensure the physical integrity of locations where collected and shared information is stored and that the confidential nature of that information is thereby protected during use, retention and disposal; and,
 - v) inform the other party of any failure to protect the confidentiality of personal information on its part, on the part of its staff, or on the part of persons working on the Program.

- c) Each party is responsible for their own employees' actions and for the actions of any third parties hired by them (consultants, contractors, etc.).
- 7.3 Subject to applicable legislation and policies governing the disclosure of personal information, Canada and Alberta agree to share information on prospective and actual immigrants so as to maximize the effect of recruitment and retention efforts. This will include tracking of provincial nominees to Alberta for a minimum of three years from their date of entry, as a basis for assessing the effectiveness of targeted recruitment and integration and retention activities.
- 7.4 Canada and Alberta 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.
- 7.5 In order to facilitate the exchange of information between Canada and Alberta, Alberta will obtain from each nominee a signed consent allowing Canada to share with Alberta information regarding the nominee's application, including the processing thereof.
- 7.6 Canada will provide Alberta with information on a quarterly basis, on statistical average processing times of provincial nominees destined to Alberta.
- 7.7 Canada will provide Alberta with names and dates of admissions of Alberta-destined provincial nominees monthly.

8.0 OTHER

- 8.1 The official representatives for the purpose of communication and notification pursuant to this Agreement are:
 - a. for Canada, the person carrying out the duties of the position currently titled Director, Permanent Resident Policy and Programs, Immigration Branch, or any successor to this position whose duties are the same (or are substantially similar).
 - b. for Alberta, the person carrying out the duties of the position currently titled Director, Alberta Provincial Nominee Program, Regional Development Branch, Industry and Regional Development Division, Alberta Employment, Immigration and Industry, or any successor to this position whose duties are the same (or are substantially similar).
- 8.2 Canada and Alberta agree to meet bilaterally as necessary for the purpose of:
 - a. ensuring that necessary communication for the furtherance of activities under this Agreement takes place, including the exchange of information regarding

- likely processing times for provincial nominees, and ways that Canada and Alberta can cooperate to optimize these processing times; and
- b. providing a forum for the consideration and resolution of disputes between the parties with respect to the selection decisions of Canada regarding the admission, or denial of admission, of provincial nominee candidates.
- 8.3 With respect to practices under this Agreement Canada and Alberta are each subject to audit by their own respective audit and evaluation agencies. Within the bounds of their own legislative authority, and as authorized by law, the parties agree to provide full cooperation and information if, when and where such audits take place.
- 8.4 Subject to clause 8.6, this Agreement will remain in effect indefinitely.
- 8.5 In keeping with the purpose and scope of this Agreement, Canada will be open and transparent concerning its intention to enter into agreements with other provinces respecting provincial nominee programs. Canada will provide, at Alberta's request, other federal provincial agreements made under section 8 of the *Immigration and Refugee Protection Act*, and will negotiate amendments to this Agreement, based on other Provincial Nominee Agreements and taking into consideration the different needs and circumstances of the provinces.
- 8.6 This Agreement may be amended by written agreement by the parties as identified in clause 8.1 at any time.
- 8.7 This agreement may be terminated by either party at any time by providing twelve months' notice in writing to the other. Both parties will take reasonable steps to reduce any costs attributable to a termination of the agreement, and to minimize any negative impacts on clients.
- 8.8 Any notice to either party with respect to this Agreement shall be effectively given if delivered or sent by letter, e-mail or facsimile to the party identified in section 8.1. Any notice that is mailed shall be deemed to have been received five days from the date sent as determined from the postmark, and any notice sent by e-mail or facsimile shall be deemed to have been received one working day after being sent.
- 8.9 Alberta will advise Canada on any proposed arrangement to be entered into with another party to carry out Alberta's responsibility under this Agreement.
- 8.10 This agreement will come into effect on the date signed by the last of the parties to do so. This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 8.11 The French and English versions of this Agreement are equally authoritative.

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 Diane Finley Minister Citizenship and Immigration Canada

FOR THE GOVERNMENT OF ALBERTA

_____	_____	_____
Witness	Date	The Honourable Iris Evans Minister of Employment, Immigration and Industry

Approved pursuant to the *Government Organization Act*.

_____	_____	_____
Witness	Date	The Honourable Guy Boutilier Minister of International, Intergovernmental and Aboriginal Relations