

**AGREEMENT FOR
CANADA-PRINCE EDWARD ISLAND
COOPERATION ON IMMIGRATION**

General Provisions

1.0 PREAMBLE

This Agreement is BETWEEN:

The Government of Canada, as represented by the Minister of Citizenship and Immigration
(herein after referred to as “Canada”)

OF THE FIRST PART

AND

The Government of Prince Edward Island, as represented by the Minister Responsible for
Development (hereafter called “Prince Edward Island”)

OF THE SECOND PART

- 1.1** WHEREAS Section 95 of the Constitution Act, 1867 recognizes the concurrent powers of legislation of the federal and provincial governments in immigration matters. The Constitution Act of 1982 refers to provinces and territories.
- 1.2** AND WHEREAS the Canadian Charter of Rights and Freedoms guarantees certain mobility rights to every person who has the status of a permanent resident of Canada and guarantees equal protection and equal benefit of the law to everyone without discrimination.
- 1.3** AND WHEREAS Section 108(1) of the Immigration Act R.S.C. 1985, c. 1-2, as amended (hereinafter referred to as the Immigration Act), requires the Minister to consult with the provinces respecting the measures to be undertaken to facilitate the adaptation of permanent residents to Canadian society and the pattern of immigrant settlement in Canada in relation to regional demographic requirements.
- 1.4** AND WHEREAS Section 108(2) of the Immigration Act authorizes the Minister, 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** AND WHEREAS the Executive Council Act provides Prince Edward Island with the authority to enter into agreements with Canada on matters relating to immigration.
- 1.6** AND WHEREAS the Immigration Act is designed, among other things, to:
 - a)** foster the development of a strong and viable economy and the prosperity of all regions in Canada; and
 - b)** enrich and strengthen the cultural and social fabric of Canada, taking into account its federal and bilingual character.

- 1.7** AND WHEREAS Canada recognizes the goals of Prince Edward Island with respect to fostering integration and full participation of residents in the society of Prince Edward Island.
- 1.8** AND WHEREAS Prince Edward Island recognizes the goals of Canada with respect to official languages.
- 1.9** AND WHEREAS Canada and Prince Edward Island wish to conclude an agreement with regard to co-operation on immigration matters including the selection, admission, control and settlement of immigrants and non-immigrants wishing to reside in Prince Edward Island.
- 1.10** AND WHEREAS Canada and Prince Edward Island wish to conclude an agreement with regard to co-operation on immigration matters to enable Prince Edward Island to better manage the impact of immigration in order to maximize economic and social benefits to Prince Edward Island society.
- 1.11** AND WHEREAS Canada and Prince Edward Island 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 Prince Edward Island;
 - b)** achieving family reunification and humanitarian goals through the immigration program;
 - c)** maintaining and protecting the health, safety and good order of Canadian society as they relate to immigration;
 - d)** ensuring legislation and regulations are enforced and programs are not abused;
 - e)** making research and analysis available as input to the policy development process; and
 - f)** ensuring that immigrants have access to a reasonably comparable range of settlement services across Canada.
- 1.12** Both Parties recognize that:
- a)** an integrated approach within Canada and abroad will best serve Canada's national interests related to immigration;
 - b)** Prince Edward Island has particular needs and circumstances and that these can be accommodated insofar as they are not incompatible with national immigration policy and legislation; and

- c) immigration is a process and all parts of that process (promotion and recruitment, selection, admission, control, settlement) play a role in the potential contribution of immigration to the social, demographic and economic goals of both Canada and Prince Edward Island.

Therefore Canada and Prince Edward Island agree to the following:

2.0 Definitions

2.1 For the purposes of this Agreement:

- a) except where otherwise provided in this Agreement or in any of the annexes appended thereto, words used in this Agreement which are defined in the Immigration Act or in the Immigration Regulations, have the same meaning as in that Act or those Regulations
- b) a reference to the Immigration Act or the Immigration Regulations is a reference to the Act or those Regulations as amended from time to time;
- c) “non-immigrants” means visitors (including temporary workers and students), refugee claimants and Ministers Permit holders.

3.0 Purpose and Objectives

3.1 The objectives of this Agreement are:

- a) to foster an effective partnership between Canada and Prince Edward Island for the recruitment, selection, admission, control and settlement and integration of immigrants to Prince Edward Island;
- b) to establish a process for Canada and Prince Edward Island to consult and co-operate on the development and implementation of policies, and on the level and composition of immigrants to Canada and Prince Edward island;
- c) to delineate the responsibilities of Canada and Prince Edward Island for the recruitment, selection, admission, control, and settlement and integration of immigrants and non-immigrants to Prince Edward Island;
- d) to provide Prince Edward Island the opportunity to influence immigration planning, policies, and programs in such a way as to support its particular social, demographic, economic development and labour market priorities, including skill shortages;
- e) to foster co-operation in sharing information and research related to immigration matters; and

- f) to collaborate on deterring family class sponsorship default and enforcing sponsorship obligations.

Along with the General Provisions, the following annex forms part of this Agreement:

- g) Annex A - Provincial Nominees

- 3.2 Canada and Prince Edward Island agree to negotiate in good faith and in a timely fashion, additional annexes to this Agreement which reflect the broad objectives of the Agreement and are related to other subjects as mutually agreed upon.

4.0 Policy Development and Levels Planning

- 4.1 Canada shall establish general immigration policies, taking into consideration Prince Edward Island's demographic, social and economic objectives and needs, as identified through consultation processes described in 9.0.
- 4.2 Pursuant to its responsibility under Section 7(1) of the Immigration Act, Canada shall annually table national immigration and refugee plans, taking into consideration Prince Edward Island's demographic, social and economic objectives, and the special needs of Prince Edward Island as identified by the Program Management Committee described in section 9.3.

5.0 Promotion and Recruitment

- 5.1 Canada and Prince Edward Island shall co-operate where practicable on planning and implementing promotion and recruitment activities abroad, recognizing Canada's responsibility for co-ordinating such activities nationally.
- 5.2 This Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.
- 5.3 Canada will work with Prince Edward Island to explore ways in which Prince Edward Island can best pursue its interests in the international education field and the entry of international students.

6.0 Selection, Admission and Control

- 6.1 Canada shall determine national standards and objectives relating to immigration.

- 6.2** Canada shall define the general classes of immigrants and classes of persons who are inadmissible to Canada; determine Convention refugee status; and determine the admission requirements for visitors including foreign students and temporary workers.
- 6.3** Canada shall be responsible for the selection, admission, control and compliance of all immigrants to Canada, except as otherwise set out in this Agreement and its annexes.
- 6.4** Prince Edward Island shall have the opportunity to influence selection and control policies, taking into consideration the specific goals of Prince Edward Island, the need to maintain national standards and resource constraints of Citizenship and Immigration Canada. This may include proposals for selection criteria for skilled workers and business immigrants and proposals for lawful conditions related to the control of entrepreneurs, as may be established in annexes to this Agreement.
- 6.5** In accordance with its international obligations, Canada shall determine who is a refugee within the meaning of *the United Nations Convention Relating to the Status of Refugees*, and who are persons in similar circumstances in need of Canada's protection.
- 6.6** Prince Edward Island shall plan for the settlement and integration of a number of persons seeking admission to Canada as Convention refugees seeking resettlement and persons seeking admission to Canada as members of Canada's Humanitarian Designated Classes Regulations as estimated in the annual levels planning exercise. While this number is not expected to exceed Prince Edward Island's percentage share of total immigration, the need for flexibility in responding to emerging humanitarian needs will be recognized.
- 6.7** Canada has the authority to decide whether persons who are determined to be medically inadmissible should be permitted to come into Canada.
- 6.8** Canada shall consult Prince Edward Island on medically inadmissible cases destined to Prince Edward Island which are under consideration for admission for humanitarian and compassionate reasons. Prince Edward Island shall have the authority to make recommendations on whether medically inadmissible cases destined to Prince Edward Island should be permitted to come into Canada and in doing so will endeavour to balance humanitarian and other considerations.
- 6.9** With written notice, Prince Edward Island may waive the right to be consulted for specified groups of medically inadmissible cases.

7.0 Program Integrity

- 7.1** Recognizing that it is in their mutual interest and benefit, Canada and Prince Edward Island shall work together to ensure that their respective programs, as they relate to immigrants and non-immigrants, serve only those for whom they are intended while respecting the interests of Canadian society.
- 7.2** The commitment to co-operate pursuant to section 8.2 of this Agreement shall 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.
- 7.3** In view of the potential for family class sponsorship default to have an impact on provincial services, Canada and Prince Edward Island undertake to co-operate in developing and implementing mechanisms for deterring family class sponsorship default and facilitating the enforcement of sponsorship obligations as may be established in an annex to this Agreement.

8.0 Information Sharing and Research

- 8.1** In the interest of immigration policy development, program design, evaluation, program delivery and enforcement, reducing unnecessary overlap and duplication, and accurately quantifying settlement, integration and refugee costs, Canada and Prince Edward Island agree to co-operate by exchanging data and conducting research.
- 8.2** Canada and Prince Edward Island shall co-operate, to the extent possible, with respect to ensuring the integrity of their respective programs including, but not limited to, such immigration control and enforcement matters as: sharing information; conducting research and establishing mutual reporting arrangements; investigating matters of program abuse; enlisting the co-operation of other agencies in addressing issues of criminality and public safety; co-ordinating and streamlining the treatment of enforcement cases involving both jurisdictions; and sharing services and facilities, such as for the purposes of detention.
- 8.3** Canada and Prince Edward Island shall take all steps to ensure that any information sharing and research shall be conducted in accordance with applicable federal and provincial legislation and policies related to privacy, access to information and security of records.
- 8.4** Specific arrangements for sharing information and research shall be concluded in each case through an appropriate agreement or memorandum of understanding (MOU).

9.0 Consultation

- 9.1** Canada and Prince Edward Island agree that meaningful consultation is necessary to help both Parties address their needs and objectives related to immigration, and will agree to meet at least annually to discuss matters related to this Agreement
- 9.2** The consultation process should encourage the exchange of ideas and information, permit sufficient time for studying proposals, and provide a forum to reach consensus.
- 9.3** A joint Program Management Committee will be established with a general mandate to oversee the implementation of this Agreement, including exchanging information, acting as the forum for the annual consultation on immigration levels, and addressing policy or operational issues that have an impact on the implementation of this Agreement.
- 9.4** The Program Management Committee shall meet at least once annually and shall be co-chaired by the Regional Director for the Atlantic Region and the Director of Immigration, Investment and Trade Policy Division, Government of Prince Edward Island and the Director of Intergovernmental and Stakeholder Relations or their designates. Members of this committee shall include, as appropriate, Citizenship and Immigration Regional and National Headquarters officials and, federal departments and provincial ministries responsible for programs and services related to immigration.
- 9.5** The Program Management Committee may establish, by mutual agreement, ad hoc groups or sub-committees, with third party participation if appropriate, for the purpose of implementing this Agreement. These groups and sub-committees may develop and recommend to the Program Management Committee additional annexes to this Agreement.
- 9.6** Canada and Prince Edward Island agree to consult each other when either Party is contemplating a policy, program or legislative change which could have a significant impact, fiscal or otherwise, on the other Party or on the operation of this Agreement.
- 9.7** Prince Edward Island agrees to participate in multilateral consultation processes associated with developing or promoting national immigration initiatives or resolving conflicts.

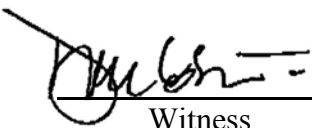
10.0 General / Implementation

- 10.1** Canada and Prince Edward Island shall take all reasonable measures which are necessary to implement this Agreement.

- 10.2** Annexes contained in this Agreement and those agreed upon following the signing of this Agreement form part of this Agreement.
- 10.3** Subject to section 10.4, provisions for duration, amending, renewing and terminating this Agreement are as follows:
- a) The General Provisions shall be valid for five years.
 - b) Unless otherwise provided for within a specific annex, each annex to the Agreement shall be valid for five years from the date of its signature and incorporation into the Agreement.
 - c) The Agreement shall be subject to review by the Parties one year prior to its expiry.
 - d) The Agreement may be amended by the mutual written consent of the Parties.
 - e) The Parties may agree, in writing, to renew the Agreement in its entirety parts thereof.
 - f) Either Party may terminate the General Provisions upon providing the other Party with at least six months notice.
 - g) Unless otherwise provided for within a specific annex, each annex may be terminated by either Party with six months notice.
- 10.4** Specific arrangements for amendments and termination as detailed in the annexes to this Agreement take precedence over section 10.3.
- 10.5** The termination of one or more of the annexes to the Agreement does not affect the continuation of the General Provisions. Similarly, the termination of the General Provisions does not affect the continuation of annexes to the Agreement. The Annexes to this Agreement and all of the provisions of this Agreement necessary to give effect to the Annexes will survive any expiration or sooner termination of this Agreement.
- 10.6** In keeping with the purpose and objectives of this Agreement, Canada will be open and transparent concerning its intention to enter into agreements with other provinces and Canada will provide, at Prince Edward Island's request, other federal-provincial agreements made under section 108 of the Immigration Act, and will negotiate amendments to this Agreement, taking into consideration the different needs and circumstances of the provinces. For any new Canada-wide immigration initiatives, arrangements made with one province/territory will be made available to all provinces/territories in a manner consistent with their diverse circumstances.
- 10.7** The English and French language versions of this Agreement are equally authoritative.

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

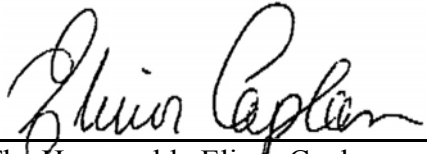
FOR THE GOVERNMENT OF CANADA



Witness

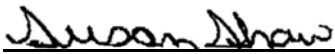
March 23/201

Date



The Honourable Elinor Caplan
Minister, Citizenship and Immigration

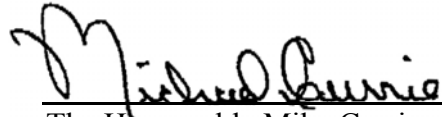
FOR THE GOVERNMENT OF PRINCE EDWARD ISLAND



Witness

March 29/01

Date



The Honourable Mike Currie
Minister of Development

1.0 PURPOSE AND OBJECTIVES

- 1.1** This is an Annex to provide for the admission to Canada of immigrants nominated by the Province of Prince Edward Island, consistent with Prince Edward Island's provincial policies and strategies pertaining to immigration to the Province.
- 1.2** Canada and Prince Edward Island agree that the objectives of this Annex are:
- a) to admit provincial nominees to Prince Edward Island whose admission is consistent with the province's immigration policies and which will support the industrial and economic goals of Prince Edward Island;
 - b) to admit to Prince Edward Island those immigrants nominated by the Province of Prince Edward Island and their qualifying dependents;
 - c) to process provincial nominees nominated by Prince Edward Island for permanent residence as expeditiously as possible, taking into account statutory requirements, operational and resource constraints, and service standards as developed.

2.0 NOMINATION

- 2.1** Prince Edward Island may nominate up to 200 immigrants destined to Prince Edward Island for each calendar year or a portion thereof during the duration of this Annex as set out in Section 9.0. Targeted levels can be exceeded upon mutual consent of both parties where the Province demonstrates that significant economic or industrial benefits will accrue to Canada and Prince Edward Island.
- 2.2** Immigrants nominated by Prince Edward Island must be identified by Prince Edward Island as fulfilling a particular need consistent with Prince Edward Island's provincial policies on immigration and economic/industrial development. Prince Edward Island agrees to consult Canada when its nomination strategy is altered by changes to the provincial immigration and economic/industrial development policies.
- 2.3** In setting its annual immigration levels, Canada will consider immigrants nominated by Prince Edward Island as being in addition to those immigrants normally expected to go to Prince Edward Island, and this incrementality will be reflected in Canada's overall immigration levels planning.
- 2.4** In exercising its nomination authority under this Annex, Prince Edward Island will follow its procedures and criteria for nomination, as amended by Prince Edward Island from time to time. Prince Edward Island will keep written records of its assessments of its nominees against these criteria.

- 2.5** Notwithstanding the nomination authority of Prince Edward Island as set out in this Annex, Canada remains responsible for
- a) determining the admissibility of each nominee and his or her dependents with respect to all legislative requirements including health, criminality and security;
 - b) exercising the final selection authority, as required by Statute and Regulation;
 - c) issuing immigrant visas to provincial nominees and their accompanying dependents who meet all the admissibility requirements of the Immigration Act and Regulations:
 - d) providing Prince Edward Island with information, on a quarterly basis, on average processing times of provincial nominees destined to Prince Edward Island; and
 - e) providing Prince Edward Island with names and dates of landings of Prince Edward Island-nominated provincial nominees in each quarter.
- 2.6** Prince Edward Island agrees not to use its provincial nominee powers to circumvent the federal Immigrant Investor Program.
- 2.7**
- a) Canada will notify Prince Edward Island in a timely manner when an individual nominated by Prince Edward Island will likely be or is refused a visa.
 - b) When a refusal is likely, Canada will advise Prince Edward Island before a final refusal notice is issued. Prince Edward Island may raise concerns with, or seek clarification from, the assessing officer at the relevant mission when the indication is given that the application of a nominee is likely to be refused 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 and/or to the designated contact officer at Citizenship and Immigration Canada National Headquarters, within the same 90 day period.
 - c) Prince Edward Island or Canada may bring concerns about the administration of this provincial nominee Annex to the Joint Committee as set out in Section 9.3.

- 2.8** a) Wherever possible, the admission of immigrants nominated by Prince Edward Island will be expedited as much as feasible, taking into account statutory requirements with respect to admissibility on medical, criminal and security grounds, as well as other statutory requirements as they exist at the time of selection. The processing of applications will also be affected by operational and resource constraints faced by Canada, as well as by applicable service standards as they are developed.
- b) Nominees must file an application for immigration within six (6) months of the issuance of the nomination certificate. The processing of applications and the issuance of visas are not restricted by the year the nomination is issued.

3.0 PROGRAM EVALUATION AND INFORMATION EXCHANGE

- 3.1** Canada and Prince Edward Island recognize the importance of evaluating the Provincial Nominee Program in order to determine its impacts and outcomes in Prince Edward Island. Accordingly, immediately following the date of the signing of this Agreement, Canada and Prince Edward Island agree to develop jointly an evaluation framework and subsequently carry out an evaluation which adheres to recognized program evaluation practices.
- 3.2** Canada and Prince Edward Island will oversee the development of an evaluation framework and the conduct of evaluations under this Agreement. Canada will pay the costs associated with the preparation of the evaluation framework. Prince Edward Island will assume the costs associated with implementing the evaluation, including costs associated with collecting the necessary data. The evaluation will consider the recruitment/nomination practices of Prince Edward Island, and will analyze the extent to which the nominees have been of significant benefit to Prince Edward Island's industrial and economic development, and have demonstrated a strong likelihood of successfully establishing themselves in Prince Edward Island.
- 3.3** Canada and Prince Edward Island will negotiate an evaluation activity plan that will ensure that sufficient data and analysis are completed and available at appropriate intervals so that it might form the basis of discussions regarding the modification or renewal of this Agreement prior to its expiry.
- 3.4** Recognizing that both parties may also choose to conduct independent evaluations in line with their respective interests, Canada and Prince Edward Island agree to make information available to each other for this purpose and to share any findings produced. Where the parties choose to conduct independent evaluations, Canada and Prince Edward Island also agree to share information on their plans in order to minimize overlap and duplication.

4.0 IMPACT ON DOMESTIC OPPORTUNITIES

- 4.1** Prince Edward Island will not nominate immigrants under this Annex where the Province believes that labour market needs can be met in a timely fashion from within the Prince Edward Island labour market and business community.
- 4.2** Prince Edward Island 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.
- 4.3** Where Canada believes that Prince Edward Island's labour market needs can be met by Canadian job seekers presently living outside of Prince Edward Island, Canada will make this known to provincial representatives. In these cases, Prince Edward Island will attempt to meet those labour market needs from these other Canadian sources. However, when after reasonable efforts' on the part of Prince Edward Island and after consideration of the advice of Human Resources Development Canada's National Employment Service, Prince Edward Island is of the opinion that delays associated with the recruitment of these Canadian workers could potentially damage Prince Edward Island's economic interests, Prince Edward Island may notify Canada and may proceed to meet its labour market needs through the exercise of its provincial nominee powers obtained under this Annex.
- 4.4** Sections 4.1 and 4.3 do not apply when the person nominated intends to be self-employed or act as an entrepreneur once admitted to Prince Edward Island.

5.0 PROMOTION AND RECRUITMENT

- 5.1** Prince Edward Island agrees to undertake active recruitment initiatives designed to implement the strategy on immigration, including:
- a) participating at trade fairs and other targeted missions;
 - b) development of promotional materials describing the nature and quality of life in Prince Edward Island;
 - c) preparation of information for staff working in Canadian missions abroad.
- 5.2** Canada agrees to make all practical efforts to assist Prince Edward Island to identify prospective immigrants to fulfill Prince Edward Island's targets in its immigration strategy (subject to limitations imposed by conditions faced at missions at the relevant times, including competing promotional interests of other provinces and territories), including:

- a) directing potential applicants, through CIC's website application kit, to visit the Prince Edward Island website;
- b) displaying promotional materials provided by Prince Edward Island at selected missions abroad;
- c) participating in provincially initiated missions to attract immigrants within the limits of mission resources;
- d) inviting Prince Edward Island to participate in national initiatives which provide opportunities to identify and recruit immigrants required to meet the goals of the Prince Edward Island Strategy on Immigration; and
- e) inviting Prince Edward Island to participate, as appropriate, in training or information-sharing exercises with program managers and other mission staff to communicate province specific needs and opportunities.

5.3 The carrying out of promotion and recruitment activities is subject to the availability of necessary resources within the responsible Ministries.

6.0 INFORMATION SHARING

- 6.1** Subject to applicable legislation and policies governing the disclosure of personal information, Canada and Prince Edward Island 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 Prince Edward Island for a maximum of five years from their date of entry as a basis for assessing the effectiveness of targeted recruitment and integration retention activities.
- 6.2** Canada and Prince Edward Island 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.
- 8.3** In order to facilitate the exchange of information between Canada and Prince Edward Island, Prince Edward Island will obtain from each nominee and his or her dependents a signed release allowing Canada to share with Prince Edward Island information regarding the nominee's application, including the processing thereof.
- 6.4** Canada and Prince Edward Island agree that the use of electronic means, with adequate arrangements for security, is appropriate for direct communication between their respective departmental offices. Such means will be designated by both parties, in accordance with their respective laws and policies governing security and electronic communication of personal information.

7.0 DURATION OF THE ANNEX

- 7.1** This Annex is effective on the date of signing of the Agreement for Canada-Prince Edward Island Cooperation on Immigration and remains in effect for five years after that date.
- 7.2** This Annex can be renewed with the consent of both parties.
- 7.3** This Annex may be amended at any time by mutual written consent. This Annex may be terminated by either party by written notice provided at least one year in advance.

8.0 OTHER

- 8.1** The official representatives for the purpose of communication and notification pursuant to this Annex are:
- a) for Canada, the Director, Economic Policy and Programs, Selection Branch; and
 - b) for Prince Edward Island, the Director of Immigration, Investment & Trade Policy Division.

Each party has the right to change its designated representative and agrees to communicate any such change in writing to the other party as soon as possible.

- 8.2** The Program Management Committee outlined in section 9 of the Agreement for Canada-Prince Edward Island Co-operation on Immigration shall be responsible for:
- a) ensuring that necessary communication for the furtherance of activities under this Annex takes place, including the exchange of information regarding likely processing times for provincial nominees, and ways that Canada and Prince Edward Island 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 specific provincial nominee candidates.
- 8.3** Practices under this Annex are subject to audit by the respective audit and evaluation agencies of Canada and Prince Edward Island. The parties agree to provide full cooperation and information if, when and where such audits take place.
- 8.4** Prince Edward Island will consult Canada on any proposed arrangements to be entered into with another party to carry out any of Prince Edward Island's responsibilities under this Annex.