

## RETAINER AGREEMENT 代理服务协议

This Retainer Agreement is made between the following client (the “Client”)  
本协议由如下客户（甲方）

and the following RCIC (the “RCIC”) a member of Immigration Consultants of Canada Regulatory Council (the “Council”), the regulator in Canada for immigration consultants;  
和如下移民顾问(乙方)共同制定,乙方是加拿大移民顾问监管机构ICCRC(以下简称“协会”)名下的持牌移民顾问。

whereas the RCIC and the Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the RCIC will provide his/her services to the Client.  
乙方按照本协议制定的条款为甲方提供服务。

### 1. Services and Fees 服务内容和费用

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the following matters.  
经双方同意,乙方代理甲方如下事项,收取有关费用。

| Matter(s)<br>服务内容 | Fees (Canadian Dollars)<br>费用 (加拿大元) |
|-------------------|--------------------------------------|
|                   |                                      |
|                   |                                      |
|                   |                                      |
| Taxes<br>税费       |                                      |
| Total<br>总计       |                                      |

### 2. Client Responsibilities and Commitments 甲方义务

2.1 The Client must provide, upon request from the RCIC all necessary documentation.

在乙方要求下，甲方必须提供以必要的文件。

2.2 The Client understands that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The RCIC's obligations under the Retainer Agreement are null and void if the Client knowingly provides any inaccurate, misleading or false material information. The Client's financial obligations remain.

甲方应提供准确、诚实的信息，任何不准确的信息可能会导致本协议无效，同时可能影响甲方的申请结果或身份。如果甲方故意提供不准确、误导或者错误的信息，甲方的义务将会解除，而乙方依然有付款的义务。

2.3 In the event Immigration, Refugees and Citizenship Canada (IRCC), Employment and Social Development Canada (ESDC) or a provincial/territorial authority should contact the Client directly, the Client is instructed to notify the RCIC immediately.

如果移民部（IRCC），人力资源部（ESDC）或者省一级的机构直接和甲方联系，甲方应立刻通知乙方。

2.4 The Client is to immediately advise the RCIC of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.

甲方申请中涉及到任何的成员如果有信息变更，应该立即通知乙方。包括婚姻、家庭、民事状况、地址、联系方式等。

### **3. Billing and refund policy 支付方式和退款政策**

3.1 The Client will pay the professional fees at a flat rate by the time he or she signs this Agreement.

甲方在签署本协议时一次性付清服务费用。

3.2 The Client is responsible to pay the government fees and other fees (e.g. courier fees) before or after they occur upon mutual agreement of both parties. Unused fees will be refunded by cash or cheque within three days after the Client's application has been submitted.

服务费不包含政府费用和其他费用（如快递费），乙方应提前将这些费用知会甲方，并在发生前后由甲方支付，如果最终没有使用，这些费用会以现金或支票的形式予以退还。

3.3 The Client has the right to terminate representation by the RCIC at any time. However, the professional fees may not be refunded.

甲方可以随时终止乙方的代理服务，但服务费可能不会退还。

3.4 The granting of a visa or status and the time required for processing this application is at the sole discretion of the government and not the RCIC.

过签与否完全由政府决定，而不是乙方。

3.5 The Council requires that no refund will be provided simply because an application was refused, dismissed or denied due to matters beyond the care and control of RCIC or because responsible government agencies disagree with the legal opinion of the RCIC. Although we are disappointed about the Council's regulations on refund policy, we have to obey it. Please ask the RCIC for more details.

所以，甲方有可能因为乙方不能控制的原因被拒签，或者是因为签证官不同意乙方的法律观点被拒签。在这种情况下，协会要求乙方不得退款。虽然我们不赞同协会对退款政策的要求，我们不得不遵守它。请向我们的顾问咨询更多关于拒签情形的细节。

3.6 If, however, the application is denied because of an error or omission on the part of the RCIC or professional staff, the RCIC will refund all professional fees collected. The Client agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid.

如果因为乙方的失误申请被拒签，乙方会退还所有的服务费，但不会超过服务费的数额。

3.7 Pursuant to Article 11 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the RCIC, provided withdrawal does not cause prejudice to the Client. In such terminating representation, all professional fees will be refunded.

根据移民顾问的职业章程第 11 条，乙方也可以书面告知甲方并终止本协议，但要确保不会对甲方造成偏见。在这种情况下，所有的服务费都会被退还。

#### **4. Dispute Resolution 争议解决**

In the event of a dispute related to the Code of Professional Ethics, the Client and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client is to present the complaint in writing to the RCIC and allow the RCIC 3 days to respond to the Client. In the event the dispute is still unresolved, the Client may follow the complaint and discipline procedure outlined by the Council on their website:

如果您有任何疑问或不满，我们希望您能够联系我们协商解决。如您给我们写信抱怨，我们会在 3 天之内回复。如果问题依然无法解决，客户可以向协会发起正式的投诉。投诉程序的链接和协会的地址分别是：

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

Immigration Consultants of Canada Regulatory Council (ICCRC)  
5500 North Service Rd., Suite 1002  
Burlington, ON, L7L 6W6  
Toll free: 1-877-836-7543

#### **5. Confidentiality 保密条款**

All information and documentation reviewed by the RCIC, required by IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The RCIC, and all agents and employees of the RCIC, are also bound by the confidentiality requirements of Article 8.1 of the Code of Professional Ethics. The Client agrees to the use of electronic communication and storage of confidential information. The RCIC will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

所有移民部或者其他机构要求的信息,乙方未经同意,不得泄露给除了雇员之外的第三方,法律另有规定的除外。乙方和其所有的雇员同时受移民顾问的职业章程第 8.1 条约束。甲方同意乙方用电子设备保存和传输保密的信息。乙方会尽其所能保证电子通讯和存储的高度安全。

## **6. Miscellaneous 附则**

6.1 The terms “Client”, “Council”, “Disbursement” and “RCIC” shall have the meaning given to such terms in the Retainer Agreement Regulation of the Council.

在本文中,“客户”“协会”“支付”“持牌移民顾问”的定义以协会制订的代理服务协议规定为准。

6.2 Where any discrepancy arises between the Chinese translation and the original English version, the English version shall prevail.

如果本协议的中文翻译和英文原文之间产生了任何歧义,以英文原文为准。

6.3 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.

本协议当且仅当在双方书面同意的情况下更改。

6.4 The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement. Furthermore, the Client acknowledges that he/she has received the original copy of this Agreement and agrees to be bound by its terms. The RCIC keeps a copy of this Agreement.

甲方应有足够的时间阅读合同,并且在合同生效之前应给予机会获得独立的法律帮助或翻译。甲方持合同原件并愿意受合同约束,乙方持复印件。

## **7. Contact Information 联系方式**

7.1 The Client's address, telephone number(s) and if applicable, other contact methods are as follows.  
甲方的地址、电话和其他联系方式（如适用）如下。

|                    |
|--------------------|
| Name:              |
| Address:           |
| Telephone Numbers: |
| Other:             |

7.2 The RCIC's Contact Information is as follows.  
乙方联系方式如下。

|                                     |
|-------------------------------------|
| Address                             |
| Toll-free and fax number<br>电话和传真号码 |
| E-mail<br>电子邮箱                      |

\_\_\_\_\_  
Signature of Client 甲方签名

\_\_\_\_\_  
Signature of RCIC 乙方签名

Date 日期

Date 日期