



**RETAINER AGREEMENT**

*Express Entry – Application for Permanent Residence*

**BY AND BETWEEN:**

**Last Name (family name):**

\_\_\_\_\_

**First Name (given name):**

\_\_\_\_\_

**Mailing address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

**E-mail Address:**

\_\_\_\_\_

(the "**CLIENT**")

AND:

**COHEN IMMIGRATION LAW INC**, a professional services corporation, having its head office at 1303 Greene Avenue, Suite 200, Westmount, Québec, H3Z 2A7, Canada, herein represented by a duly authorized signatory

(the "**LAW FIRM**")

**PREAMBLE:**

The **CLIENT** hereby agrees to retain the **LAW FIRM** to provide legal counsel and assistance with regard to Canadian immigration and the **LAW FIRM** does hereby agree to provide such services, the whole subject to the following terms and conditions.

**Cohen Immigration Law Inc**  
1303 Greene Avenue, Suite 200,  
Westmount (Québec) H3Z 2A7, Canada



**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. ENGAGEMENT OF THE LAW FRIM**

The CLIENT hereby agrees to engage the LAW FIRM in order to assist him or her with preparing and pursuing of a single application for a Canadian permanent resident visa under the “Express Entry” selection system (hereinafter referred to as Express Entry) set forth in the Ministerial Instructions issued on December 1, 2014, subject to the terms and conditions set forth below.

The LAW FIRM agrees to assist the CLIENT with a single application for permanent residence, if the CLIENT receives or has received an invitation to apply for permanent residence (Invitation to Apply) under the Express Entry system, in one of the following Canadian immigration classes: the Federal Skilled Worker Class, the Federal Skilled Trades Class, the Canadian Experience Class (the APPLICATION).

The LAW FIRM shall provide assistance exclusively from Canada. The LAW FIRM shall use its reasonable professional efforts to assist the CLIENT and fulfill its obligations under this Retainer Agreement. The CLIENT hereby acknowledges that the LAW FIRM has no control over the processing times or the actions or decisions of the Canadian immigration authorities and/or any individuals or organizations not related to the LAW FIRM.

The LAW FIRM shall provide services under the terms of this Retainer Agreement till the final disposition of the submitted APPLICATION by the Canadian immigration authorities. However, the CLIENT acknowledges that the LAW FIRM will not be required to continue providing services under this Retainer Agreement if, through no fault of the LAW FIRM, the APPLICATION is not submitted to the Canadian immigration authorities within six (6) months of the execution of this Retainer Agreement.

**2. DUTIES OF THE LAW FIRM**

The LAW FIRM shall be responsible for the performance of the following duties:

- (i). Assist the CLIENT in the preparation of the immigration application forms required by the Canadian immigration authorities;
- (ii). Advise the CLIENT about the necessary evidence required that best represents the CLIENT's qualifications, including but not limited to language proficiency, work experience, education and training, settlement funds and civil status;
- (iii). Advise the CLIENT about the amount of government fees required in support of the APPLICATION;
- (iv). Review the CLIENT's application forms and supporting documents prior to submission to the Canadian immigration authorities;



- (v). Submit the CLIENT's APPLICATION electronically to the Canadian immigration authorities;
- (vi). Advise the CLIENT, in advance, how to prepare for a possible selection interview with a Canadian immigration officer, if an interview is requested.
- (vii). Track the CLIENT's APPLICATION with the Canadian immigration authorities;
- (viii). Make additional written and/or oral representations to the Canadian immigration authorities, as necessary.

### **3. DUTIES OF THE CLIENT**

The CLIENT shall:

- (i). Provide valid contact information, including email, telephone, and mailing address, to the LAW FIRM, at all times during the validity of this Retainer Agreement, and immediately notify the LAW FIRM of any changes in contact information;
- (ii). Follow the LAW FIRM's reasonable advice in order to maximize eligibility for economic immigration to Canada;
- (iii). Immediately disclose to the LAW FIRM all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues that have affected or affect the CLIENT or any of his/her dependents;
- (iv). Provide all information and documents requested by the LAW FIRM and the Canadian immigration authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English or French at the expense of the CLIENT; the CLIENT hereby acknowledges that a complete application will be due within **60 days** from the receipt of an Invitation to Apply and that no extensions will be granted. Also, the CLIENT hereby acknowledges that the LAW FIRM will store the CLIENT's personal identifiable information in compliance with the Bar of Quebec requirements;
- (v). Immediately advise the LAW FIRM if there are any changes to the CLIENT's personal information, language proficiency, work experience, education and training, or civil status, or, if applicable, any changes to the CLIENT's validated offer of employment in Canada or a certificate of nomination from a Canadian province or territory;
- (vi). Ensure that all educational and professional credentials claimed (the CREDENTIALS) are complete and have been obtained from an institution that is recognized and accredited by the



governing body responsible for such accreditation in the country of issue or study, as the case may be, and, if required, have the CREDENTIALS assessed according to the requirements of the Canadian immigration authorities at the CLIENT's expense;

- (vii). Provide sufficient documentation to support all qualifications claimed, as advised by the LAW FIRM and/or required by the Canadian immigration authorities; the CLIENT hereby acknowledges that providing false or misleading information may result in being banned from Canada for a period of five (5) years; the CLIENT further acknowledges that the LAW FIRM cannot guarantee that the CLIENT's documentation will be returned to the CLIENT;
- (viii). Demonstrate possession of sufficient unencumbered funds so as to be able to support the CLIENT and his/her dependents upon their arrival in Canada, in accordance with the norms and guidelines established by Canadian immigration authorities;
- (ix). Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENT from Canadian immigration authorities;
- (x). Attend all interviews if called upon to do so by Canadian immigration authorities. The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- (xi). Pay the fees required by the Canadian immigration authorities for the handling and processing of the APPLICATION and for any required medical examinations, the evaluation of language ability and the evaluation of professional, vocational and educational qualifications by the appropriate authorities, as well as for the translations in the format required by Canadian immigration authorities, if and when applicable;
- (xii). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, as set forth in the section the FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in the designated currency, including any applicable taxes, at the LAW FIRM's principal place of business in Montreal, Canada.

#### **4. FEES**

The CLIENT agrees to pay to COHEN IMMIGRATION LAW INC IN TRUST the amount of **USD 1495** on account of the LAW FIRM FEES as per the following schedule:

- The sum of **USD 995** immediately upon execution of this Retainer Agreement by the CLIENT;



- The sum of **USD 500** immediately upon confirmation from the LAW FIRM that the CLIENT's application has been sent to the Canadian immigration authorities, or 30 days after execution of this Retainer Agreement, whichever occurs earlier.

The CLIENT agrees that the LAW FIRM shall not be required to commence or continue carrying out the Duties herein set forth until such time as the LAW FIRM has received the said fees in trust.

The CLIENT authorizes the LAW FIRM to release the first installment of the LAW FIRM FEES from the LAW FIRM's trust account after the LAW FIRM has established a file in its office for the CLIENT and reviewed the CLIENT's qualifications. The CLIENT authorizes the LAW FIRM to release the second installment of the LAW FIRM FEES from the LAW FIRM's trust account after six (6) months have elapsed since the execution of this Retainer Agreement.

The CLIENT expressly recognizes that only the LAW FIRM is authorized to issue receipt(s) for payment of the LAW FIRM's FEES and that the said receipt(s) will only be issued upon the reception of the LAW FIRM's FEES by the LAW FIRM as herein set forth.

The CLIENT expressly recognizes that the FEES quoted above are for the preparation, submission and tracking of the APPLICATION only, according to the terms of this Retainer Agreement. The CLIENT acknowledges that additional the FEES may be applicable if the client's civil status or family composition changes after the APPLICATION has been submitted to the Canadian immigration authorities.

## **5. REFUND POLICY**

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the APPLICATION is not submitted, not accepted, terminated, withdrawn or cannot proceed due to reasons relating to government policy (including any Ministerial Instructions), a change in law, regulation or selection criteria, circumstances beyond the LAW FIRM's control (*force majeure*) and/or if the CLIENT fails to adequately support all qualifications claimed. In addition, the CLIENT also acknowledges that there shall be no refund due if the CLIENT's APPLICATION is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the APPLICATION. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to any the FEES paid by the CLIENT to the LAW FIRM.

## **6. INTERPRETATION**

- (i) This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada;
- (ii). As the context may require, the singular shall include the plural and vice versa; words importing the masculine shall include the feminine gender and vice versa;
- (iii). This Retainer Agreement can be executed by one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;



- (iv). This Retainer Agreement constitutes the entire agreement between the LAW FIRM and the CLIENT and supersedes any and all prior communications, agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.

The parties acknowledge that they have requested that the foregoing be drawn up in the English language only; Les parties reconnaissent qu'elles ont exigé que ce qui précède soit rédigé seulement en la langue anglaise.

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**CLIENT Signature**

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Date

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**COHEN IMMIGRATION LAW INC**

\_\_\_\_\_  
Date