

## **Canada-Newfoundland and Labrador Immigration Agreement General Provisions**

**2022**

### **1.0 Preamble**

1.1 This Canada–Newfoundland and Labrador 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 in right of Newfoundland and Labrador, as represented by the Minister of Immigration, Population Growth and Skills and the Minister for Intergovernmental Affairs (hereinafter referred to as “Newfoundland and Labrador”).

1.2 WHEREAS section 95 of the *Constitution Act, 1867* (30 & 31 Victoria, c. 3 (U.K.)) 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. 2001, 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 AND WHEREAS the *Canadian Charter of Rights and Freedoms*, enacted as Schedule B to the *Canada Act* 1982, (U.K.) 1982, c.11, establishes:

- a) certain mobility rights to citizens and 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; and
- b) the equality of status of English and French as the official languages of Canada, and equal rights and privileges as to their use in all institutions of the Parliament and Government of Canada.

1.6 AND WHEREAS the Parliament of Canada has enacted the *Canadian Multiculturalism Act*, R.S.C., 1985, c. 24 (4th Supp).

1.7 AND WHEREAS subsection 8(1) of the *IRPA* and subsection 5(1) of the *Department of Citizenship and Immigration Act*, S.C. 1994, c.31, (hereinafter referred to as the “DCIA”) authorize the Minister of Citizenship and Immigration (hereinafter referred to as the Minister of Immigration, Refugees and Citizenship), with the approval of the Governor in Council, to enter into agreements with provinces for the purposes of the *IRPA*, and for the purposes of facilitating the formulation, coordination and implementation - including the collection, use and disclosure of information - of policies and programs for which the Minister is responsible.

1.8 AND WHEREAS section 10 of the *Executive Council Act*, SNL 1995, c.E-16.1 and section 7 of the *Intergovernmental Affairs Act*, RSNL 1990 c. I-13 authorizes the Minister for Intergovernmental Affairs and the Minister of Immigration, Population Growth and Skills, with the approval of the Lieutenant-Governor in Council, to enter into an Agreement with the Government of Canada relating to immigration matters.

1.9 AND WHEREAS Newfoundland and Labrador 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.

1.10 AND WHEREAS Newfoundland and Labrador acknowledges the policy of the Government of Canada reflected in Part VII of the *Official Languages Act* to:

- a. enhance the vitality of the English and French linguistic minority communities in Canada and support and assist their development; and
- b. foster the full recognition and use of both English and French in Canadian society.

1.11 AND WHEREAS Canada recognizes the goals of Newfoundland and Labrador to attract and retain Immigrants, foster their inclusion and full participation in society, and build diversity to support innovation and economic growth as reflected in the provincial immigration strategy and the provincial Policy on Multiculturalism.

1.12 AND WHEREAS Canada recognizes the role of Newfoundland and Labrador in administering the Provincial Nominee Program in the province, including the obligation to carry out inspections and protect the integrity of the program.

1.13 AND WHEREAS Canada and Newfoundland and Labrador welcome Immigrants, recognize their contribution to the demographic, social, cultural, humanitarian and economic objectives of the country and the province, and acknowledge the long-term benefits of immigration.

1.14 AND WHEREAS Canada recognizes the goal of Newfoundland and Labrador to protect vulnerable workers from exploitation as reflected in the *Labour Standards Act*, R.S.N.L. 1990, c L-2.

1.15 AND WHEREAS Canada and Newfoundland and Labrador recognize and affirm the existing Aboriginal and treaty rights of the Indigenous peoples of Canada as per the *Constitution Act, 1982* (section 35).

1.16 AND WHEREAS Canada and Newfoundland and Labrador wish to conclude a new Agreement, motivated by the unique demographic situation of Newfoundland and Labrador, which will provide Newfoundland and Labrador with the means to preserve its demographic integrity and ability to grow its population.

1.17 AND WHEREAS Canada and Newfoundland and Labrador recognize the importance of the reunification of families to the social fabric of Local Communities.

1.18 AND WHEREAS Canada and Newfoundland and Labrador acknowledge a responsibility and a shared commitment with respect to the resettlement of Refugees and seekers of asylum.

1.19 AND WHEREAS Canada and Newfoundland and Labrador recognize that the Federal, Provincial and Territorial Strategy Plan for Immigration sets the strategic direction for what Federal, Provincial and Territorial governments seek to collectively achieve through immigration.

1.20 AND WHEREAS Canada and Newfoundland and Labrador wish to maintain an agreement with regard to cooperation on immigration matters to enable Newfoundland and Labrador to maximize the economic and cultural benefits of immigration.

1.21 AND WHEREAS Canada and Newfoundland and Labrador recognize that the share of Immigrants arriving in Newfoundland and Labrador is below the share of its population relative to Canada's population.

1.22 AND WHEREAS Canada and Newfoundland and Labrador share a mutual interest in:

- a) maximizing the contribution of immigration to the achievement of the social, cultural, demographic and economic goals of both Canada and Newfoundland and Labrador;
- b) minimizing costs, increasing program effectiveness and reducing unnecessary overlap and duplication;
- c) ensuring residents of Newfoundland and Labrador are aware of the benefits of immigration;
- d) working together to build a culturally diverse, integrated, inclusive, socially cohesive society and to ensure that smaller communities throughout the province of Newfoundland and Labrador can benefit from immigration;
- e) working with all partners, including the not-for-profit sector, Local Communities, chambers of commerce, local labour councils, and other stakeholders to enable Immigrants to settle and integrate in Newfoundland and Labrador;
- f) immigration promotion and the provision of information to Temporary Residents on federal and provincial immigration programs;
- g) the growth of Local Communities and strengthening newcomer retention;
- h) developing policies and programs that will support the attainment of Newfoundland and Labrador's goals for immigration;

- i) planning and coordinating their immigration activities, based on cooperation, consultation and information sharing;
- j) assisting, through collaborative efforts, in raising awareness of prospective Immigrants about opportunities in Newfoundland and Labrador;
- k) Immigrants having the earliest opportunity to fully utilize their skills within the provincial labour market;
- l) exploring policies and programs to address the settlement needs of newcomers;
- m) attracting international students to Canada and recognizing them as prospective Immigrants;
- n) aligning programs and policies whereby Immigrants and temporary foreign workers contribute to the development of the provincial labour force, recognizing that Newfoundland and Labrador is best positioned to determine the economic and labour market needs of the province; and
- o) recognizing the value of refugee labour mobility and the economic contributions of Refugees to address labour market needs in Canada and Newfoundland and Labrador.

Therefore Canada and Newfoundland and Labrador agree to the following:

## **2.0 Definitions**

**2.1 Definitions from the *IRPA* and the *Immigration and Refugee Protection Regulations* (hereinafter referred to as the "IRPR")**

For the purposes of this Agreement:

- a) Except where otherwise provided in this Agreement, words used in this Agreement or in accompanying Annexes which are defined in the *IRPA* or in 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 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:

- a) "Agreement" means these General Provisions and Annex A attached hereto as may be amended from time to time;
- b) "Convention Refugee" is a person defined under section 96 of the *IRPA*;
- c) "Confirmation of Nomination" is a document provided by the Government of Newfoundland and Labrador to IRCC and to a Provincial Nominee to confirm that the assessment of their application for nomination was successful;
- d) "Designated Representatives" are the primary contacts for both Canada and Newfoundland and Labrador who are responsible for the interpretation, inquiries, and requests for amendments of this Agreement;
- e) "Dispute" means a conflict or disagreement between the Parties respecting:

- a. the interpretation, application, implementation of this Agreement, or the *IRPA* or *IRPR* as they relate to this Agreement; or
- b. a breach or anticipated breach of this Agreement;
- f) “Focal Points” means the primary contacts for the Parties responsible for monitoring the implementation of the Annex under this Agreement; this includes the interpretation, inquiries, and requests for amendments of the Annex, addressing any issues that arise, and compliance with the provisions of the Annex;
- g) “Fraud” occurs when documentary and/or verbal evidence of an incorrect fact is presented for the purpose of obtaining immigration benefits, or services to which the individual is not entitled, or deliberate deception in order to make a personal gain, gain for another, or to create a loss for another;
- h) “French-Speaking Immigrant” means an Immigrant for whom French is the first Canadian official language of usage, which means:
  - a. Permanent residents who declare knowledge of “French only” as their official language; or
  - b. Permanent residents who declare knowledge of “French and English” as their official languages, as well as French as the language in which they are most at ease;
- i) “Immigrant” means a permanent resident, including Convention Refugees abroad and humanitarian-protected persons abroad resettled to Canada, and protected persons in Canada;
- j) “Local Communities” means a group consisting of individuals who share cultural backgrounds, traditions, language, and other distinctive cultural traits;
- k) “Local Government” means the council of a municipality or the board of a regional district;
- l) “Minority Official Languages Communities” means French-speaking communities in Newfoundland and Labrador;
- m) “Party” means Canada or Newfoundland and Labrador and “Parties” means Canada and Newfoundland and Labrador;
- n) “Persons in Urgent Need of Protection” means, in respect of members of the Convention Refugee abroad or the country of asylum class, that their life, liberty or physical safety is under immediate threat and, if not protected, the persons 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;
- o) “Processing Pause” means that Provincial Nominee certificates and/or applications related to those certificates under Dispute will no longer be accepted by the Department of Citizenship and Immigration and returned; and that processing will cease on those Provincial Nominee applications under Dispute until the Dispute is resolved;
- p) “Provincial Nominee” means a person who is a member of the Provincial Nominee class pursuant to subsection 87(2) of the *IRPR*;
- q) “Provincial Nominee Program” means a program for provincial nominations as per agreements entered into pursuant to subsection 8 (1) of the *IRPA* and subsection 5(1) of the *DCIA*;
- r) “Refugee” means a protected person under the *IRPA*;

- s) “Resettlement Assistance” means services to support the immediate and essential needs of Specified Humanitarian Persons Resettled from Abroad;
- t) “Special Needs Persons” 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 conditions; and/or the effects of systemic discrimination;
- u) “Specified Humanitarian Persons Resettled from Abroad” means persons selected by Canada abroad and identified as requiring government assistance, persons 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;
- v) “Temporary Resident,” means a temporary foreign worker, an international student, or a visitor; and
- w) “Vulnerable Persons” means, in respect of Convention Refugees or persons in similar circumstances, that the persons have a greater need of protection than other applicants for protection abroad because of their particular circumstances that give rise to a heightened risk to their physical safety.

### **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 the Parties with respect to immigration. It defines the respective roles and responsibilities of the Parties relating to Immigrants and Temporary Residents under the *IRPA*.

#### **3.2 Objectives**

3.2.1 The objectives of this Agreement are, while respecting the jurisdiction of each Party, to:

- a. foster collaboration between the Parties with respect to policy, including selection policy, planning, and program development related to attracting and welcoming Immigrants and Temporary Residents to Newfoundland and Labrador;
- b. maintain and enhance a positive relationship between Canada and Newfoundland and Labrador related to the appropriate level and composition of Immigrants to the Province, including for the promotion, recruitment, selection and admission of Immigrants and Temporary Residents, and the settlement and integration of Immigrants to Newfoundland and Labrador;
- c. respond to Newfoundland and Labrador’s current and emerging social, demographic, economic development and labour market priorities through bilateral discussions on immigration policies and programs, recognizing the role of immigration in supporting the economic development of communities in Newfoundland and Labrador, including Minority Official Language

- Communities, and to ensure smaller communities throughout the province of Newfoundland and Labrador can benefit from immigration;
- d. support and identify opportunities for increasing the number of French-Speaking Immigrants coming to Canada, and in particular to Newfoundland and Labrador in order to achieve the Parties' respective targets;
- e. support the successful social and economic integration and settlement of Immigrants, including Refugees, in Newfoundland and Labrador through programs supported by appropriate, fair, equitable, predictable and ongoing provincial and federal funding;
- f. support Canada's humanitarian objectives through collaboration on issues impacting Specified Humanitarian Groups Resettled from Abroad in Newfoundland and Labrador;
- g. facilitate collaboration in the development and implementation of strategies to address barriers to foreign qualification recognition and integration of Immigrants into the labour market;
- h. ensure the effectiveness and integrity of the Immigration and Temporary Resident programs of Canada and Newfoundland and Labrador through enhanced cooperation in information sharing and through the respective monitoring and reporting processes of the Parties;
- i. facilitate good governance in relation to this Agreement through the establishment of effective mechanisms for bilateral collaboration as outlined in section 12.1; and
- j. support, when possible, Newfoundland and Labrador by providing business intelligence in targeted countries to facilitate the flow of Immigrants to the province.

### 3.3 Annexes

3.3.1 Together with the General Provisions, the following Annex forms part of this Agreement:

a. Provincial Nominees.

3.3.2 The Parties agree to negotiate, in good faith and in a timely fashion, additional Annexes to this Agreement or updates to the existing Annex that reflect the broad objectives of this Agreement.

## 4.0 Immigration Planning and Programs

4.1 Canada will establish national immigration policies and develop an immigration levels plan in consultation with Newfoundland and Labrador and other provinces and territories, taking into consideration any joint federal-provincial-territorial approaches to immigration levels planning, and Newfoundland and Labrador's immigration planning, including its demographic, social, cultural and economic objectives.

4.2 In developing its annual delivery plan for Canada's immigration levels plan, Canada will consult and take into consideration:

- a. Newfoundland and Labrador's requests for Provincial Nominees, recognizing Newfoundland and Labrador's unique demographic situation, and Canada's annual targets for government assisted Refugees as they relate to Newfoundland and Labrador; and
- b. Newfoundland and Labrador's objectives and requests for all other classes of Permanent and Temporary Residents, where applicable, including improving economic immigration and considering Newfoundland and Labrador's goal that immigration to the province be at least proportional to its percentage of Canada's population.

4.3 Each year, following federal Cabinet approval of the Annual Report to Parliament on Immigration, Canada will confirm Newfoundland and Labrador's nomination allocation for the following calendar year.

4.4 Canada will make all reasonable efforts to proactively manage the delivery of the immigration program to achieve Newfoundland and Labrador's annual Provincial Nominee Program allocation request, if that request is provided to Canada by Newfoundland and Labrador, bearing in mind federal priorities. Provincial Nominee Program admissions contribute to Newfoundland and Labrador's labour market needs.

4.5 Canada will collaborate with Newfoundland and Labrador on designing innovative approaches to immigration planning in the province that target specific labour market sectors, including through new or existing immigration pathways and streams.

4.6 Canada will cooperate with Newfoundland and Labrador to provide opportunities to provincial staff for training, taking into account cost and resource constraints and, if required, negotiating cost-sharing approaches.

4.7 Newfoundland and Labrador will plan to receive a share of Refugees to be resettled in the province, recognizing the need for flexibility in responding to emerging humanitarian needs. Through collaboration with Canada, Newfoundland and Labrador agrees to receive a proportion of Refugees who are:

- a. Special Needs Persons;
- b. Vulnerable Persons; or
- c. Persons in Urgent Need of Protection.

4.8 In assigning a share of Refugees to Newfoundland and Labrador, Canada agrees to:

- a. take into account the potential financial and program impacts on Newfoundland and Labrador and the longer-term settlement needs of Persons in Urgent Need of Protection, and Vulnerable and Special Needs Persons to be settled in Newfoundland and Labrador;
- b. provide notice of arrival as early as possible, ensure arrivals are spread throughout the year where practical, and work with Newfoundland and Labrador to coordinate communications with the community and stakeholders; and

- c. consider additional supports, such as, but not limited to, the number and location of resettlement providers that may be needed, subject to federal Cabinet approval if required.

## **5.0 French-Speaking Immigration**

5.1 The Parties will take into account the settlement and integration needs of French-Speaking Immigrants in establishing priorities and developing services relevant to this Agreement. More specifically, the Parties will collaborate to enhance the vitality of Minority Official Languages Communities through:

- a. promotion, attraction and retention 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 Languages Communities to receive French-Speaking Immigrants and facilitating the economic, social and cultural integration of French-Speaking Immigrants into Canadian society.

5.2 The Parties agree to consult with Minority Official Languages Communities in Newfoundland and Labrador with respect to immigration matters in areas that include, but are not limited to, recruitment activities and the planning and delivery of settlement and integration services.

## **6.0 Consultations and Local Government**

### **6.1 Consultation**

6.1.1 The Parties agree that consultation is necessary to help both Parties address their needs and objectives related to immigration.

6.1.2 The Parties will consult each other during the development of policies, legislation, programs or initiatives which could have a significant impact, fiscal or otherwise, on the operation of this Agreement, on Newfoundland and Labrador'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; and identified issues in shared immigration planning, information sharing, and bilateral international arrangements. Where applicable, Newfoundland and Labrador will consult with Canada on changes proposed by Newfoundland and Labrador and the conformity of these changes with provisions of the *IRPA* and the *IRPR*.

6.1.3 Newfoundland and Labrador will participate in multilateral consultation processes associated with developing or promoting national immigration initiatives.

6.1.4 The Parties will consult on the development and implementation of national measures to regulate immigration representatives. Canada recognizes Newfoundland and

Labrador's right to develop and implement its own measures consistent with provincial jurisdiction and federal legislation.

## 6.2 Local Government

6.2.1 The Parties agree that Local Governments play an important role in attracting and retaining newcomers, in supporting the successful settlement and integration of Immigrants in Newfoundland and Labrador and in ensuring that communities are welcoming and inclusive.

6.2.2 The Parties agree to work cooperatively with Local Governments in Newfoundland and Labrador to explore issues related to their respective interests in immigration and pursue opportunities related to communities' interests in immigration.

6.2.3 The Parties are committed to partnering with Local Governments and Local Communities to:

- a. foster the economic and social conditions for successful immigration in Newfoundland and Labrador;
- b. promote attraction and retention strategies;
- c. explore innovative ways to provide settlement and integration services in small, rural and northern communities;
- d. promote and support the activities of local community associations/organizations; and,
- e. be involved in coordinated municipal, federal and provincial activities.

## 7.0 Promotion and Recruitment

7.1 The Parties 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 Newfoundland and Labrador's interest in immigration to meet its demographic, social, cultural and economic objectives, including improving economic immigration outcomes.

7.2 The Parties agree, subject to resource constraints, to co-operate in promotion and recruitment initiatives to attract and recruit Immigrants and Temporary Residents, including Provincial Nominees, and temporary foreign workers, by working together in the following areas:

- a. Newfoundland and Labrador will provide Canada with Newfoundland and Labrador's annual Provincial Nominee levels plan and objectives;
- b. Canada will ensure that Department of Citizenship and Immigration offices abroad are informed about Newfoundland and Labrador's plan and objectives;
- c. Newfoundland and Labrador will also endeavour to provide Canada with information regarding the province's demographic, educational, labour market and other needs; and
- d. Canada will endeavour to provide information to Newfoundland and Labrador about optimal recruitment opportunities through Department of Citizenship and

Immigration offices abroad in order to meet Newfoundland and Labrador's immigration needs.

7.3 In furtherance of the objectives of this Agreement, Newfoundland and Labrador may undertake recruitment initiatives including:

- a. participation at trade fairs and other events, including those targeting potential French-Speaking Immigrants;
- b. development of promotional materials describing the nature and quality of life in Newfoundland and Labrador;
- c. provision of information on a Newfoundland and Labrador-maintained website to prospective Immigrants who intend to reside and work in Newfoundland and Labrador;
- d. preparation of information for staff working in offices of the Department of Citizenship and Immigration abroad to assist in identifying promotion and recruitment opportunities;
- e. consultation with representatives of Minority Official Languages Communities in Newfoundland and Labrador;
- f. consultation with regional and community representatives; and
- g. targeted promotion to Temporary Residents present in Newfoundland and Labrador (international students, temporary workers and visitors).
- h. leverage regional market and labour force intelligence information on potential source countries for immigration with Canada to support the development of Newfoundland and Labrador's international recruitment desks in Canada and abroad.

7.4 As agreed upon by both Parties, subject to operational and resource constraints, Canada will endeavour to assist with improving economic immigration to Newfoundland and Labrador. This may include, but is not limited to:

- a. providing information to potential applicants in permanent and temporary streams through Canada's immigration-related websites, in order to direct them to visit the Newfoundland and Labrador-maintained website;
- b. displaying Government of Newfoundland and Labrador promotional materials provided by Newfoundland and Labrador, where practical, at selected offices of the Department of Citizenship and Immigration offices abroad;
- c. supporting provincially initiated missions to attract Immigrants within the limits of mission resources;
- d. inviting Newfoundland and Labrador to participate in promotional exercises with staff of the Department of Citizenship and Immigration abroad to communicate the province's specific needs and opportunities; and
- e. assisting Newfoundland and Labrador in identifying overseas labour market and demographic information, as available, to assist in niche market recruitment.

7.5 Canada agrees to make efforts, where possible, to assist Newfoundland and Labrador to identify prospective Immigrants and Temporary Residents to fulfill Newfoundland and Labrador's objectives in its labour market strategy and Provincial Nominee Program plan, as agreed upon by both Parties, subject to operational and resource constraints.

7.6 Newfoundland and Labrador may enter into agreements with third parties for the purposes of promotion and recruitment and in so doing will:

- a. require other parties to respect the terms and conditions of this Agreement; and
- b. advise Canada of such agreements.

7.7 Subject to 7.6, this Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.

7.8 Any agreements pursued by Newfoundland and Labrador with other parties, and that result in proposed policy changes that would have a material effect on this Agreement, will require further consultations with the Department of Citizenship and Immigration before implementation. This may include but is not limited to, partnerships with industry sectors, regional health agencies, and post-secondary institutions.

## **8.0 Selection and Inadmissibility**

8.1 Newfoundland and Labrador recognizes that, in accordance with the *IRPA* and the *IRPR*, Canada has responsibility for:

- a. determining federal objectives relating to immigration;
- b. establishing selection criteria and selecting foreign nationals, taking into account the role of Newfoundland and Labrador in nominating Provincial Nominees;
- c. determining Refugee status;
- d. prescribing classes of permanent residents and Temporary Residents;
- e. defining and determining which persons are inadmissible to Canada; and
- f. imposing conditions with respect to requiring individuals to report for a medical examination, surveillance or treatment.

8.2 Newfoundland and Labrador will be responsible for providing evidence of compliance with the conditions imposed by Canada in section 8.1(f).

8.3 Newfoundland and Labrador's authority to nominate Provincial Nominees is established under Annex A of this Agreement.

8.4 Newfoundland and Labrador will be consulted and have the opportunity to provide input on selection policies, taking into account the specific goals of and unique conditions in the province, including improving economic immigration, as well as taking into account the need to maintain national standards, and the resource constraints of Canada.

8.5 Newfoundland and Labrador will be responsible for the assessment and nomination of Provincial Nominees. Canada will respect the nomination decision of Newfoundland and Labrador insofar as nominations are consistent with the *IRPA*, the *IRPR* or any successor legislation and regulations, national immigration policy, the terms of this Agreement, and the eligibility criteria set out by Newfoundland and Labrador.

8.6 Canada will consult with Newfoundland and Labrador 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 may potentially be assessed as medically inadmissible to Canada.

8.7 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 is justified.

8.8 Canada will consult with Newfoundland and Labrador on medically inadmissible cases destined for Newfoundland and Labrador in instances where Canada is considering issuance of a Temporary Resident Permit. Newfoundland and Labrador will have the option of, at its discretion, making recommendations on whether these cases should be permitted to enter Canada.

8.9 With written notice, Newfoundland and Labrador may waive its right to be consulted for specified groups of medically inadmissible cases.

## **9.0 Settlement, Integration and Refugee Resettlement**

9.1 The Parties are committed to facilitating the full participation of Immigrants and Refugees in the economic, social, cultural and civic spheres of Canadian society.

9.2 The Parties recognize the essential role of settlement services in supporting strong outcomes for newcomers and the importance that federal and provincial funding for settlement services be aligned with the Levels Plan and sufficient to address the needs of newcomers in Newfoundland and Labrador.

9.3 Canada and Newfoundland and Labrador are committed to renewing the current Canada-Newfoundland and Labrador Settlement Partnership Memorandum of Understanding (MOU) immediately after its expiry. The purpose of this MOU or any successor agreement is to further strengthen the established partnership between Canada and Newfoundland and Labrador and to establish a framework for working collaboratively on the planning, design and delivery of settlement and integration services for newcomers.

9.4 Canada will work with Newfoundland and Labrador to support better recognition of the foreign qualifications, skills, education and work experience of permanent residents and their more rapid integration into the labour market.

9.5 The Parties will coordinate their efforts to support the successful settlement and integration of Refugees, particularly with regard to reception, health, education and social services.

9.6 Canada will collaborate and consult with Newfoundland and Labrador regarding the allocation and integration of Refugees to the Province, particularly government-assisted

Refugees, taking into consideration all Newfoundland and Labrador communities with the capacity to settle Refugees.

9.7 The Parties commit to cooperation in information sharing with respect to Refugee claimants in Newfoundland and Labrador. In monitoring Refugee claimant arrivals, Canada agrees to take into account the potential financial and program impact on Newfoundland and Labrador.

## **10.0 Multiculturalism**

10.1 The Parties recognize the importance of an inclusive, diverse and cohesive society that is free of racism and which may be advanced through multiculturalism.

10.2 The Parties will work together, where possible, to acknowledge and learn from the historical legacy of systemic inequity and its continuing impacts, and to uphold a vision of Canada as an inclusive society, free of systemic inequity in all its forms, where everyone can fully participate in the economic, cultural, social and political spheres, reach their full potential and live with dignity. In particular, the Parties support Newfoundland and Labrador's commitment to its Ministerial Committee on Anti-Racism to serve as a platform for provincial ministers to learn of and seek solutions to systemic racism in Newfoundland and Labrador.

10.3 The Parties commit to cooperation in sharing information and resources related to their respective anti-racism initiatives combating systemic racism and racial discrimination and inequity, while assessing through an intersectional approach and Gender-based Analysis Plus how different individuals may experience policies, programs and initiatives, as it helps both Parties fulfill their goal of achieving a fully diverse, inclusive and equitable society.

## **11.0 Citizenship**

11.1 The Parties will work together to promote full participation of Immigrants in Newfoundland and Labrador communities and Canadian society, respecting Canada's jurisdiction over citizenship matters and Canada's responsibility for determining statutory requirements related to obtaining Canadian citizenship under the *Citizenship Act*.

## **12.0 Implementation**

### **12.1 Governance**

12.1.1 The Agreement Management Committee (AMC), with two co-chairs, the Senior Official Responsible for the Office of Immigration and Multiculturalism, Newfoundland and Labrador, and the Assistant Deputy Minister, Department of Immigration, Refugees and Citizenship Canada, or their designates where mutually agreed upon, will be established to oversee implementation of this Agreement. Other members of the AMC may include, upon agreement of the Parties, Local, Regional and National Headquarters,

Department of Immigration, Refugees and Citizenship Canada officials; and, as appropriate, representatives of other federal departments and provincial ministries responsible for programs and services related to immigration.

12.1.2 The AMC will oversee the implementation of this Agreement, including discussion and exchange of information, Dispute management and 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.

12.1.3 The AMC will meet, either face-to-face or through digital communication at least once a year. AMC representatives, or their designates, may communicate and develop further meeting plans as appropriate.

12.1.4 The AMC may establish bilateral ad hoc groups or sub-committees, with third party participation if appropriate, for the purpose of implementing this Agreement.

12.1.5 The AMC will meet to discuss the development of Terms of Reference in good faith within one year of the signing of this Agreement.

## 12.2 Multilateral Forums

12.2.1 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. Both Parties agree to make best efforts to make them complementary.

## 12.3 Dispute Management and Resolution Process

12.3.1 The Parties are committed to working together to implement this Agreement. Under this Agreement, the Parties will contribute with their respective policies, programs, capacity, and expertise and recognize and respect each other's different roles and responsibilities as set out under this Agreement.

12.3.2 In the case of a Dispute or disagreement under this Agreement, the Designated Representatives will attempt to resolve the matter through information sharing, communications and informal discussions.

12.3.3 In the event that the Designated Representatives are unable to resolve the Dispute expeditiously, it will be referred to the AMC Co-Chairs, 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. Further, in the event resolution is not reached within thirty (30) days of being raised with the AMC Co-Chairs, the Parties will jointly determine next steps.

12.3.4 Either Party may refer the matter to the Deputy Ministers by providing them with a written notice.

12.3.5 Both Parties will exchange relevant information and engage in bilateral discussions in an attempt to clarify and resolve the Dispute. Deputy Ministers will:

- a. provide equal opportunities for representation by each Party;
- b. attempt to resolve Disputes within thirty (30) days; and
- c. ensure clarity for the implementation of final decisions.

12.3.6 Should the Dispute be resolved, Deputy Ministers will oversee drafting of a short report identifying the issues that have been resolved, specific actions and timelines required to implement the resolution.

12.3.7 If Deputy Ministers are unable to resolve the Dispute within thirty (30) days from the date of its referral to them, they will determine the appropriate course of action for its resolution, including elevating the Dispute to Ministers.

12.3.8 Ministers will provide advice and direction to their officials on an appropriate course of action to resolve the Dispute.

12.3.9 This Dispute management process shall not in any way limit the final authority of the Minister of Immigration, Refugees and Citizenship respecting decisions to interpret and administer the *IRPA* or the *IRPR*.

#### 12.4 Information Sharing

12.4.1 The Parties share a mutual interest in:

- a. sharing information in order to meet the needs of Immigrants, including prospective Immigrants, Refugees and Temporary Residents;
- b. maintaining information sharing mechanisms in accordance with the Memorandum of Understanding Concerning Information Sharing between Canada and Newfoundland and Labrador;
- c. research and information sharing;
- d. ensuring policies and programs are informed by research, statistical reports and analysis of mutual interest; and
- e. supporting policies, strategies and programs through information sharing.

12.4.2 To facilitate the implementation of the activities of this Agreement, the Parties agree to exchange information as permitted by applicable laws, policies, instructions, and agreements governing the collection, retention, protection, use, exchange, disposal, and disclosure of information, in accordance with the Memorandum of Understanding Concerning Information Sharing between Canada and Newfoundland and Labrador.

12.4.3 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 information that does not

take place pursuant to this Agreement and the Memorandum of Understanding Concerning Information Sharing between Canada and Newfoundland and Labrador.

12.4.4 The Parties agree to inform each other in a timely manner of any immigration related information sharing and research agreements, formal arrangements or formal negotiations they enter into with government departments or ministries, municipalities and other parties concerned under Newfoundland and Labrador's jurisdiction where such immigration related information sharing, agreements, arrangements or negotiations may impact the implementation of this Agreement.

12.4.5 The Parties 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.

12.4.6 Both Parties acknowledge that Canada is at the beginning of a transition to a modernized digital platform that will enable enterprise-wide use of data supported by enhanced information-sharing authorities. Canada, in consultation with Newfoundland and Labrador, will develop the necessary details on how information will be shared to support the use of digital tools to better deliver the immigration system.

## 12.5 Program Integrity

12.5.1 The Parties will 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;
- e. investigating potential program abuse to ensure ongoing rigour and confidence in the immigration program; and
- f. conducting program evaluations.

12.5.2 The Parties 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.

12.5.3 Annex A establishes the evaluation and audit requirements specific to the program discussed in the Annex and the corresponding accountabilities of the Parties.

12.5.4 In addition to the requirements specified in Annex A, the Parties agree to:

- a. exchange, on an annual basis, evaluation plans that outline the planned evaluations for activities under this Agreement;
- b. exchange, when developed or updated, evaluation frameworks/performance measurement strategies for activities under this Agreement;
- c. exchange, upon their completion, the reports of all evaluations that pertain to activities under this Agreement; and
- d. participate in national evaluations upon the agreement of both Parties.

## 12.6 Communication

12.6.1 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.

12.6.2 Any announcement related to activities jointly undertaken by the Parties will ensure that communications material reflects the graphic guidelines of both orders of government (including the word mark for the Government of Canada and the word mark of the Government of Newfoundland and Labrador), and be available in both of Canada's official languages. Canada will assume responsibility for translation of joint communications products.

## 12.7 Term and Amendments

12.7.1 The French and English language versions of this Agreement are equally authoritative.

12.7.2 The Parties agree to review the effectiveness of this Agreement no later than twelve (12) months prior to expiry.

12.7.3 Upon mutual consent of both Parties in writing, the term of this Agreement 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 for Canada and the Lieutenant Governor in Council for Newfoundland and Labrador.

12.7.4 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 for Canada and the Lieutenant Governor in Council for Newfoundland and Labrador.

12.7.5 Either Party may terminate this Agreement at any time by providing at least twelve (12) months' notice in writing to the other Party. Upon notice of termination, the AMC shall negotiate a transition strategy.

12.7.6 Specific arrangements for duration, amendments and termination as detailed in Annex A to this Agreement take precedence over sections 12.7.3, 12.7.4, 12.7.5, and 12.7.10. The termination of Annex A 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 Annex A, and all of the provisions of this Agreement necessary to give full force and effect to the intent of Annex A will survive termination of this Agreement where that Annex is not also terminated.

12.7.7 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. Upon request by Newfoundland and Labrador, Canada will negotiate amendments to this Agreement in order to afford similar treatment to Newfoundland and Labrador, taking into consideration the different needs and circumstances of Newfoundland and Labrador.

12.7.8 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.

12.7.9 This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, facsimile or electronic submission) and delivering it to the other Party, each of which when taken together shall constitute an original Agreement.

12.7.10 This Agreement will take effect on August 1, 2022 and will be valid for five (5) years.

12.7.11 It is understood that this Agreement comes into force after the expiry of the 2016 *Canada-Newfoundland and Labrador Immigration Agreement* as amended by the *Extension of the Canada-Newfoundland and Labrador Immigration Agreement 2016*.

### **13.0 Notices**

13.1 Any notice to be delivered under this Agreement should be sent to the Party concerned as follows, as well as to the Parties' Designated Representatives:

Address for notice to Canada  
Deputy Minister  
Department of Citizenship and Immigration  
365 Laurier Avenue West  
Ottawa, Ontario K1A 1L1

Address for notice to Newfoundland and Labrador  
Deputy Minister  
Department of Immigration, Population Growth and Skills  
P.O. Box 8700  
St. John's, Newfoundland and Labrador A1B 4J6

Copies to:

Director, Office of Immigration and Multiculturalism  
Manager, Office of Immigration and Multiculturalism

13.2 Either Party may, from time to time, change a Designated Representative by giving notice in accordance with this Agreement.

13.3 Any notice, information or document provided for under this Agreement 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.

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

**FOR THE GOVERNMENT OF CANADA**

Witness



Date

2022-07-28

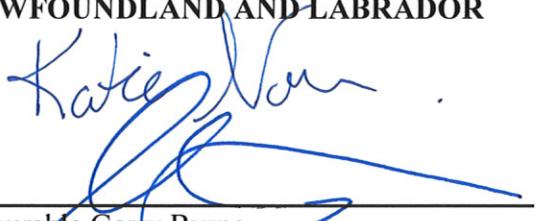
  
\_\_\_\_\_  
The Honourable Sean Fraser  
Minister of Citizenship and Immigration

2022-07-28

Date

**FOR NEWFOUNDLAND AND LABRADOR**

Witness



Date July 28/22

July 28/22

Date

The Honourable Gerry Byrne  
Minister of Immigration, Population Growth and  
Skills

Witness



AUG 29 2022

Date

AUG 29 2022

Date

The Honourable Andrew Furey  
Minister for Intergovernmental Affairs