

# AGREEMENT FOR CANADA ALBERTA COOPERATION ON IMMIGRATION

## General Provisions

### 1.0 PREAMBLE

- 1.1 The Agreement for Canada-Alberta Co-operation on Immigration (hereinafter referred to as the "Agreement") is between Her Majesty in right of Canada, as represented by the Minister of Citizenship and Immigration (hereinafter referred to as "Canada") and Her Majesty in right of the Province of Alberta, as represented by the Minister of Employment, Immigration and Industry (hereinafter referred to as Alberta).
- 1.2 TAKING INTO ACCOUNT section 95 of the *Constitution Act, 1867* that 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*, as amended, (hereinafter referred to as the "IRPA") under this responsibility.
- 1.4 AND WHEREAS the *Canadian Charter of Rights and Freedoms* establishes:
- a) 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, and
  - b) the equality of status to 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.
- 1.5 AND WHEREAS subsection 10(2) of the IRPA requires the Minister of Citizenship and Immigration to consult with the governments of the provinces and territories annually with respect to the number of foreign nationals in each class who will become permanent residents each year, their distribution in Canada taking into account regional economic and demographic requirements and the measures to be undertaken to facilitate their integration into Canadian society.
- 1.6 AND WHEREAS subsection 8(1) of the IRPA and subsection 5(1) of the *Department of Citizenship and Immigration Act, 1994, c.31*, (hereinafter referred to as the "DCIA") authorizes the Minister of Citizenship and Immigration, with approval of the Governor in Council, to enter into agreements with provinces and territories for the purposes of the IRPA.
- 1.7 AND WHEREAS paragraph 10 (2) (a) of the *Government Organization Act, R.S.A., Chapter, G-10* authorizes Alberta's Minister of Employment, Immigration and Industry to enter into an agreement with the Government of

Canada on behalf of Alberta.

- 1.8 AND WHEREAS the IRPA is designed, among other things, to:
- a) support the development of a strong and prosperous Canadian economy in which the benefits of immigration are shared across all regions of Canada; and
  - b) enrich and strengthen the cultural and social fabric of Canadian society, while respecting the federal, bilingual and multicultural character of Canada.
- 1.9 AND WHEREAS Alberta recognizes the long standing and continuing contribution of its francophone community to the social, cultural and economic development of the Province, and the objective of the *IRPA* to support and assist the development of minority official language communities in Canada.
- 1.10 AND WHEREAS Canada recognizes the goals of Alberta to foster an awareness and appreciation of the diverse racial and cultural composition of society as reflected in the *Human Rights, Citizenship and Multiculturalism Act*, R.S.A. c-H-14.
- 1.11 AND WHEREAS Canada and Alberta recognize the role of immigration in supporting the economic development of communities in Alberta, including francophone communities.
- 1.12 AND WHEREAS an Alberta specific immigration agreement will support the Province's efforts to address unique needs, resulting from unprecedented economic growth and development.
- 1.13 AND WHEREAS Canada and Alberta are committed to an efficient and effective immigration system for Alberta and wish to establish an agreement with regard to co-operation on immigration matters recognizing that:
- a) an integrated approach within Canada and abroad will best serve Canada's and Alberta's interests related to immigration;
  - b) Canada and Alberta have a long history of cooperatively providing settlement and integration services to immigrants to Alberta;
  - c) Alberta has particular needs and circumstances and that these may be accommodated insofar as they are not incompatible with federal immigration policy and legislation and to the extent that resources permit; and
  - d) Alberta is responsible for the assessment and recognition of academic and professional credentials and qualifications, labour market training, and has developed bridging programs to support the labour market integration of immigrants to Alberta.

**CANADA AND ALBERTA THEREFORE AGREE AS FOLLOWS:**

## 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 IRPA or in the *Immigration and Refugee Protection Regulations*, hereinafter referred to as the IRPR, have the same meaning as in that Act or those Regulations
  - b. A reference to the IRPA or the IRPR is a reference to the Act or those Regulations as amended from time to time. Otherwise, the following definitions will apply for the purposes of this Agreement.
  - c. "Immigrant" means a permanent resident, including a Refugee unless the context indicates otherwise.
  - d. "Temporary Resident" means a temporary worker, a student, or a visitor
  - e. "Refugee" means a protected person as defined in the IRPA.
  - f. "Vulnerable Person" means a Convention Refugee abroad or a humanitarian-protected person abroad in greater need of protection than other applicants due to a heightened risk to their physical safety.
  - g. "Person In Urgent Need of Protection" means a Convention Refugee abroad or a humanitarian-protected person facing an immediate threat to their life, liberty or physical safety and, if not protected, the person is 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.
  - h. "Special Needs Person" means a person who has greater need for integration services than other applicants for protection abroad owing to personal circumstances, including: family size and composition; trauma resulting from violence or torture; medical disabilities; and/or the effects of systemic discrimination.
  - i. "Resettlement Services" refer to specialized interventions funded by the Department of Citizenship and Immigration and/or the voluntary sector to support the immediate and essential needs of Refugees resettled from abroad
  - j. "Settlement and Integration Services" refer to settlement activities that are specifically designed to facilitate and expedite the economic and social integration of Immigrants in Canada. These activities include orientation, adult language training, settlement counseling, qualifications recognition activities, labour market preparation, temporary or one time interventions to facilitate adaptation of mainstream services to meet the needs of newcomers, and activities which help to develop a more informed and welcoming environment for newcomers to Canada. They do not include services to the general public that normally fall within the mandate of provincial governments, such as health and education services.
  - k. "Party" means Canada or Alberta and "Parties" means Canada and Alberta.

### 3.0 **PURPOSE AND OBJECTIVES**

3.1 The purpose of this Agreement is to define the respective roles and responsibilities of Canada and Alberta relating to Immigrants and Temporary Residents wishing to reside in Alberta.

The objectives of this Agreement are:

- a) to maintain and enhance an effective partnership between Canada and Alberta related to the appropriate level and composition of Immigrants to the Province, acknowledging their respective roles for the promotion, recruitment, selection and admission of Immigrants and Temporary Residents, and the settlement and integration of Immigrants to Alberta.
- b) to respond to Alberta's current and emerging social, demographic, economic development and labour market priorities through immigration policies and programs; recognizing the role of immigration in supporting the economic development of communities in Alberta, including francophone communities.
- c) to support the successful social and economic integration and settlement of Immigrants in Alberta through programs supported by appropriate, fair, equitable, predictable and ongoing provincial and federal funding.
- d) to enhance collaboration in the development and implementation of strategies to address barriers to qualification recognition and integration of Immigrants into the labour market.
- e) to ensure the effectiveness and integrity of the programs of Canada and Alberta through enhanced cooperation in information sharing, research, and evaluation and through the respective monitoring and reporting processes of the Parties.
- f) to foster partnerships with stakeholders including community based organizations, municipal governments, the private sector, official language minority communities, and other government agencies.

3.2 Recognizing respective activities and resource commitments, the Parties agree to address the objectives outlined in this Agreement through collaborative planning and priority setting.

3.3 The following annex is attached to, and forms part of, this Agreement:

Annex A - Provincial Nominees

### 4.0 **POLICY AND PROGRAM DEVELOPMENT**

#### 4.1 **Immigration Programs and Planning**

Canada will establish general immigration policies and develop an annual immigration plan in consultation with Alberta and the other provinces and territories taking into consideration Alberta's immigration planning, including its demographic, social, and economic objectives, the Province's particular needs and Alberta's goal that immigration to the Province be at least proportional to its percentage of Canada's total population.

- 4.1.1 Alberta will provide Canada with an annual provincial nominee plan and will provide comments on Canada's immigration plan with respect to immigration to Alberta.
- 4.1.2 Canada in consultation with Alberta will develop an annual delivery plan for national immigration targets that will include Alberta's specific targets for Alberta for provincial nominees, as well as annual targets for government-assisted refugees as they relate to the Province.
- 4.1.3 Canada will make all reasonable efforts to proactively manage the delivery of the immigration program to achieve the targets of Alberta's provincial nominee plan bearing in mind federal priorities with respect to overall immigration targets, the mix of economic to non-economic landings, limitations related to the number of applications for Immigrants destined to Alberta received and able to be processed by CIC missions abroad, and current processing times and departmental priorities.
- 4.1.4 Canada will cooperate with Alberta to provide opportunities to provincial staff for training, taking into account cost and resource restraints and, if required, negotiating cost sharing approaches. It is recognized that employees of the Province of Alberta will be subject to security clearances required to access federal information.
- 4.1.5 Alberta will plan to receive an annual target of government-assisted refugees. Recognizing the need for flexibility in responding to emerging humanitarian needs, Alberta will be allocated its proportionate share of Refugees; and Canada will, to the extent possible, take into account the potential financial and program impact on Alberta resulting from variations in the number of Refugees to be resettled in Alberta who are deemed to be vulnerable, in urgent need of protection, or who have special needs.

#### 4.2 **Selection and Admissibility**

- 4.2.1 Canada will determine federal objectives relating to immigration.
- 4.2.2 In accordance with the IRPA and the IRPR, Canada will have responsibility for:

- a. establishing selection criteria and selecting foreign nationals, taking into account the role of Alberta in nominating individuals within the provincial nominee class;
  - b. determining Refugee status;
  - c. prescribing classes of Immigrants; and
  - d. defining which persons are inadmissible to Canada.
- 4.2.3 Alberta will be responsible for the assessment of provincial nominees, as outlined in Annex A. In exercising this responsibility, Alberta will develop Provincial Nominee Program streams as appropriate to meet Alberta's immigration needs. Canada will respect the nomination decision of Alberta insofar as nominations do not contravene admissibility criteria as outlined under IRPA, the criteria for the Provincial Nominee Class set out in the Regulations under IRPA or any successor Act, and the eligibility criteria as set out by the Province. The processing and admission to Canada of provincial nominee candidates nominated by Alberta will be completed as expeditiously as possible with a view to achieving targets that have been integrated into Canada's annual delivery plan.
- 4.2.4 Canada will consult with Alberta on the admission of visitors to the Province for the purposes of receiving medical care and treatment, where such purposes are known at the time of admission.
- 4.2.5 Canada will consult Alberta on medically inadmissible cases destined to Alberta in instances where Canada is considering issuance of a temporary resident permit. Alberta can make recommendations on whether these cases should be permitted to come into Canada, However, for all applicants who pose a danger to the public health of Canadians, CIC will determine the final decision regarding medical inadmissibility.
- 4.3 **Consultation**
- 4.3.1 Canada and Alberta agree to consult each other with reasonable advance notice when either Party is contemplating a policy, program or legislative change which could have a significant impact, fiscal or otherwise on the other Party through the operation of this Agreement.
- 4.3.2 Alberta will participate in multilateral consultation processes associated with developing or promoting national immigration initiatives or resolving conflict.
- 4.3.3 Canada and Alberta will continue to provide reasonable advance notice to each other of announcements relevant to this Agreement and, where appropriate, explore the possibility of joint communications by the Parties.
- 4.3.4 Canada will consult in a timely manner with Alberta on Canada's immigration

policy and immigration projections through the Governance Committee identified in section 7.2.1 and respond to identified issues in shared immigration planning.

- 4.3.5 Canada will consult Alberta on the development and implementation of policies that encourage reunification of family from abroad. Alberta will have the opportunity to participate in the development and implementation of those policies and programs that strengthen and enforce sponsorship provisions and obligations.
- 4.3.6 Canada and Alberta will consult on the development and implementation of national measures to recognize immigration representatives.

#### 4.4 **Information Sharing and Research**

- 4.4.1 Canada and Alberta will ensure that any exchange of information, particularly personal information, will be conducted in accordance with applicable federal and provincial legislation and in accordance with their respective policies relating to protection of privacy, access to information and security of records.
- 4.4.2 All agreements between the Parties will provide for the exchange or sharing of personal information in accordance with:
  - (a) the *Privacy Act*, R.S.C. 1985, c P-21, and supporting guidelines on Privacy and Data Protection and the Government of Canada Security Policy and supporting operating directives and guidelines covering the administrative, technical and physical safeguarding of any personal information;  
and/or
  - (b) the *Freedom of Information and Protection of Privacy Act* and the *Health Information Act*, of the province of Alberta, whichever shall apply.
- 4.4.3 In the interest of immigration levels planning policy development, program design and evaluation; program delivery and integrity; and efforts to reduce overlap and duplication; Canada and Alberta agree to co-operate in the exchange of data and by sharing research through existing or enhanced mechanisms.
- 4.4.4 Canada and Alberta agree to encourage immigration research, to annually share their respective research priorities and planned activities, and to co-operate on research initiatives as appropriate.
- 4.4.5 Canada, in consultation with Alberta, will investigate the possibility of putting in place a means to provide Alberta with adequate access to current and future case processing systems in support of the administration of the Provincial Nominee

Program.

- 4.4.6 Canada and Alberta will establish mutually acceptable procedures, subject to sections 4.4.1 and 4.4.2 for Canada to provide statistical reports to Alberta on:
- a) individuals destined to Alberta whose immigration applications are being considered by Canada;
  - b) the issuance of immigrant visas to persons destined to the Province;
  - c) landings of persons destined to the Province;
  - d) temporary residence permits, work permits, and study permits issued to applicants destined to the Province; and additional reports as agreed to by both Parties.

#### 4.5 **Program Integrity**

- 4.5.1. Canada and Alberta will cooperate to the extent possible to ensure that the integrity of their respective programs, including but not limited to matters such as:

- a) sharing information and intelligence related to program developments overseas and within Canada, including immigration trends analysis;
- b) conducting and disseminating research and identifying knowledge gaps related to immigration priorities;
- c) working collaboratively with other agencies, as required, to address issues relating to admissibility, including anti-fraud activities, and;
- d) investigating potential program abuse to ensure ongoing rigour and confidence in the immigration program.

- 4.5.2 Canada and Alberta reiterate their respective commitment to:

- a) public reporting to their respective populations on policy and program outcomes;
- b) auditing, in accordance with established audit practices and standards; and
- c) regular program evaluation in accordance with ongoing established evaluation requirements and policies to ensure program modifications and improvements, as appropriate.

#### 5.0 **ECONOMIC IMMIGRATION**

- 5.1 Canada and Alberta agree that facilitating the entry of economic immigrants, temporary foreign workers and international students is an important element of Canada's and Alberta's immigration priorities.

#### 5.2 **Promotion and Recruitment**

- 5.2.1 Canada and Alberta will co-operate on planning and implementing promotion and recruitment activities abroad recognizing Canada's responsibility for the promotion of Canada and recruitment of Immigrants and Alberta's intent to pursue a targeted immigration recruitment policy to meet its demographic, social and economic objectives.
- 5.2.2 Canada and Alberta will, where appropriate and subject to the agreement of the Parties, cooperate in the promotion and recruitment of Immigrants and Temporary Residents by working together in the following areas:
- a. Alberta will provide Canada with its annual provincial nominee levels plan and objectives, and Canada will ensure that its visa officers are informed about Alberta's plan and objectives;
  - b. Alberta will endeavour to provide Canada with information regarding the Province's demographic, educational, labour market and other needs and Canada will ensure that this information is made available to Immigrants;
  - c. Canada will endeavor subject to resource availability to provide information to Alberta about optimum recruitment opportunities through Canadian missions abroad in order to meet Alberta's immigration needs.
- 5.2.3 Canada will make all reasonable efforts to support the achievement of Alberta's promotion and recruitment initiatives and processing of resulting applicants. Alberta will work with the Department of Foreign Affairs and International Trade as required to identify opportunities to place officials or agents of the Government of Alberta in Canadian Missions, subject to availability, resource constraints and on a cost recovery basis.
- 5.2.4 This Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.
- 5.2.5 Canada and Alberta will make best efforts to develop a pilot project, within the next 12 months, to test a model for provincial/federal collaboration to identify and facilitate the processing of health care professionals destined to Alberta.

### 5.3 **Temporary Foreign Workers and International Students**

- 5.3.1 Canada and Alberta will continue to work cooperatively to facilitate the admission of temporary foreign workers and international students to Alberta. In this regard, Canada and Alberta agree to continue their participation in and support of the Canada-Alberta Working Group on Temporary Foreign Workers.
- 5.3.2 In addition, Canada and Alberta agree to negotiate an annex to this Agreement dealing with the entry of temporary foreign workers into Alberta, in accordance with paragraph 204 (c) of the IRPR.
- 5.3.3 The annex shall be negotiated with the intent of providing Alberta with

mechanisms to facilitate the entry of temporary foreign workers to meet Alberta's economic priorities and labour market objectives. The annex will permit the entry of temporary foreign workers, through agreed upon mechanisms, as expeditiously as possible, taking into consideration statutory requirements, the interests of workers and operational and resource constraints.

- 5.3.4 Canada and Alberta agree to make best efforts to successfully complete the negotiation of the Annex no later than eight (8) months from the date this agreement is signed by both Parties.

## 6.0 **SOCIAL AND ECONOMIC INTEGRATION OF IMMIGRANTS**

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

- 6.1.1 Canada and Alberta recognize that full participation of newcomers in Canadian society is essential to achievement of the economic and social benefits of immigration policy and programs.
- 6.1.2 Both Parties agree to the purpose, principles and shared responsibilities in the *Statement of Understanding regarding Settlement Programs and Services for Immigrants in Alberta*, and agree to review and update it for consistency with this Agreement no later than twelve (12) months from the signing of this agreement by both Parties.
- 6.1.3 Canada agrees to maintain its role in providing programs for Refugees resettled from abroad that offer income support and address immediate and essential services to government-assisted refugees during their initial period in Canada.
- 6.1.4 Canada and Alberta agree to consult on information about the general settlement situation of immigrants in order to inform policy and program development and research, in accordance with respective federal and provincial privacy laws.
- 6.1.5 Canada agrees to provide appropriate, fair, equitable, predictable and ongoing funding for settlement services delivered in Alberta.
- 6.1.6 Canada will inform Alberta by March 31 of each year of the amount of funding to be available nationally for settlement services for the subsequent two fiscal years, subject to appropriations by Parliament.
- 6.1.7 Canada will inform Alberta by November 1 of each year of its share of recent immigration for the purposes of calculating the Province's allocation of federal funds available for settlement services for the next fiscal year.
- 6.1.8 Canada will work in cooperation with Alberta to secure better recognition of the foreign qualifications of permanent residents and their more rapid integration

into the labour market. This does not preclude either Party from taking action within their respective authorities to address qualifications recognition in Alberta.

- 6.1.9 Either Canada or Alberta may express an interest in the realignment of responsibilities for settlement and integration services to Immigrants. Should new arrangements for these services be agreed upon, including administration, delivery and funding, the roles and responsibilities of Canada and Alberta could be the subject of an annex to this Agreement, or of a separate agreement.

## 6.2 **Citizenship**

- 6.2.1 Canada and Alberta will work together to promote full participation of Immigrants in Alberta and Canadian society, respecting Canada's responsibility for determining statutory requirements related to the granting of Canadian citizenship.

## 7.0 **IMPLEMENTATION**

- 7.1 Canada and Alberta will take all reasonable measures necessary to implement this Agreement.

## 7.2 **Governance Mechanisms**

- 7.2.1 A Governance Committee will be established with a general mandate to oversee the implementation of this Agreement, including exchanging information, identifying shared priorities, 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.
- 7.2.2 The Governance Committee will meet at least once annually and will be co-chaired by the Regional Director-General for the Prairies and Northern Territories Region, Department of Citizenship and Immigration, and the Executive Director, Immigration Policy and Programs, Alberta Employment, Immigration and Industry, or their designates. Members of this committee will include the Director-General, International and Intergovernmental Affairs, National Headquarters and, as appropriate, other officials from the Department of Citizenship and Immigration and/or Alberta Employment, Immigration and Industry, and representatives of other federal departments and provincial ministries responsible for programs and services related to immigration.
- 7.2.3 The Governance 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.

### **7.3 Partnerships**

- 7.3.1 Canada and Alberta recognize the benefits of involving stakeholders and partners in facilitating the social and economic integration of Immigrants in Alberta, including community based organizations, municipal governments, the private sector, official language minority communities, and other government agencies.
- 7.3.2 Canada and Alberta believe that municipalities in Alberta, large and small, can fully benefit from immigration to Alberta to the extent that the necessary community infrastructure is in place to welcome Immigrants and support their participation and inclusion in the community.
- 7.3.3 Canada and Alberta agree to maintain and advance a dialogue on the appropriate role of municipalities in program and policy development in accordance with their respective authorities.
- 7.3.4 Canada and Alberta agree on the need to foster community-based involvement, including a broad range of government and non-government stakeholders, in order to create and support new and innovative approaches to the social and economic integration of Immigrants.
- 7.3.5 Canada and Alberta will continue to consult each other, as well as stakeholders concerned on services and programs available to Immigrants and Temporary Residents in the Province.

### **7.4 Other Implementation Provisions**

- 7.4.1 The French and English language versions of this Agreement are equally authoritative.
- 7.4.2 This Agreement may be amended by the mutual written consent of the Parties subject to any required approval or authorization including the approval in Governor in Council.
- 7.4.3 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 and upon request by Alberta, Canada will negotiate amendments to this Agreement in order to afford similar treatment to Alberta.
- 7.4.4 The Governance Committee will from time to time, and not less than every five (5) years, review this Agreement for the purpose of determining whether any

amendments pursuant to subparagraph 7.4.2 are desired.

- 7.4.5 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 Governance Committee will negotiate a transition strategy.
- 7.4.6 Specific arrangements for duration, amendments and termination as detailed in any annexes to this Agreement take precedence over sections 7.4.2 and 7.4.4. The termination of an annex 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 an annex, and all of the provisions of this Agreement necessary to give full force and effect to the intent of the annex will survive any termination of the Agreement to the extent necessary.
- 7.4.7 This Agreement will come into force when signed by the last of the Parties to do so.
- 7.4.8 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.
- 7.4.9 Any notice to Canada must be sent to:  
Deputy Minister  
Citizenship and Immigration Canada  
365 Laurier Avenue West  
Ottawa, Ontario K1A 1L1
- Any notice to Alberta must be sent to:  
Deputy Minister  
Alberta Employment, Immigration and Industry  
Government of Alberta  
10808 99<sup>th</sup> Avenue  
Edmonton Alberta T5K 0G5
- 7.4.10 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.

## 7.5 **Dispute Resolution Process**

- 7.5.1 In the case of a dispute or disagreement under this Agreement, Canada and

Alberta officials will attempt to resolve the matter orally or in writing, and in accordance with any procedures established pursuant to section 7.5.3.

- 7.5.2 In the event that respective officials from Canada and Alberta are unable to resolve the dispute expeditiously, it will be referred to the Governance Committee for resolution.
- 7.5.3 Procedures for addressing disputed issues will be determined by the Governance Committee. Such procedures will be flexible, provide equal opportunities for representation by each Party, establish clear time limits and ensure clarity for the implementation of final decisions.
- 7.5.4 If a dispute remains unresolved following referral to the Governance Committee, a committee comprised of the Assistant Deputy Minister, Strategic and Program Policy, Department of Citizenship and Immigration and the Assistant Deputy Minister, Immigration, Economic and Rural Development, Alberta Employment, Immigration and Industry, will be the ultimate arbiter.

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

**FOR THE GOVERNMENT OF CANADA**

_____	_____	_____
Witness	Date	The Honourable Diane Finley Minister Citizenship and Immigration Canada

**FOR THE GOVERNMENT OF ALBERTA**

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

Approved pursuant to the *Government Organization Act*.

\_\_\_\_\_

Witness

Date

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