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Canada-New Brunswick Immigration Agreement

General Provisions

2017

1.0 Preamble

1.1 This Canada–New Brunswick 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 The Queen in right of the province of New Brunswick, as represented by the Minister of Post-Secondary Education, Training and Labour (hereinafter referred to as "New Brunswick").

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, 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** the Executive Council Act authorizes the Minister on behalf of the province, 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** New Brunswick 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** Canada recognizes the goals of New Brunswick to address the demographic needs of the province by increasing immigration and advancing the integration and full participation of Immigrants in New Brunswick.

1.11 **AND WHEREAS** Canada and New Brunswick recognize that the Joint Federal-Provincial-Territorial Vision for Immigration sets the strategic direction for what Federal, Provincial and Territorial governments seek to collectively achieve through immigration.

1.12 **AND WHEREAS** Canada and New Brunswick 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 New Brunswick;
- b. minimizing costs, increasing program effectiveness and reducing unnecessary overlap and duplication;
- c. ensuring residents of New Brunswick are aware of the benefits of immigration; and
- d. working together to build a culturally diverse, integrated, inclusive, socially cohesive society.

Therefore Canada and New Brunswick agree to the following:

2.0 Definitions

2.1 Definitions from the IRPA and the IRPR

For the purposes of this Agreement:

- a. 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 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 all Annexes attached hereto as may be amended from time to time;
- b. "Convention Refugee" is a person defined under section 96 of the IRPA;
- c. "Designated Representatives" are the primary contacts for both Canada and New Brunswick who are responsible for the interpretation, inquiries, and requests for amendments to this Agreement;
- d. "Dispute" means a conflict or disagreement between the Parties respecting:
 - i. the interpretation, application, or implementation of this Agreement; or the IRPA or IRPR; or
 - ii. a breach or anticipated breach of this Agreement;
- e. "Focal Points" means the primary contacts for the Parties responsible for monitoring the implementation of the Annexes under this Agreement; this includes the interpretation, inquiries, and requests for amendments of the Annexes, addressing any issues that arise, and compliance with the provisions of the Annexes;
- f. "French-Speaking Immigrant" means an immigrant for whom French is the first Canadian official language of usage;
- g. "Immigrant" means a Permanent Resident, including Convention Refugees abroad and humanitarian-protected persons abroad resettled to Canada, and protected persons in Canada;
- h. "Local Government" means the council of a municipality or the board of a regional district;
- i. "Party" means Canada or New Brunswick and "Parties" means Canada and New Brunswick;
- j. "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;
- k. "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;
- l. "Provincial Nominee" means a person who is a member of the Provincial Nominee class;
- m. "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;
- n. "Refugee" means a protected person under the IRPA;
- o. "Resettlement Assistance" means services to support the immediate and essential needs of Specified Humanitarian Persons Resettled from Abroad;
- p. "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;
- q. "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;
- r. "Temporary Resident," means a temporary foreign worker, an international student, a visitor or a temporary resident permit holder; and
- s. "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 This Agreement is to further strengthen the long-term partnership between the Parties with respect to immigration. For the purpose of this Agreement, 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. maintain and enhance a positive relationship between Canada and New Brunswick 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 New Brunswick;
- b. respond to New Brunswick'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 New Brunswick, including francophone communities;

- c. support the successful social and economic integration and settlement of Immigrants in New Brunswick through programs supported by appropriate, fair, equitable, predictable and ongoing provincial and federal funding;
- d. support Canada's humanitarian objectives through collaboration on issues impacting Specified Humanitarian Groups Resettled from Abroad in New Brunswick;
- e. facilitate collaboration in the development and implementation of strategies to address barriers to foreign qualification recognition and integration of Immigrants into the labour market;
- f. ensure the effectiveness and integrity of the programs of Canada and New Brunswick through enhanced cooperation in information sharing, research, and evaluation and through the respective monitoring and reporting processes of the Parties;
- g. foster effective cooperation in the promotion, attraction, and retention of French-Speaking Immigrants to continue to encourage the growth of francophone communities in New Brunswick; and
- h. facilitate good governance in relation to this Agreement.

3.3 Annexes

3.3.1 Together with the General Provisions, the following Annexes form part of this Agreement:

[Annex A: Provincial Nominees \(/english/department/laws-policy/agreements/nb/can-nb-annex-a-2017.asp\);](#) and

[Annex B: French-Speaking Immigrants \(/english/department/laws-policy/agreements/nb/can-nb-annex-b-2017.asp\)](#)

3.3.2 The Parties agree to negotiate in good faith and in a timely fashion, additional Annexes to this Agreement or updates to existing Annexes 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 annual immigration levels plan in consultation with New Brunswick and other provinces and territories, taking into consideration any joint federal-provincial-territorial approaches to immigration levels planning, and New Brunswick's immigration planning, including its social, cultural, demographic, and economic objectives.

4.2 New Brunswick will provide Canada with an annual Provincial Nominee Program plan in advance of consultations, to be considered in developing Canada's projections for Canada's immigration levels planning/projections; and consult with Canada in establishing New Brunswick's Provincial Nominee Program plan, taking into account Canada's role in national immigration policy and planning.

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

- a. New Brunswick's specific targets for Provincial Nominees and Canada's annual targets for government assisted Refugees as they relate to New Brunswick; and
- b. New Brunswick's objectives for all other classes of Permanent and Temporary Residents, where applicable.

4.4 Each year, following federal Cabinet approval of the Annual Report to Parliament on Immigration, Canada will confirm New Brunswick's nominations allocation for the following calendar year.

4.5 Canada will make all reasonable efforts to proactively manage the delivery of the immigration program to achieve the targets of New Brunswick's Provincial Nominee Program levels plan bearing in mind federal priorities.

4.6 Canada will cooperate with New Brunswick to provide opportunities to provincial staff for training, taking into account cost and resource constraints of either Party and, if required, negotiating cost-shared approaches.

4.7 New Brunswick will plan to receive a share of Refugees to be resettled in the province. While this share is not expected to exceed New Brunswick's percentage share of total immigration, the need for flexibility in responding to emerging humanitarian needs is recognized. Through collaboration with Canada, New Brunswick 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 New Brunswick, Canada agrees to:

- a. take into account the potential financial and program impact on New Brunswick resulting from the variations in the share of Persons in Urgent Need of Protection, and Vulnerable and Special Needs Persons to be settled in New Brunswick; and
- b. provide notice of arrival as early as possible, ensure arrivals are spread throughout the year where practical, and work with New Brunswick to coordinate communications with the community and stakeholders.

5.0 Consultations and Local Government

5.1 Consultation

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

5.1.2 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 New Brunswick'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; identified issues in shared immigration planning, information sharing and bilateral international arrangements. Where applicable, the Department of Citizenship and Immigration will determine whether changes proposed by New Brunswick conform to the provisions within the IRPA and the IRPR.

5.1.3 New Brunswick agrees to consult with francophone communities in New Brunswick with respect to immigration matters in areas which include, but are not limited to, recruitment activities and the planning and delivery of settlement and integration services.

5.1.4 New Brunswick will participate in multilateral consultation processes associated with developing or promoting national immigration initiatives.

5.1.5 The Parties will consult on the development and implementation of national measures to recognize immigration representatives. Canada recognizes New Brunswick's right to develop and implement its own measures consistent with provincial jurisdiction and federal legislation.

5.2 Local Government

5.2.1 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 New Brunswick and in ensuring that communities are welcoming and inclusive.

5.2.2 The Parties agree to cooperate in working with Local Governments in New Brunswick to explore issues related to their respective interests in immigration and to pursue opportunities related to communities' interests in immigration.

6.0 Promotion and Recruitment

6.1 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 New Brunswick's interest in immigration to meet its social, cultural, demographic, and economic objectives.

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

- a. New Brunswick will provide Canada with New Brunswick's annual Provincial Nominee levels plan and objectives and Canada will ensure that Department of Citizenship and Immigration offices abroad are informed about New Brunswick's plan and objectives; and
- b. New Brunswick will endeavour to provide Canada with information regarding the province's demographic, educational, labour market and other needs, and Canada will endeavour to provide information to New Brunswick about optimum recruitment opportunities through Department of Citizenship and Immigration offices abroad in order to meet New Brunswick's immigration needs.

6.1.2 In furtherance of the objectives of this Agreement, New Brunswick may undertake recruitment initiatives including:

- a. development of promotional materials describing the nature and quality of life in New Brunswick;
- b. provision of information on a New Brunswick-maintained website to prospective Immigrants who intend to reside and work in New Brunswick;
- c. preparation of information for staff working in Department of Citizenship and Immigration offices abroad to assist in identifying promotion and recruitment opportunities;
- d. consultation with representatives of francophone communities in New Brunswick;
- e. consultation with regional and community representatives; and
- f. targeted promotion to Temporary Residents present in New Brunswick (international students, temporary workers and visitors).

6.1.3 Canada agrees to make efforts, where possible, to assist New Brunswick to identify prospective Immigrants and Temporary Residents to fulfill New Brunswick's targets in its labour market strategy and levels plan as agreed upon by both Parties, subject to operational and resource constraints. This includes:

- 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 New Brunswick website;
- b. displaying Government of New Brunswick promotional material provided by New Brunswick, where practical, at selected Department of Citizenship and Immigration offices abroad;
- c. supporting provincially initiated missions to attract Immigrants within the limits of mission resources;
- d. inviting New Brunswick to participate in promotional exercises with Department of Citizenship and Immigration staff abroad to communicate the province's specific needs and opportunities; and
- e. assisting New Brunswick in identifying overseas labour market and demographic information as available, to assist in niche market recruitment.

6.1.4 New Brunswick may enter into agreements with third parties for the purposes of promotion and recruitment and in so doing will:

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

6.1.5 Subject to section 6.1.4, this Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.

6.1.6 New Brunswick will consult with the Department of Citizenship and Immigration before entering into any agreement or arrangement with another entity where that agreement or arrangement may result in policy changes that would have a material effect on this Agreement.

7.0 Selection and Inadmissibility

7.1 Recognizing 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 New Brunswick in nominating Provincial Nominees;
- c. determining Refugee status;
- d. prescribing classes of Permanent Residents and Temporary Residents; and

e. defining and determining which persons are inadmissible to Canada.

7.2 New Brunswick's authority to nominate Provincial Nominees is established under Annex A of this Agreement.

7.3 New Brunswick will be consulted and have the opportunity to provide input on selection and policies, taking into account the specific goals of and unique conditions in the province, the need to maintain national standards, and resource constraints of Canada.

7.4 New Brunswick will be responsible for the assessment and nomination of Provincial Nominees. Canada will respect the nomination decision of New Brunswick 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 New Brunswick.

7.5 Subject to applicable Federal or Provincial legislation relating to the protection of privacy, Canada may notify New Brunswick in cases where an application has been made for a visitor visa where the applicant is applying to come to Canada for the distinct purpose of receiving medical care and where the applicant may potentially be assessed as medically inadmissible to Canada.

7.6 Canada has the sole authority to decide whether persons who are determined to be medically inadmissible should be permitted to come to or remain in Canada and may issue a Temporary Resident Permit where an officer determines it is justified.

7.7 Subject to applicable Federal or Provincial legislation relating to the protection of privacy, Canada may consult New Brunswick on medically inadmissible cases in or destined for New Brunswick in instances where Canada is considering issuance of a Temporary Resident permit. New Brunswick may make recommendations on whether a Temporary Resident permit should be issued in these cases.

7.8 Where New Brunswick does not require section 7.5 or 7.7 notification or consultations for specified groups of medically inadmissible cases, New Brunswick shall provide notice in writing to Canada.

8.0 Settlement, Integration and Refugee Resettlement

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

8.2 The Parties will work together to develop a settlement Memorandum of Understanding based on the Federal-Provincial-Territorial Multilateral Framework for Bilateral Settlement Partnership to Support Newcomer Integration.

8.3 Canada will work with New Brunswick to support better recognition of the foreign qualifications, skills and work experience of Permanent Residents and their more rapid integration into the labour market.

8.4 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.

8.5 Canada will collaborate and consult with New Brunswick regarding the allocation and integration of Refugees to the Province, particularly government-assisted refugees, taking into consideration all New Brunswick communities with the capacity to settle an increased number of Refugees.

9.0 Multiculturalism

9.1 The Parties recognize the importance of an inclusive, diverse and cohesive society which may be advanced through the principles of multiculturalism.

10.0 Citizenship

10.1 The Parties will work together to promote full participation of Immigrants in New Brunswick 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.

11.0 Implementation

11.1 Governance

11.1.1 The Agreement Management Committee (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.

11.1.2 The AMC, with two Co-Chairs, the Assistant Deputy Minister, Population Growth, Labour and Planning Division, New Brunswick Department of Post-Secondary Education, Training and Labour, and the Assistant Deputy Minister, Strategic and Program Policy, Department of Citizenship and Immigration, or their designates where mutually agreed upon, will be established to oversee implementation of this Agreement. Other members of the AMC shall include Local, Regional and National Headquarters Department of Citizenship and Immigration officials; and, as appropriate, representatives of other federal departments and provincial ministries responsible for programs and services related to immigration.

11.1.3 The AMC will meet face-to-face or by teleconference once annually, alternating between Ottawa and New Brunswick. The purpose of these meetings will be to engage in broad discussions relating to the overall management of this Agreement and innovative approaches to addressing immigration matters.

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

11.2 Multilateral Forums

11.2.1 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.

11.3 Dispute Management and Resolution Process

11.3.1 The Parties are committed to working together to implement this Agreement. Both Parties are committed to respect and support the objectives and principles of the IRPA and share the following objectives:

- a. to prevent Disputes;
- b. to work together to minimize Disputes;
- c. to identify Disputes quickly and to resolve them expeditiously, at the lowest officials level possible, in a fair, open and transparent manner; and
- d. to resolve Disputes in a non-adversarial, collaborative and informal manner whenever possible.

11.3.2 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. 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.

11.3.3 Either Party may refer the matter to the Deputy Ministers by providing him/her with a written notice.

11.3.4 Both Parties will exchange relevant information regarding the Dispute 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.

11.3.5 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.

11.3.6 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.

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

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

11.4 Information Sharing

11.4.1 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. ensuring policies and programs are informed by research, and statistical reports; and
- c. supporting policies, strategies and programs through information sharing.

11.4.2 Information sharing under this Agreement is governed by the separate Memorandum of Understanding Concerning Information Sharing Between Canada and New Brunswick.

11.4.3 Information sharing under this Agreement involving other departments and ministries will be governed by separate information sharing arrangements.

11.4.4 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.

11.5 Program Integrity

11.5.1 The Parties are responsible for ensuring 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.

11.5.2 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.

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

11.5.4 In addition to the requirements specified in each Annex, 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.

11.6 Communication

11.6.1 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.

11.6.2 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 be available in both of Canada's official languages. Canada will assume responsibility for translation of joint communications products.

11.7 Term and Amendments

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

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

11.7.3 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.

11.7.4 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 at the Canada level, or Lieutenant Governor in Council at the New Brunswick level.

11.7.5 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 will negotiate a transition strategy.

11.7.6 Specific arrangements for duration, amendments and termination as detailed in any Annex to this Agreement take precedence over sections 11.7.3, 11.7.4, 11.7.5, and 11.7.10. 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 provisions of this Agreement necessary to give full force and effect to the intent that the Annexes will survive termination of this Agreement where that Annex is not also terminated.

11.7.7 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 New Brunswick, Canada will negotiate amendments to this Agreement in order to afford similar treatment to New Brunswick, taking into consideration the different needs and circumstances of New Brunswick.

11.7.8 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.

11.7.9 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.

11.7.10 This Agreement will take effect when signed by the last of the Parties to do so and will be valid for five (5) years.

11.7.11 Upon signature of this Agreement by the last of the Parties to this Agreement, the 2005 Canada-New Brunswick Agreement on Provincial Nominees is terminated and replaced by Annex A to this Agreement.

12.0 Notices

12.1 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
Immigration, Refugees and Citizenship Canada
365 Laurier Avenue West
Ottawa, Ontario K1A 1L1

Address for notice to New Brunswick

Deputy Minister
Post-Secondary Education, Training and Labour
470 York Street
Fredericton, New Brunswick E3B 3P7

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

12.3 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]

The Honourable Ahmed Hussen
Minister of Citizenship and Immigration

FOR THE GOVERNMENT OF NEW BRUNSWICK

[Witness]

[Date]

The Honourable Donald Arseneault
Minister, Post-Secondary Education, Training and Labour

Also in this topic

- [Temporary public policy \(/english/department/laws-policy/tibet.asp\)](/english/department/laws-policy/tibet.asp)
- [Express Entry \(/english/immigrate/express/express-entry.asp\)](/english/immigrate/express/express-entry.asp)
- [Agreements \(/english/department/laws-policy/agree.asp\)](/english/department/laws-policy/agree.asp)

Date Modified:

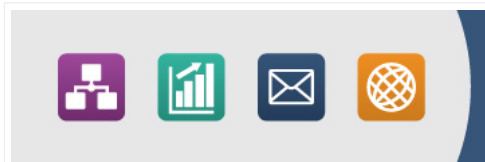
2017-03-31

Our mandate (/english/department/mission.asp)
What we do (/english/department/what.asp)
Acts and regulations (/english/department/acts-regulations/index.asp)
Corporate initiatives (/english/about_us/mandate/initatives.asp)
Service declaration (/english/department/service-declaration.asp)
Policies, operational instructions and agreements (/english/department/laws-policy/index.asp)
Sustainable development (/english/department/rpp/sd.asp)
Citizenship Commission (/english/department/commission/index.asp)
Foreign Credentials Referral Office (/english/department/fcro/index.asp)
Passport Canada (/english/department/passport/index.asp)
The Minister (/english/department/minister/index.asp)
The Deputy Ministers (/english/department/minister/deputies.asp)
Partners and service providers (/english/department/partner/menu-partners.asp)
Reports and statistics (/english/about_us/reports.asp)
Publications and manuals (/english/resources/publications/index.asp)
Transparency for IRCC (/english/transparency.asp)

[Career opportunities \(/english/department/careers/index.asp\)](/english/department/careers/index.asp)

Government of Canada activities and initiatives

Gallery of mobile and web-based applications



https://open.canada.ca/en/apps?_ga=2.119480777.1582349726.1503424264-1037109847.1501179108

Browse and download apps that were built both by the Canadian public and the Government of Canada that use open data.

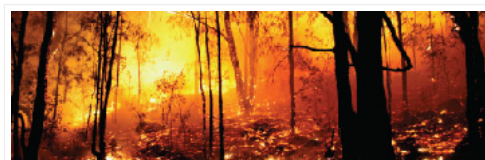
Leaders Today Canada Newsletter



https://www.canada.ca/en/campaign/prime-ministers-youth-council/youth-newsletter/2017/august.html?utm_source=pm_eng&utm_medium=priority&utm_campaign=august

The newsletter for young people taking action to create a better Canada and a better world.

Wildfires in British Columbia



<https://www.canada.ca/en/campaign/wildfires-in-british-columbia.html>

Forest and wildfires can cause extensive damage and put lives in danger.