



**RETAINER AGREEMENT**

*Family Class – Parents and Grandparents Program – Post Invitation to Apply  
Sponsor Residing in the Province of Quebec*

**BY AND BETWEEN:**

**Last Name (family name):**

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**First Name (given name):**

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**Mailing address:**

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**Telephone Number:**

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**E-mail Address:**

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(the "CLIENT")

AND:

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

(the "LAW FIRM")

**PREAMBLE:**

The CLIENT hereby agrees to retain the LAW FIRM to provide legal counsel and assistance in his or her efforts to obtain a Canadian Permanent Resident Visa under the Family Class – Parents and Grandparents Program, and the LAW FIRM does hereby agree to provide such services, the whole subject to the following terms and conditions.

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



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

**1. ENGAGEMENT OF THE LAW FIRM**

The CLIENT hereby agrees to engage the LAW FIRM in order to assist him or her with preparing and pursuing a single application, under the Family Class – Parents and Grandparents Program (the PGP APPLICATION), which shall include any eligible dependents, if the CLIENT is invited by Immigration, Refugees and Citizenship Canada (IRCC) to submit a PGP APPLICATION and if the CLIENT is eligible to apply.

The LAW FIRM shall provide assistance exclusively from Canada.

The LAW FIRM shall use its reasonable professional efforts to guide and assist the CLIENT and fulfill its obligations under this Retainer Agreement and the CLIENT acknowledges that the LAW FIRM cannot guarantee the future availability of the Parents and Grandparents Program; the processing times and actions of the Government of Québec and/or the Government of Canada (hereinafter referred collectively as the Immigration Authorities) or the actions of any individuals or organizations not related to the LAW FIRM.

The LAW FIRM shall provide services under the terms of this Retainer Agreement until the final disposition of the submitted PGP APPLICATION by the Immigration Authorities. However, the CLIENT acknowledges that the LAW FIRM will not be required to continue providing services under this Retainer Agreement if, through no fault of the LAW FIRM, the PGP APPLICATION cannot be submitted to the appropriate Canadian Immigration Office during the 2022 calendar year.

**2. DUTIES OF THE LAW FIRM**

The LAW FIRM shall be responsible for the performance of the following, after the CLIENT is invited by IRCC to submit the PGP APPLICATION:

- (i). Review the CLIENT's eligibility, and advise the CLIENT as to what must be done in order to be eligible to submit the PGP APPLICATION;
- (ii). Advise the CLIENT as to the necessary evidence required to best represent the CLIENT's eligibility as per the Parents and Grandparents Program requirements;
- (iii). Advise the CLIENT as to the amount of both Federal and Québec government fees required in support of the PGP APPLICATION;
- (iv). Assist the CLIENT in the preparation of the PGP APPLICATION forms and supporting documents prior to submission to the Immigration Authorities;



- (v). Review the CLIENT's PGP APPLICATION and supporting documents prior to submission to the Immigration Authorities;
- (vi). Prepare a detailed cover letter, addressed to the appropriate Immigration Office(s), outlining the CLIENT's qualifications;
- (vii). Assist with the online submission of the CLIENT's PGP APPLICATION to IRCC – Federal Part as well as assist with submission of the CLIENT's PGP APPLICATION to the Government of Québec - Provincial Part, at the CLIENT's expense, and verify arrival;
- (viii). Track the CLIENT's PGP APPLICATION through the entire application process until a final decision is made on the PGP APPLICATION by the Immigration Authorities;
- (ix). If an interview is requested, advise the CLIENT on how to prepare for a possible interview with an Immigration Officer.

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

The CLIENT shall:

- (i). Provide valid contact information, including email, telephone, and mailing address, to the LAW FIRM, at all times during the validity of this Retainer Agreement, and immediately notify the LAW FIRM of any changes in contact information;
- (ii). Provide a copy of the invitation letter to submit a PGP APPLICATION, received from IRCC;
- (iii). Follow the LAW FIRM's reasonable advice in order to maximize eligibility for the Parents and Grandparents Program;
- (iv). Disclose to the LAW FIRM all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues in regard to the individual(s) being sponsored;
- (v). Provide all information and documents requested by the LAW FIRM and/or the Immigration Authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English or French at the expense of the CLIENT;
- (vi). Provide sufficient documentation to support all qualifications claimed, as advised by the LAW FIRM and/or required by the Immigration Authorities;
- (vii). Sign the required undertaking with the Government of Québec (Ministère de l'Immigration, de la Francisation et de l'Intégration);



- (viii). Demonstrate sufficient Canadian-sourced income declared on tax returns so as to be able to meet the financial capacity evaluation requirements, in accordance with the norms and guidelines established by the Immigration Authorities and continue to meet the financial capacity evaluation requirements until a final decision is made of the PGP APPLICATION and until required by the Immigration Authorities;
- (ix). Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENT from the Immigration Authorities;
- (x). Attend all interviews, if called upon to do so by the Immigration Authorities. The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- (xi). Pay the government processing fees required by the Immigration Authorities for the handling and processing of the PGP APPLICATION and for any required medical examinations and for the evaluation of professional, vocational and educational qualifications by the appropriate authorities, where applicable;
- (xii). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, as set forth in the section THE LAW FIRM FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in the designated currency, including *any applicable taxes*, at the LAW FIRM's principal place of business in Montreal, Canada.

#### 4. FEES

The CLIENT agrees to pay to COHEN IMMIGRATION LAW IN TRUST the amount of **CAD 3,500** on account of the LAW FIRM FEES (*plus any applicable taxes*) as per the following schedule:

- The sum of **CAD 1,000** (*plus any applicable taxes*) immediately upon execution of this Retainer Agreement by the CLIENT;
- The sum of **CAD 1,500** (*plus any applicable taxes*) immediately upon confirmation from the LAW FIRM that the CLIENT's PGP APPLICATION is ready for submission to IRCC;
- The sum of **CAD 1,000** (*plus any applicable taxes*) immediately upon receipt of notice from the Immigration Authorities of the approval in principle of the CLIENT's PGP APPLICATION.

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

The CLIENT authorizes the LAW FIRM to release the first installment of THE LAW FIRM FEES from the LAW FIRM's trust account, after the LAW FIRM has established a file in its office for the CLIENT and reviewed the CLIENT's qualifications.



The CLIENT authorizes the LAW FIRM to release the second and third installments of THE LAW FIRM FEES from the LAW FIRM's trust account upon confirmation of submission of the PGP APPLICATION to the IRCC.

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

Furthermore, the CLIENT expressly recognizes that the fees quoted above are for the services outlined in Section 1 of the present Retainer Agreement "Engagement of the LAW FIRM". The CLIENT further acknowledges that additional THE LAW FIRM FEES shall be payable to retain the LAW FIRM to assist with non-retained services, including but not limited to, additional written and/or oral representations to the immigration and/or other authorities, including submission of reconsideration request(s) and/or appeals.

## **5. REFUND POLICY**

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the PGP APPLICATION is not submitted, is not accepted for processing by the Canadian Immigration Authorities for any reason, including but not limited to, availability of the program, the intake cap/limit being reached and/or if the CLIENT fails to adequately support all qualifications claimed. In addition, the CLIENT also acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the CLIENT's PGP APPLICATION is refused, rejected, returned, or cannot proceed due to reasons related to health, criminality/security and/or government policy, a change in law, regulation or selection criteria, circumstances beyond the LAW FIRM's control (*force majeure*) or if the CLIENT voluntarily withdraws the PGP APPLICATION. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to any THE LAW FIRM FEES paid by the CLIENT to the LAW FIRM.

## **6. INTERPRETATION**

- (i). This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada;
- (ii). As the context may require, the singular shall include the plural and vice versa; words importing the masculine shall include the feminine gender and vice versa;
- (iii). This Retainer Agreement can be executed by one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;
- (iv). This Retainer Agreement constitutes the entire agreement between the LAW FIRM and the CLIENT and supersedes any and all prior communications, agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.



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

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**CLIENT Signature**

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Date

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**COHEN IMMIGRATION LAW INC**

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Date