

**iccrc**

IMMIGRATION CONSULTANTS OF  
CANADA REGULATORY COUNCIL



**crcic**

CONSEIL DE RÉGLEMENTATION DES  
CONSULTANTS EN IMMIGRATION DU CANADA

**IMMIGRATION CONSULTANTS OF CANADA  
REGULATORY COUNCIL**

**CODE OF PROFESSIONAL ETHICS**

**June 2012**

**Immigration Consultants of Canada Regulatory Council**  
**CODE OF PROFESSIONAL ETHICS**

Table of Contents

UPDATES TO ARTICLE .....	5
ARTICLE 1. INTENTION OF CODE .....	6
1.1 Standard of Professional Conduct .....	6
1.2 Primary Purpose .....	6
1.3 Code Binding .....	6
1.4 Following Spirit Required .....	6
1.5 Discipline upon Breach .....	6
ARTICLE 2. INTERPRETATION.....	6
2.1 Interpretation Consistent with Bylaws.....	6
2.2 Defined Terms .....	6
ARTICLE 3. ETHICAL PRACTICE.....	8
3.1 Serve Honourably.....	8
3.2 Privileged Role.....	8
ARTICLE 4. PROFESSIONALISM .....	9
4.1 Maintain Integrity.....	9
4.2 Courtesy and Good Faith.....	9
4.3 No Offensive Communications.....	9
4.4 Report of Breaches of This Code <sup>9</sup> .....	9
4.5 No Misconduct or Conduct Unbecoming.....	9
4.6 No Breach of Bylaws.....	9
ARTICLE 5. COMPETENCE .....	9
5.1 Nature of Competence .....	9
5.2 Duty of Competence .....	9
5.3 Standard of Service .....	10
5.4 Not Practice if Not Competent.....	10
5.5 Obligation if Not Competent.....	10
5.6 Maintenance of Skills and Knowledge .....	10
ARTICLE 6. QUALITY OF SERVICE .....	10
6.1 Maintenance of Quality Service .....	10
6.2 Professional Responsibility for Agents and Staff.....	11
6.3 Supervision of Agents and Staff .....	11
6.4 Registration of Agents.....	11
6.5 Prohibited Employees and Agents .....	11
6.6 Mandatory Assistance When Required.....	11
ARTICLE 7. ADVISING CLIENTS.....	11
7.1 Honesty and Candour Required .....	11
7.2 Restricted to Scope of Practice .....	11
7.3 Avoid Corrupt Associations .....	11

## CODE OF PROFESSIONAL ETHICS

7.4	Cheating Prohibited.....	12
7.5	Response to Illegality .....	12
7.6	Translation Services Required .....	12
7.7	Availability of ICCRC Language Services .....	12
ARTICLE 8.	CONFIDENTIALITY .....	12
8.1	Maintenance of Confidentiality .....	12
8.2	Confidentiality Survives Retainer .....	13
8.3	Protection of Confidential Information.....	13
8.4	Disclosure Prohibited .....	13
8.5	Application to Employees and Agents .....	13
8.6	Exception When Required By Law .....	13
8.7	Exception for Defence of Allegations.....	13
8.8	Exception for Collections.....	13
8.9	Limits on Exceptions.....	13
ARTICLE 9.	CONFLICTS OF INTEREST .....	14
9.1	Prohibition Where Conflict.....	14
ARTICLE 10.	PRESERVATION OF CLIENT PROPERTY.....	14
10.1	Safekeeping of Client Property .....	14
10.2	Notification of Safekeeping.....	14
10.3	Segregation of Client Property.....	14
10.4	Safekeeping Records Required.....	14
10.5	Accounting for and Return of Client Property .....	14
ARTICLE 11.	ICCRC MEMBER AS ADVOCATE .....	14
11.1	Twin Responsibilities .....	14
ARTICLE 12.	RETAINER AND FEES .....	15
12.1	Content of Retainer Generally .....	15
12.2	Specific Content of Retainer.....	15
12.3	Application of Trust Money.....	15
12.4	Certain Prohibition .....	15
ARTICLE 13.	JOINT RETAINERS.....	16
13.1	Initial Obligation .....	16
13.2	Where Continuing Relationship with One .....	16
13.3	When Avoid Joint Retainer.....	16
ARTICLE 14.	WITHDRAWAL FROM REPRESENTATION .....	16
14.1	When Withdrawal Required.....	16
14.2	When Withdrawal Optional .....	16
14.3	Withdrawal on Other Basis .....	17
14.4	Withdrawal on Failure to Pay.....	17
14.5	Member Action Required on Withdrawal.....	17
14.6	Obligation of Successor Member .....	17
14.7	Where Withdrawal Threat Prohibited .....	17

## CODE OF PROFESSIONAL ETHICS

ARTICLE 15.	OUTSIDE INTERESTS .....	18
15.1	Other Work Not to Compromise Member’s Obligations .....	18
15.2	Maintenance of Independence .....	18
ARTICLE 16.	ADVERTISING, SOLICITATION AND MAKING SERVICES AVAILABLE.....	18
16.1	Quality of Service Availability.....	18
16.2	Quality of Holding-out.....	18
16.3	Endorsements and Testimonials .....	18
16.4	Good Taste .....	19
16.5	Use of ICCRC Designation and Logo .....	19
ARTICLE 17.	DISCRIMINATION AND HARASSMENT.....	19
17.1	No Discrimination.....	19
17.2	Respect for All .....	19
17.3	No Denial of Service .....	19
17.4	No Harassment.....	19
17.5	Use of Electronic Medium .....	19
17.6	Employment Practices Included.....	20
ARTICLE 18.	ERRORS AND OMISSIONS.....	20
18.1	Errors and Omissions Insurance Required .....	20
18.2	Required Action upon Discovery of Error or Omission .....	20
ARTICLE 19.	DISCIPLINARY AUTHORITY.....	20
19.1	ICCRC Impose Discipline .....	20
19.2	Location of Conduct Irrelevant.....	20
19.3	Conduct Before Becoming ICCRC Member .....	20
19.4	Liability for Costs .....	21
ARTICLE 20.	RESPONSIBILITY TO ICCRC AND OTHERS.....	21
20.1	Maintenance of Contact Information .....	21
20.2	Obligation to Respond to ICCRC.....	21
20.3	Restriction on Communicating with Complainant .....	21

**UPDATES TO ARTICLE**

Listing by dates:

05 June 2012

Article 18.2 was updated to require a Member to inform his or her errors and omissions provider if an error or omission occurred that may be damaging and cannot be rectified readily. As well, the Member must also notify ICCRC that the errors and omissions insurance provider has been notified.

18.2 Required Action upon Discovery of Error or Omission

If the ICCRC member discovers, in connection with a matter for which the ICCRC member was retained, an error or omission that is or may be damaging to the Client and that cannot be rectified readily, the ICCRC member shall:

- 18.2.1 promptly and fully inform the Client of the error or omission, being careful not to prejudice any rights of indemnity that either of them may have under an insurance, Clients' protection or indemnity plan, or otherwise;
- 18.2.2 seek advice from the ICCRC's Practice Management Unit where needed;
- 18.2.3 recommend that the Client obtain legal advice elsewhere concerning any rights the Client may have arising from the error or omission; ~~and~~
- 18.2.4 advise the Client that in the circumstances, the ICCRC member may no longer be able to act for the Client;
- 18.2.5 promptly inform his or her errors and omissions insurance provider; and
- 18.2.6 promptly inform ICCRC that the errors and omissions insurance provider has been informed.

**ARTICLE 1. INTENTION OF CODE**

1.1 Standard of Professional Conduct

This Code establishes high standards of professional conduct for ICCRC members and provides guidance for their practice.

1.2 Primary Purpose

The primary purpose of this Code is to protect the public from unprofessional, unethical, incompetent practice by the ICCRC members and students.

1.3 Code Binding

This Code is binding on all ICCRC members and, with necessary variations, to all ICCRC students.

1.4 Following Spirit Required

ICCRC members must endeavour to follow the spirit of this Code. This Code cannot address every potential situation or impropriety, but provide principles that govern all conduct.

1.5 Discipline upon Breach

ICCRC members or students who breach this Code are subject to disciplinary proceedings.

**ARTICLE 2. INTERPRETATION**

2.1 Interpretation Consistent with Bylaws

This Code shall be interpreted in a manner consistent with the Bylaws of ICCRC unless the context otherwise requires.

2.2 Defined Terms

In this Code:

2.2.1 “Agent” means a person who:

- (i) does not provide immigration advice for a fee in contravention of IRPA;
  - (ii) represents an ICCRC member in furtherance of the member’s practice;
  - (iii) solicits or facilitates business in connection with the ICCRC member’s practice;
  - (iv) is registered, or required to be registered, as an Agent pursuant to ICCRC’s Bylaws;
- and for greater certainty, “Agent” does not include an individual who merely refers a Client to a member but does not otherwise take any part in a proceeding or application, or potential proceeding or application, under the IRPA;

- 2.2.2 "Board" means the Immigration and Refugee Board and any of its staff, branches or divisions;
- 2.2.3 "Bylaws" mean the bylaws of ICCRC;
- 2.2.4 "Canadian Society of Immigration Consultants" (and the acronym "CSIC") means the body incorporated under the Canada Corporations Act and previously designated by the Minister pursuant to section 91 of the Immigration and Refugee Protection Act, S.C. 2001, c. 27, as amended, (IRPA) as a regulatory body for immigration consultants;
- 2.2.5 "CBSA" means Canada Border Services Agency, and any successor agency;
- 2.2.6 "CIC" means Citizenship and Immigration Canada;
- 2.2.7 "Client" means a person whose interests the ICCRC member undertakes to advance, for a fee or otherwise, regarding a proceeding or application, or potential proceeding or application, under the IRPA;
- 2.2.8 "Conduct Unbecoming an ICCRC member" means conduct in the member's personal or private capacity that tends to bring discredit upon the profession including, but not limited, to:
- (i) committing a criminal act that reflects adversely on the member's integrity, honesty, trustworthiness, or fitness as an ICCRC member;
  - (ii) committing a breach of this Code;
  - (iii) taking improper advantage of a person's youth, age, inexperience, lack of education, lack of sophistication, ill health, or un-businesslike habits;
  - (iv) engaging in conduct involving dishonesty; or
  - (v) failing to abide by a fee dispute resolution resolved by the ICCRC or a court of competent jurisdiction.
- 2.2.9 "Designated Legal Regulatory Body" means a law society of a province or territory or the Chambre des notaires du Québec;
- 2.2.10 "Employee" means a person who is in an employee/employer relationship with an ICCRC member, excluding another ICCRC member;
- 2.2.11 "Firm" means a firm as defined in the Bylaws;
- 2.2.12 "IRPA" means the Immigration and Refugee Protection Act, S.C. 2001, c. 27, as amended, and includes all Regulations made pursuant to it;
- 2.2.13 "ICCRC" means Immigration Consultants of Canada Regulatory Council;
- 2.2.14 "ICCRC member" means a person who is a member of ICCRC;

- 2.2.15 “Minister” means the Minister or Ministers responsible for the administration of IRPA; namely the members of the Queen’s Privy Council designated as such by the Governor-in-Council;
- 2.2.16 “Officer” means any person or class of person designated as Officers by the Minister to carry out any purpose or any provision of IRPA;
- 2.2.17 “Practice” means professional work undertaken by an ICCRC member in connection with any application or proceeding, or potential application or proceeding, under IRPA;
- 2.2.18 “Professional Misconduct” means conduct in the ICCRC member’s practice that tends to discredit the profession including:
- (i) violating or attempting to avoid or violate the Bylaws, Rules, Regulations, Codes or policies of ICCRC, or knowingly assisting or inducing another ICCRC member to do so;
  - (ii) violating or attempting to violate any requirement of IRPA;
  - (iii) knowingly assisting or inducing an Employee or Agent to engage in conduct prohibited by clause 2.2.18(i) or clause 2.2.18(ii);
  - (iv) engaging in conduct that undermines the integrity of Canada’s immigration system;
  - (v) misappropriating or otherwise dealing dishonestly with money or property in connection with a member’s practice;
  - (vi) stating or implying an ability to influence improperly any government agency or official; or
  - (vii) engaging in conduct prejudicial to the administration of justice.
- 2.2.19 “Student” means a student registered with ICCRC.

**ARTICLE 3. ETHICAL PRACTICE**

**3.1      Serve Honourably**

An ICCRC member has a duty to provide immigration services honourably, and to discharge all responsibilities to Clients, government agencies, the Board, colleagues, the public and others affected in the course of the member’s practice with integrity.

**3.2      Privileged Role**

An ICCRC member, as an authorized representative of individuals in the immigration and refugee system, has a privileged role to play in maintaining the integrity of Canada’s immigration system and the administration of justice. Despite any request or demand to the contrary received from any person, an ICCRC member must uphold the rule of law and act at all times honestly and in good faith towards immigration officials, without intent to deceive or undermine the integrity of the system, or assist others to do so.

**ARTICLE 4. PROFESSIONALISM**

**4.1 Maintain Integrity**

An ICCRC member shall act in such a way as to maintain the integrity of the profession of immigration practice.

**4.2 Courtesy and Good Faith**

An ICCRC member shall be courteous and civil, and shall act in good faith, in all professional dealings. An ICCRC member should avoid maligning the reputation of colleagues for personal motives.

**4.3 No Offensive Communications**

An ICCRC member shall not send correspondence or otherwise communicate with the ICCRC, a Client, another ICCRC member, a government official or any other person in a manner that is abusive, offensive or otherwise inconsistent with the proper tone of professional communication from an ICCRC member.

**4.4 Report of Breaches of This Code**

Subject to the duty of Client confidentiality, an ICCRC member should report to the appropriate authority any unprofessional, illegal or unethical conduct by colleagues or others. Wherever possible, the ICCRC member should request an explanation first from this individual to assist in determining whether there is any obligation to report the conduct.

**4.5 No Misconduct or Conduct Unbecoming**

An ICCRC member shall not engage in professional misconduct or conduct unbecoming an ICCRC member.

**4.6 No Breach of Bylaws**

An ICCRC member shall not engage in conduct that is a violation of the Bylaws.

**ARTICLE 5. COMPETENCE**

**5.1 Nature of Competence**

To be competent includes knowing and applying the relevant legal rules, policies and practices appropriate to the matter undertaken on behalf of a Client.

**5.2 Duty of Competence**

An ICCRC member owes duty to be competent to perform any services undertaken for a Client in connection with the member's practice.

**5.3**      Standard of Service

An ICCRC member shall perform any services undertaken on behalf a Client to the standard of a competent ICCRC member.

**5.4**      Not Practice if Not Competent

An ICCRC member shall be alert to recognize any lack of competence for a particular task and the disservice that could be done to the Client by undertaking that task, and shall not undertake a matter without being competent to handle it or being able to become competent without undue delay or expense to the Client.

**5.5**      Obligation if Not Competent

An ICCRC member who discovers a lack competence to complete a retainer, shall either decline to act or obtain the Client's consent to retain, consult or collaborate with another person who is competent and licensed to perform that task.

**5.6**      Maintenance of Skills and Knowledge

An ICCRC member has a responsibility to adapt to changing laws and policies affecting professional practice, as well as requirements and policies of the ICCRC. The member must keep up-to-date on the skills and knowledge needed for competent practice and comply with the requirements and the spirit of the Continuing Education policies of ICCRC.

**ARTICLE 6.      QUALITY OF SERVICE****6.1**      Maintenance of Quality Service

An ICCRC member must conduct all elements of practice in a conscientious, diligent and efficient manner, and provide a quality of service at least equal to that which ICCRC members generally would expect of a competent member in a similar situation. The ICCRC member must at all time use best efforts to:

- 6.1.1 meet all applicable deadlines;
- 6.1.2 conduct Client affairs in an efficient, cost-effective manner;
- 6.1.3 communicate with the Client at all stages of a matter in a timely and effective way;
- 6.1.4 engage the services of an interpreter when necessary;
- 6.1.5 answer reasonable Client requests in a timely and effective manner;
- 6.1.6 apply intellectual capacity, judgment, and deliberation to all functions;
- 6.1.7 pursue appropriate training and development to maintain and enhance knowledge and skills;
- 6.1.8 adapt to changing laws, requirements, standards, techniques and practices; and
- 6.1.9 comply in letter and in spirit with this Code.

**6.2 Professional Responsibility for Agents and Staff**

The ICCRC member is responsible for the acts or omissions of the member's Agents and Employees, and must ensure that all Agents and Employees conduct themselves in accordance with this Code.

**6.3 Supervision of Agents and Staff**

An ICCRC member must assume complete professional responsibility for all work entrusted to the member and adequately supervise Employees and Agents who have been assigned specific tasks.

**6.4 Registration of Agents**

An ICCRC member must register with ICCRC the names of all Agents, and ensure that any registered Agents are de-registered when no longer engaged. Application for registration or de-registration shall be made promptly after it occurs, but in every instance, within thirty (30) days after the event.

**6.5 Prohibited Employees and Agents**

Except with the written permission of ICCRC, an ICCRC member may not employ or retain in any capacity having to do with the member's practice a person whose membership or registration has been removed or suspended by ICCRC or any Designated Legal Regulatory Body as a result of a disciplinary action, or share space or be a partner or associate of such a person.

**6.6 Mandatory Assistance When Required**

An ICCRC member should seek help from colleagues and appropriately qualified professionals for personal problems that adversely affect either professional practice or responsibilities to ICCRC.

**ARTICLE 7. ADVISING CLIENTS**

**7.1 Honesty and Candour Required**

An ICCRC member must be honest and candid when advising Clients.

**7.2 Restricted to Scope of Practice**

An ICCRC member shall not undertake or provide advice with respect to a matter that is outside the member's permissible scope of practice.

**7.3 Avoid Corrupt Associations**

An ICCRC member shall take all reasonable measures to avoid becoming the tool or dupe of an unscrupulous Client, person or persons associated with same.

**7.4 Cheating Prohibited**

An ICCRC member must exercise due care and not knowingly assist in or encourage:

- 7.4.1 any dishonesty, fraud, crime or illegal conduct,
- 7.4.2 the provision of misleading information,
- 7.4.3 the omission of any required relevant information,
- 7.4.4 counselling of a Client on how to violate the law or
- 7.4.5 counselling of a Client on how to avoid punishment, but this shall not preclude the provision of information as to mitigation of possible sentence for breach of IRPA.

**7.5 Response to Illegality**

When an ICCRC member is employed or retained by a person or organization to act in a matter the ICCRC member knows is dishonest, fraudulent, criminal or illegal with respect to that matter, then in addition to any obligations above, the ICCRC member shall:

- 7.5.1 advise the person or organization from whom the ICCRC member takes instructions that the proposed conduct would be dishonest, fraudulent, criminal or illegal, and should be stopped; and
- 7.5.2 if the person or organization, despite the advice, intends to pursue the proposed course of conduct, withdraw from acting in the matter in accordance with Article 14.

**7.6 Translation Services Required**

When advising a Client who does not speak English or French, or another language in which the ICCRC member is fluent, the ICCRC member must make a reasonable effort to engage the services of an interpreter when communicating with the Client.

**7.7 Availability of ICCRC Language Services**

An ICCRC member shall, where the Client speaks French but not English, inform the Client in writing in the French language of the contact information and French services of ICCRC; and reciprocally, where the Client speaks English but not French, an ICCRC member shall inform the Client in writing in the English language of the contact information and English services of ICCRC.

**ARTICLE 8. CONFIDENTIALITY**

**8.1 Maintenance of Confidentiality**

An ICCRC member has a duty to hold in strict confidence at all times all information concerning the personal and business affairs of a Client acquired during the course of practice, and should not disclose such information unless disclosure is expressly or impliedly authorized by the Client, required by law or by a tribunal of competent jurisdiction, or is otherwise permitted by this Code.

**8.2 Confidentiality Survives Retainer**

The duty of confidentiality under Section 8.1 continues indefinitely after the ICCRC member has ceased to act for the Client, whether or not differences have arisen between them. For greater clarity, an ICCRC member, subject to being compelled by law or legal process, shall preserve the Client confidential information even after the termination of the retainer.

**8.3 Protection of Confidential Information**

An ICCRC member shall take all reasonable steps to ensure the privacy and safekeeping of a Client's confidential information. The ICCRC member shall keep the Client's papers and other property out of sight, as well as out of reach, of those not entitled to see them.

**8.4 Disclosure Prohibited**

An ICCRC member shall not disclose the fact of having been consulted or retained by a person unless the nature of the matter requires such disclosure.

**8.5 Application to Employees and Agents**

An ICCRC member should ensure that their Employees and Agents maintain and preserve the Client's confidential information.

**8.6 Exception When Required By Law**

Notwithstanding the above, an ICCRC member may disclose confidential information when required by law or by order of a tribunal of competent jurisdiction.

**8.7 Exception for Defence of Allegations**

In order to defend against allegations, an ICCRC member may disclose confidential information if it is alleged that the ICCRC member or the member's Agents or Employees are:

- 8.7.1 guilty of a criminal offence involving a Client affairs;
- 8.7.2 civilly liable with respect to a matter involving a Clients affairs; or
- 8.7.3 guilty of a breach of this Code.

**8.8 Exception for Collections**

An ICCRC member may disclose confidential information in order to establish or collect professional fees or disbursements.

**8.9 Limits on Exceptions**

An ICCRC member shall not disclose more information than is necessary when disclosing confidential information required or permitted by Sections 8.6, 8.7 or 8.8.

**ARTICLE 9. CONFLICTS OF INTEREST**

9.1 Prohibition Where Conflict

An ICCRC member shall not represent parties with potentially conflicting interests in an immigration matter, unless after adequate disclosure to and with the consent of the parties, and shall not act or continue to act in a matter where there is or is likely to be a conflict of interest.

**ARTICLE 10. PRESERVATION OF CLIENT PROPERTY**

10.1 Safekeeping of Client Property

An ICCRC member owes a duty to the Client to ensure the safekeeping of the Client's property in accordance with the law and with the same care of such property as a careful and prudent owner would when dealing with property of like description.

10.2 Notification of Safekeeping

An ICCRC member shall promptly notify the Client of the receipt of any money or other property of the Client, unless satisfied that the Client is aware that the property has come into the member's custody.

10.3 Segregation of Client Property

An ICCRC member shall clearly label and identify the Client's property and place it in safekeeping, distinguishable from the ICCRC member's own property.

10.4 Safekeeping Records Required

An ICCRC member shall maintain such records as necessary to identify Client property that is in the ICCRC member's custody.

10.5 Accounting for and Return of Client Property

An ICCRC member shall account promptly for any Client property that is in the member's custody and shall, upon request, deliver it to the order of the Client.

**ARTICLE 11. ICCRC MEMBER AS ADVOCATE**

11.1 Twin Responsibilities

When representing the Client before government officials or the Board, the ICCRC member should resolutely, and honourably, within the limits of the law, represent the Client's interests while treating the Board members, the Minister, Officers and other parties with candour, courtesy and respect.

**ARTICLE 12. RETAINER AND FEES**

**12.1 Content of Retainer Generally**

The ICCRC member must provide the Client with a written retainer agreement or engagement letter that:

- 12.1.1 clearly states the matter and scope of services for which the ICCRC member is retained;
- 12.1.2 fully discloses
  - (i) the fees payable, such fees to be fair and reasonable in the circumstances;
  - (ii) the disbursements to be charged;
  - (iii) the payment terms and conditions:
    - a) by the hour or
    - b) flat fee billing with payment by milestones or by predetermined date;
  - (iv) schedule of payments.
- 12.1.3 identifies the nature but not the amount of any other remuneration, such as but not limited to a referral fee, being or to be received by the ICCRC member in connection with the matter;
- 12.1.4 discloses that the ICCRC member is a member of ICCRC; and
- 12.1.5 provides sufficient details as to how to contact ICCRC.

**12.2 Specific Content of Retainer**

The retainer agreement shall provide a written complaint procedure regarding Client fee disputes, the failure to respond to requests for information, and the return of Client's property. The retainer agreement shall provide that any complaint be made in writing to the ICCRC member, and that the member will address the concerns of the Client within a specified time period.

**12.3 Application of Trust Money**

An ICCRC member must not appropriate any money or property of a Client held in trust or otherwise under the ICCRC member's control for or on account of fees or disbursements without the express or implied authority of the Client.

**12.4 Certain Prohibition**

An ICCRC member may not hold Client money for the benefit of a third party except for money to pay the ICCRC member's fees, including Agent's fees, CIC fees and disbursements related thereto. For greater clarity, the prohibition on holding Client monies applies to money the Client needs to qualify for any eligibility program under the IRPA.

**ARTICLE 13. JOINT RETAINERS**

**13.1 Initial Obligation**

Before agreeing to act for more than one Client in a matter, an ICCRC member shall advise the Clients that:

- 13.1.1 no information received in connection with the matter from one Client can be treated as confidential so far as any of the others are concerned; and
- 13.1.2 if a conflict develops that cannot be resolved, the ICCRC member cannot continue to act for both or all of them and may have to withdraw completely.

**13.2 Where Continuing Relationship with One**

If an ICCRC member has a continuing relationship with a Client for whom he or she acts regularly, before agreeing to act for that Client and another Client in a matter or transaction, the ICCRC member shall advise the other Client of the continuing relationship and recommend that the Client obtain independent legal advice about the joint retainer.

**13.3 When Avoid Joint Retainer**

Although all parties concerned may consent, an ICCRC member shall avoid acting for more than one Client if it is likely that an issue contentious between them will arise or their interests, rights, or obligations will diverge as the matter progresses.

**ARTICLE 14. WITHDRAWAL FROM REPRESENTATION**

**14.1 When Withdrawal Required**

Withdrawal is obligatory, and an ICCRC member shall sever the professional relationship with the Client or withdraw as the representative, if:

- 14.1.1 discharged by the Client;
- 14.1.2 instructed by the Client to do something illegal or in contravention of professional obligations or this Code;
- 14.1.3 the ICCRC member's continued involvement will place the ICCRC member in a conflict of interest; or
- 14.1.4 the ICCRC member is not competent to handle the matter.

**14.2 When Withdrawal Optional**

Withdrawal is optional and an ICCRC member may, but is not required to, sever the professional relationship with the Client or withdraw as representative if there has been a serious loss of confidence between the ICCRC member and Client, such as where:

- 14.2.1 the Client has deceived the ICCRC member;
- 14.2.2 the Client has refused to give adequate instructions to the ICCRC member; or

14.2.3 the Client has refused to accept and act upon the ICCRC member's advice on a significant point.

14.3 Withdrawal on Other Basis

In situations not covered by Sections 14.1 and 14.2, an ICCRC member may sever the professional relationship with the Client or withdraw as representative only if the severance or withdrawal:

- 14.3.1 will not be unfair to the Client; and
- 14.3.2 is not done for an improper purpose.

14.4 Withdrawal on Failure to Pay

Where, after reasonable notice, the Client fails to provide funds on account of disbursements or fees, an ICCRC member may withdraw for non-payment of fees or disbursements unless serious prejudice to the Client would result.

14.5 Member Action Required on Withdrawal

When an ICCRC member withdraws, the ICCRC member should try to minimize expense and avoid prejudice to the Client and should do all that can reasonably be done to facilitate the orderly transfer of the matter to a successor. Upon discharge or withdrawal, an ICCRC member should:

- 14.5.1 deliver to or to the order of the Client all papers and property to which the Client is entitled;
- 14.5.2 give the Client all information that may be required in connection with the case or matter;
- 14.5.3 account for all funds of the Client held or previously dealt with, and refund of any funds not earned during the retainer;
- 14.5.4 promptly render an account for outstanding fees and disbursements;
- 14.5.5 co-operate with the successor so as to minimize expense and avoid prejudice to the Client; and
- 14.5.6 notify in writing any government agency, such as Citizenship and Immigration Canada, CBSA or the Board where the ICCRC member's name appears as representative for the Client that the ICCRC member has withdrawn.

14.6 Obligation of Successor Member

Before agreeing to represent a Client, a successor ICCRC member should be satisfied that the former ICCRC member, or other representative authorized by law to represent the Client, has withdrawn, or has been discharged by the Client.

14.7 Where Withdrawal Threat Prohibited

An ICCRC member shall not use the threat of withdrawal as a device to force a hasty decision by the Client on a difficult question.

**ARTICLE 15. OUTSIDE INTERESTS**

**15.1 Other Work Not to Compromise Member's Obligations**

An ICCRC member who engages in another profession, business, occupation or other outside interest, or who holds public office concurrently in addition to practice, shall not allow the outside interest or public office to jeopardize the member's integrity, independence, or competence.

**15.2 Maintenance of Independence**

An ICCRC member shall not allow any involvement in an outside interest or public office to impair the exercise of independent judgment on behalf of a Client.

**ARTICLE 16. ADVERTISING, SOLICITATION AND MAKING SERVICES AVAILABLE**

**16.1 Quality of Service Availability**

An ICCRC member should make professional services available to the public in an efficient and convenient manner that will command respect and instil confidence, and by means that are compatible with the integrity, independence and effectiveness of the profession and the integrity of Canada's immigration program.

**16.2 Quality of Holding-out**

An ICCRC member, or Employees and Agents of members, shall not engage in false or misleading advertising or representations or misrepresent or mislead a Client as to the member's qualifications, services, fees, available programs or benefits or provide false or unrealistic expectations regarding potential results, or processing times. An ICCRC member, or Employees or Agents of members, may not hold themselves out as having special access or influence with respect to the Minister, an Officer, or the Board.

**16.3 Endorsements and Testimonials**

An ICCRC member may use endorsements or testimonials or both in the member's advertising and promotion provided that the nature of the form and content of any such endorsement or testimonial conforms to the policies of ICCRC, unless and until otherwise determined by ICCRC, any such endorsements or testimonials or both shall conform to the following:

- 16.3.1 any such endorsement or testimonial has actually been given by a Client or former Client;
- 16.3.2 any such endorsement or testimonial is true and accurate;
- 16.3.3 the Client or former Client has given to the member written permission for the exact content of any such endorsement or testimonial.

16.4      Good Taste

In all instances, advertising should be in good taste and is not such as to bring the profession, ICCRC or the laws of Canada into disrepute.

16.5      Use of ICCRC Designation and Logo

An ICCRC member shall only use the ICCRC designation and the logo of ICCRC in compliance with ICCRC's policies.

**ARTICLE 17.      DISCRIMINATION AND HARASSMENT**

17.1      No Discrimination

An ICCRC member shall not discriminate against any person in the course of their practice on such grounds as age, gender, sexual orientation, same-sex partnership status, marital status, family status, national or ethnic origin, ancestry, race, colour, religion, creed, citizenship, physical or mental disability, political affiliation, record of offences, or socio-economic status.

17.2      Respect for All

An ICCRC member shall respect the dignity and integrity of all individuals and ensure fair and equitable treatment in all aspects of the provision of immigration services.

17.3      No Denial of Service

An ICCRC member shall ensure that no one is denied services or receives inferior service on the basis of the grounds set out in this Article 17. This does not affect the ICCRC member's right to refuse to accept a Client for legitimate reasons.

17.4      No Harassment

An ICCRC member shall not engage in sexual or other forms of harassment of a colleague, a staff member, a Client or any other person on the ground of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

17.5      Use of Electronic Medium

An ICCRC member shall not engage in electronic harassment by sending unsolicited email messages of an abusive, offensive, intrusive, unprofessional or unwanted nature to another ICCRC member or a member of the public, in particular where the recipient has expressly requested to be removed from the sender's list.

17.6      Employment Practices Included

An ICCRC member's employment practices may not offend this Article 17.

**ARTICLE 18.      ERRORS AND OMISSIONS**

18.1      Errors and Omissions Insurance Required

Every ICCRC member shall maintain the errors and omissions insurance in the minimum amount as prescribed by ICCRC from time to time.

18.2      Required Action upon Discovery of Error or Omission

If the ICCRC member discovers, in connection with a matter for which the ICCRC member was retained, an error or omission that is or may be damaging to the Client and that cannot be rectified readily, the ICCRC member shall:

- 18.2.1 promptly and fully inform the Client of the error or omission, being careful not to prejudice any rights of indemnity that either of them may have under an insurance, Clients' protection or indemnity plan, or otherwise;
- 18.2.2 seek advice from the ICCRC's Practice Management Unit where needed;
- 18.2.3 recommend that the Client obtain legal advice elsewhere concerning any rights the Client may have arising from the error or omission;
- 18.2.4 advise the Client that in the circumstances, the ICCRC member may no longer be able to act for the Client;
- 18.2.5 promptly inform his or her errors and omissions insurance provider; and
- 18.2.6 promptly inform ICCRC that the errors and omissions insurance provider has been informed.

**ARTICLE 19.      DISCIPLINARY AUTHORITY**

19.1      ICCRC Impose Discipline

ICCRC may discipline an ICCRC member for Professional Misconduct or Conduct Unbecoming an ICCRC member.

19.2      Location of Conduct Irrelevant

An ICCRC member is subject to the disciplinary authority of ICCRC regardless of where the conduct occurred that is alleged to be a breach of this Code, or where the person resides.

19.3      Conduct Before Becoming ICCRC Member

An ICCRC member who was a CSIC member immediately before joining ICCRC is subject to the disciplinary authority of ICCRC for conduct which occurred during the period of CSIC membership which constitutes a breach of this Code.

**19.4**      Liability for Costs

An ICCRC member who is subject to discipline may also be required to pay all or a portion of the costs associated with the investigation and discipline hearing.

**ARTICLE 20.      RESPONSIBILITY TO ICCRC AND OTHERS**

**20.1**      Maintenance of Contact Information

An ICCRC member shall immediately notify ICCRC and Clients of any changes in contact information, including but not limited to home and business address, telephone, fax and email address.

**20.2**      Obligation to Respond to ICCRC

An ICCRC member shall reply promptly to any communication from ICCRC.

**20.3**      Restriction on Communicating with Complainant

An ICCRC member shall not communicate with a person who has made a complaint to ICCRC unless the complainant has otherwise requested