

**AGREEMENT FOR CANADA-NOVA SCOTIA COOPERATION  
ON IMMIGRATION**

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## **1.0 Preamble**

- 1.1 The Agreement for Canada-Nova Scotia 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 Nova Scotia, as represented by the Minister Responsible for Immigration (hereinafter referred to as "Nova Scotia").
- 1.2 TAKING INTO ACCOUNT section 95 of the Constitution Act, 1867, whereby immigration is a shared responsibility.
- 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 guarantees certain mobility rights to every person who has the status of a permanent resident of Canada and guarantees every individual equal protection and equal benefit of the law without discrimination.
- 1.5 AND WHEREAS the Canadian Charter of Rights and Freedoms guarantees the equality of status to English and French as the official languages of Canada.
- 1.6 AND WHEREAS subsection 10(2) of the IRPA requires the Minister of Citizenship and Immigration to consult with the provinces 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.
- 1.7 AND WHEREAS subsection 8(1) of the IRPA and subsection 5(1) of the Department of Citizenship and Immigration Act (hereinafter referred to as the "DCIA"), as amended, authorize the Minister of Citizenship and Immigration, with approval of the Governor in Council, to enter into agreements with provinces for the purposes of the IRPA;

- 1.8 AND WHEREAS Section 6 of Chapter 376 of the Revised Statutes of Nova Scotia, the Public Service Act, authorizes the Minister responsible for Immigration, subject to approval of the Governor in Council, to enter into an Agreement with the Government of Canada.
- 1.9 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.
- 1.10 AND WHEREAS Canada recognizes the goals of Nova Scotia with respect to fostering integration and full participation of residents in the society of Nova Scotia.
- 1.11 AND WHEREAS Nova Scotia recognizes the objectives of the IRPA to support and assist the development of minority official language communities in Canada and shares a mutual interest in enhancing the vitality of French linguistic minority communities in Nova Scotia.
- 1.12 AND WHEREAS Canada and Nova Scotia welcome immigrants, recognize their contribution to the demographic, social, humanitarian and economic objectives of the country and the province, and acknowledge the long-term benefits of immigration.
- 1.13 AND WHEREAS Canada's international obligations include its commitments to the protection of refugees, as reflected in subsection 3(2) of the IRPA.
- 1.14 AND WHEREAS Nova Scotia recognizes the importance of family reunification and shared commitment with respect to humanitarian considerations of refugees.
- 1.15 AND WHEREAS Canada and Nova Scotia recognize the benefits of international study in the province.
- 1.16 AND WHEREAS Canada and Nova Scotia share a mutual interest in:
- a) enhancing the role of immigration in addressing demographic, economic and labour market trends in Nova Scotia;
  - b) planning and coordinating their immigration activities, based on cooperation, consultation and information sharing;

- c) the principle that equitable federal funding be available for settlement and integration activities based upon an allocation model developed in consultation with Nova Scotia;
- d) working in partnership with stakeholders, including federal, provincial and municipal governments, educational institutions and non-governmental organizations, ethnic organizations, communities, and employers to facilitate the attainment of immigration objectives;
- e) providing effective services, while avoiding overlap and duplication;
- f) enhancing and facilitating the social, cultural and economic contribution of immigrants;
- g) recognizing the importance of family reunification and a shared commitment with respect to humanitarian considerations of refugees;
- h) enhancing the vitality of minority official language communities in Nova Scotia;
- i) encouraging the development of pilot initiatives to increase regional dispersion of immigrants and recognizing differing regional settlement requirements;
- j) ensuring that immigration and immigration-related programs meet their objectives and serve those for whom they are intended;
- k) recognizing the benefits of citizenship and providing supports for eligible immigrants in acquiring Canadian citizenship.

1.17 BOTH PARTIES agree on the following in order to determine their respective areas of activity relating to immigrants and temporary residents in order to meet the needs of Canada and Nova Scotia:

- a) THAT this Agreement relates to the planning of levels and composition of immigration to Nova Scotia annually, the promotion of immigration and the recruitment of immigrants to the province, the selection and admission of immigrants into Canada and their settlement into Nova Scotia and Canadian society, the sharing of information and cooperative efforts to ensure the integrity of the programs of Canada and Nova Scotia in relation to immigration;
- b) THAT Canada will determine national policy objectives and annual plans for the immigration program. It will be responsible for the selection and admission of immigrants and temporary residents wishing to reside in Nova Scotia. In addition, Canada will discharge these responsibilities utilizing mechanisms that

include but are not limited to defining classes of foreign nationals and classes of persons who are inadmissible into Canada under the IRPA, establishing the conditions for the granting of citizenship, as defined in the Citizenship Act, R.S.C. 1985, c. C-29, as amended, and ensuring the fulfillment of Canada's international obligations with respect to refugees;

- c) THAT Nova Scotia will advise Canada regarding its annual immigration levels plans for provincial nominees; and
- d) THAT Nova Scotia will exercise its responsibilities in the development and implementation of programs, policies and legislation, promotion and recruitment of immigrants, determination of provincial nominees; and facilitating the settlement and integration of immigrants as set out in this Agreement.

## **2.0 Purpose, Objectives and Definitions**

2.1 The purpose of this Agreement is to define the respective roles and responsibilities of Canada and Nova Scotia related to permanent and temporary residents wishing to reside in Nova Scotia.

2.2 The objectives of this Agreement are:

- a) to foster an effective partnership between Canada and Nova Scotia for the promotion, recruitment, selection, admission, settlement and integration of immigrants to the province;
- b) to establish processes for Canada and Nova Scotia to consult and cooperate on the development and implementation of policies, programs, and mechanisms to influence the levels and composition of immigrants to Nova Scotia and to Canada, including those to support and assist the development of minority official language communities in Nova Scotia.
- c) cooperatively, to develop and implement new initiatives and projects that meet regional immigration needs;
- d) to coordinate the roles and responsibilities between Canada and Nova Scotia for the promotion, recruitment, selection, admission, settlement and integration of immigrants and temporary residents to Nova Scotia;
- e) to provide Nova Scotia with the opportunity to address its particular social, demographic, economic development and labour market needs, including responses to skills shortages;
- g) to foster cooperation in information sharing, research and evaluation and in

ensuring the integrity of the programs of Canada and Nova Scotia in respect of immigration;

- h) to consult and co-operate on programs and initiatives to settle and integrate immigrants in Nova Scotia including appropriate, fair, and ongoing funding for settlement services provided in Nova Scotia;
- i) to develop cooperation in achieving humanitarian goals and family reunification;
- j) to collaborate in the development and implementation of strategies to address barriers to qualification recognition and integration of immigrants into the labour market; and
- k) to develop cooperation in facilitating movements of temporary workers and students to Nova Scotia.

### 2.3 For the purposes of this Agreement:

- a) except where otherwise provided in this Agreement, 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 that 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.
- 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) "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 counselling, 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.
- j) "Party" means Canada or Nova Scotia and "Parties" mean Canada and Nova Scotia.

2.4 Along with the general provisions of this Agreement, the following annexes form part of this Agreement:

Annex A – Provincial Nominees

### **3.0 Immigration Programs and Planning**

- 3.1 Canada will establish Canadian immigration policy and develop an annual immigration plan in consultation with the provinces, taking into account Nova Scotia's demographic, social and economic objectives and the particular needs of the Nova Scotia.
- 3.2 Canada will consult in a timely manner with Nova Scotia on Canada's immigration policy and immigration projections and respond to identified issues in shared immigration planning.
- 3.3 Nova Scotia will provide Canada annually with a multi-year provincial nominee plan, to be considered in Canada's immigration projections, and provide comments on Canada's immigration plan with respect to immigration to Nova Scotia.
- 3.4 Nova Scotia will conduct planning based on factors contributing to the social,

economic and demographic growth of the province including, but not limited to, available resources, balanced growth, impact of immigration streams destined to the province, absorptive capacity, and regional development including the development of minority official language communities.

- 3.5 Canada will consult with Nova Scotia on annual refugee targets as they relate to Nova Scotia, and will develop an annual delivery plan for federal immigration targets that may include, on agreement by both parties, specific targets for Nova Scotia by immigration class including provincial nominees.
- 3.6 Nova Scotia will consult with immigration stakeholders on the province's immigration policies, plans and programs.
- 3.7 Canada and Nova Scotia 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 and on the operation of this Agreement.
- 3.8 Nova Scotia will participate in multilateral consultation processes associated with developing or promoting national immigration initiatives or resolving conflicts.
- 3.9 Canada will cooperate with Nova Scotia to provide opportunities to provincial staff for training, including training at Canadian visa offices, taking into account cost and resource restraints and, if required, negotiating cost sharing approaches. It is recognized that employees of the Province of Nova Scotia will be subject to security clearances required to access federal information.
- 3.10 Canada will consult Nova Scotia on the development and implementation of policies that encourage reunification of family from abroad. Nova Scotia will have the opportunity to participate in the development and implementation of those policies and programs that strengthen and enforce sponsorship provisions and obligations.
- 3.11 Nova Scotia will plan to receive a share of refugees to be resettled in the province and, recognizing the need for flexibility in responding to emerging humanitarian needs, Nova Scotia will receive a proportion of refugees who have special needs, are deemed to be vulnerable or are in urgent need of protection. In assigning a share of refugees to the province, Canada will, to the extent possible, take into account, the potential financial and program impact on Nova Scotia resulting from variations in the number of urgent protection, vulnerable and special needs refugees to be resettled in Nova Scotia.

#### **4.0 Promotion and Recruitment**



- 4.1 Canada and Nova Scotia 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 Nova Scotia's intent to pursue an immigration recruitment policy to meet its demographic, social and economic objectives.
- 4.2 Canada and Nova Scotia will, where appropriate and subject to the agreement of the Parties, share responsibilities in public education and information regarding the benefits of immigration to Nova Scotia.
- 4.3 Canada will endeavour to assist Nova Scotia in identifying overseas labour market and demographic information, as available, to assist in niche market recruitment.
- 4.4 Canada and Nova Scotia will share responsibilities to increase effective recruitment and promotional materials available for prospective immigrants overseas, including access to current information on labour markets and international qualifications recognition.
- 4.5 Canada and Nova Scotia 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) Nova Scotia will provide Canada with Nova Scotia's annual provincial nominee levels plan and objectives and Canada will ensure that its visa officers are informed about the plan and objectives;
  - b) Nova Scotia will endeavour to provide Canada with information regarding the province's demographic, educational, labour market and other needs, and Canada will endeavor to provide information to Nova Scotia about optimum recruitment opportunities through Canadian missions abroad in order to meet Nova Scotia's immigration needs;
  - c) Nova Scotia will provide Canada with detailed information regarding the province's needs for Immigrants and Temporary Residents , and Canada will provide this information to its visa offices and make it accessible to qualified prospective Immigrants and Temporary Residents;
  - d) Canada and Nova Scotia will establish mutually acceptable procedures, in accordance with the Canadian Charter of Rights and Freedoms and federal and provincial privacy legislation, for providing available information related to specific applicants for permanent and temporary residence destined to Nova Scotia; and

- e) Canada will make all reasonable efforts proactively to manage the delivery of the immigration program to support the achievement of Nova Scotia's provincial nominee plan pursuant to section 4.6, 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 Nova Scotia received and able to be processed by CIC missions abroad, and current processing times and departmental priorities.
- 4.6 This Agreement does not preclude either party from undertaking promotion and recruitment activities independently.

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

- 5.1 Canada and Nova Scotia will work cooperatively to facilitate the admission of temporary foreign workers and international students to Nova Scotia. In this regard, Canada and Nova Scotia agree to create a Canada-Nova Scotia Working Group on Temporary Foreign Workers.
- 5.2 In addition, Canada and Nova Scotia agree to negotiate an annex to this Agreement dealing with the entry of temporary foreign workers into Nova Scotia, in accordance with paragraph 204 (c) of the IRPR.
- 5.3 The annex shall be negotiated with the intent of providing Nova Scotia with mechanisms to facilitate the entry of temporary foreign workers to meet Nova Scotia'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 legislative requirements, the interests of workers and operational and resource constraints.
- 5.4 Canada and Nova Scotia agree to make best efforts to successfully complete the negotiation of the Annex no later than twelve (12) months from the date this Agreement is signed by both Parties.

## **6.0 Selection and Admissibility**

- 6.1 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 Nova Scotia 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.
- 6.2 Canada will consult with Nova Scotia 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.
- 6.3 Canada will consult Nova Scotia regarding medical inadmissibility cases destined to Nova Scotia in cases where Canada is considering issuance of a temporary resident permit. Nova Scotia can make recommendations on whether medical inadmissibility cases should be permitted to come into Canada, where Canada is considering the issuance of a temporary resident permit destined to Nova Scotia. However, for all applicants who pose a danger to the public health of Canadians, CIC will make the final decision regarding medical inadmissibility.

## **7.0 Resettlement, Settlement and Integration**

- 7.1 Canada and Nova Scotia recognize that full participation of newcomers in Canadian society is essential to the achievement of the economic and social benefits of immigration policy and programs.
- 7.2 Canada and Nova Scotia recognize the appropriate participation of stakeholders concerned with facilitating the settlement and integration of newcomers to Nova Scotia; including municipal governments, education, health and human service sectors, immigrant and refugee serving agencies, religious and ethnic organizations, labour and business groups, as well as individuals.
- 7.3 Canada and Nova Scotia agree to consult on information about the general settlement situation of Immigrants, as well as movements of Temporary Residents, in order to inform policy and program development and research, in accordance with respective federal and provincial privacy laws.
- 7.4 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.
- 7.5 Canada agrees to maintain its leadership role in providing programs to assist with the settlement and integration of Immigrants in Nova Scotia.

- 7.6 Should new arrangements for realignment of settlement and integration services be agreed upon, including administration, delivery and funding, the roles and responsibilities of Canada and Nova Scotia with respect to settlement and integration could be the subject of an Annex to this Agreement, or of a separate agreement.
- 7.7 Canada agrees to provide appropriate, fair, equitable, and predictable and ongoing funding for settlement services delivered in Nova Scotia
- 7.8 Canada will inform Nova Scotia by March 31 of each year of the amount of funding planned to be available nationally for the subsequent three fiscal years, subject to appropriations by Parliament.
- 7.9 Canada will inform Nova Scotia by November 1 of each year of its share of recent immigration for the purposes of calculating Nova Scotia's allocation of federal funds available for settlement services for the next fiscal year.
- 7.10 Canada and Nova Scotia will continue to consult each other and stakeholders concerned, on services and programs available to immigrants and temporary residents.
- 7.11 Canada and Nova Scotia agree to participate in provincial and local mechanisms for co-operation on settling and integrating immigrants.
- 7.12 Canada will work in cooperation with Nova Scotia 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 independent action to address qualifications recognition in Nova Scotia. However, as this is an area of provincial jurisdiction, Canada agrees to consult with Nova Scotia on foreign qualification recognition activities.
- 7.13 Canada and Nova Scotia will work together to promote full participation of immigrants in Nova Scotia and Canadian society, while recognizing Canada's responsibility for determining conditions related to the granting of Canadian citizenship.

## **8.0 Information Sharing and Research**

- 8.1 In the interest of immigration levels planning, policy development, program design and evaluation, program delivery and integrity, research, and efforts to reduce overlap and avoid duplication, Canada and Nova Scotia agree to cooperate by exchanging information and sharing research results, subject to 8.5 and 8.7 below, and which may require developing formal mechanisms, such as a Memorandum of Understanding (MOU) on information sharing.

- 8.2 Canada in consultation with Nova Scotia will investigate the possibility of putting in place a means to provide Nova Scotia with adequate access to current and future case processing systems in support of the administration of the Provincial Nominee Program.
- 8.3 Canada and Nova Scotia agree to encourage immigration research, to consult annually on research priorities and planned research activities, and to cooperate on common research initiatives, as appropriate.
- 8.4 Canada and Nova Scotia agree to inform each other in a timely manner of any immigration-related information sharing and research agreements or formal negotiations with government departments, municipalities and other parties concerned under provincial jurisdiction, such as school boards, professional, occupational and similar licensing bodies, quasi-governmental organizations and provincial Crown corporations, settlement agencies, and immigrant serving agencies.
- 8.5 Canada and Nova Scotia 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 policies relating to protection of privacy, access to information and security of records.
- 8.6 Canada and Nova Scotia will establish mutually acceptable procedures for Canada to provide statistical reports to Nova Scotia on:
- a) individuals destined to Nova Scotia 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
  - e) additional reports as agreed to by both Parties.
- 8.7 All agreements between the parties will provide for the exchange or sharing of information in accordance with:
- a) the Privacy Act 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 (the said supporting guidelines, policies and directives hereinafter referred to as the “Supporting Guidelines”); provided that Nova Scotia is provided with prior written notice of the Supporting Guidelines and of any changes made from time to time to those Supporting Guidelines; or

- b) the Freedom of Information and Protection of Privacy Act of the Province of Nova Scotia and related Regulations, directives and guidelines governing the administrative, technical and physical safeguarding of the Personal Information; whichever shall apply.

## **9.0 Program Integrity**

9.1 Canada and Nova Scotia 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.

9.2 Canada and Nova Scotia 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.

## **10.0 Implementation**

10.1 A Joint Program Management Committee will be established with a general mandate to oversee the implementation of this Agreement, including exchanging information relevant to the activities of this committee, 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.

- 10.2 The Joint Program Management Committee shall meet at least once annually and shall be co-chaired by the Regional Director for the Atlantic Region of Citizenship and Immigration Canada and the Executive Director, Office of Immigration, Government of Nova Scotia; or their designates. Members of this committee shall include, as appropriate, Citizenship and Immigration Regional and National Headquarters officials and, federal departments and provincial ministries responsible for programs and services related to immigration.
- 10.3 The Joint Program Management 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.

### **11.0 Dispute Resolution**

- 11.1 In the case of a dispute or disagreement under this Agreement, Canada and Nova Scotia officials will attempt to resolve the matter.
- 11.2 Procedures for addressing disputed issues will be determined by the Joint Program Management 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.

### **12.0 General**

- 12.1 Canada and Nova Scotia will take all reasonable measures necessary to implement this Agreement.
- 12.2 Canada and Nova Scotia agree to consult each other with reasonable advance notice when either Party is contemplating a policy, program or legislative change that could have a significant impact, fiscal or otherwise, on the other Party and on the operation of this Agreement.
- 12.3 In keeping with the purpose and scope of this Agreement, Canada will be open and transparent concerning its intention to enter into agreements with other provinces respecting immigration and Canada will provide, at Nova Scotia's request, other federal provincial agreements made under subsection 8 (1) of the IRPA and subsection 5(1) of the Department of Citizenship and Immigration Act, and will negotiate amendments to this Agreement, including any annex to this Agreement, taking into consideration the different needs and circumstances of the provinces.
- 12.4 The English and French versions of this Agreement are equally authoritative.

- 12.5 Canada and Nova Scotia will provide advance notice to each other of announcements relating to funding and new initiatives relevant to the Agreement and, where appropriate, explore the possibility of joint communications by the Parties.
- 12.6 The Joint Program Management Committee will from time to time, and not less than every five years, review this Agreement for the purpose of determining whether any amendments pursuant to section 12.7 are desired.
- 12.7 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.
- 12.8 Either Party may terminate this Agreement at any time by providing at least 12 months notice in writing to the other Party. Upon notice of termination, the Joint Program Management Committee will negotiate a transition strategy.
- 12.9 In the event of a conflict, specific arrangements for duration, amendments and termination as detailed in the Annex to this Agreement take precedence over sections 12.7 and 12.8. The termination of the 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 the 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.
- 12.10 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 Nova Scotia must be sent to :  
Deputy Minister  
Nova Scotia Office of Immigration  
PO Box 1535  
Halifax NS B3J 2Y3
- 12.11 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.



12.12 This Agreement will come into force when signed by both parties.

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

FOR THE GOVERNMENT OF CANADA:

\_\_\_\_\_  
Date                      The Honourable Diane Finley  
                                 Minister, Citizenship and Immigration

\_\_\_\_\_  
Date                      Richard B. Fadden (Witness)  
                                 Deputy Minister, Citizenship and Immigration

FOR THE GOVERNMENT OF Nova Scotia:

\_\_\_\_\_  
Date                      The Honourable Carolyn Bolivar-Getson  
                                 Minister of Immigration

\_\_\_\_\_  
Date                      Rosalind Penfound (Witness)  
                                 Deputy Minister of Immigration