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**AGREEMENT FOR CANADA-YUKON
CO-OPERATION ON IMMIGRATION**

Agreement for Canada-Yukon Co-operation on Immigration

- 1.7 AND WHEREAS Canada recognizes the goals of Yukon with respect to fostering integration and full participation of residents in the society of Yukon, as reflected in the Languages Act, S.Y. 1988, c 13, as amended;
- 1.8 AND WHEREAS Yukon recognizes the goals of Canada with respect to official languages;
- 1.9 AND WHEREAS Canada and Yukon wish to conclude an agreement with regard to co-operation on immigration matters including the selection, admission, control and settlement of immigrants and non-immigrants wishing to reside in Yukon;
- 1.10 AND WHEREAS Canada and Yukon wish to conclude an agreement with regard to co-operation on immigration matters to enable Yukon to better manage the impact of immigration in order to maximize economic and social benefits to Yukon society;
- 1.11 AND WHEREAS Canada and Yukon share a mutual interest in:
- a) maximizing the contribution of immigration to the achievement of the social, demographic and economic goals of both Canada and Yukon;
 - b) minimizing costs, increasing program effectiveness and reducing unnecessary overlap and duplication;
 - c) achieving family reunification and humanitarian goals through the immigration program;
 - d) ensuring that immigrants have access to a reasonably comparable range of settlement services across Canada;
 - e) maintaining and protecting the health, safety and good order of Canadian society as they relate to immigration;
 - f) ensuring legislation and regulations are enforced and programs are not abused; and
 - g) making research and analysis available as input to the policy development process.
- 1.12 AND WHEREAS both parties recognize that:
- a) an integrated approach within Canada and abroad will best serve Canada's national interests related to immigration;
 - b) Yukon has particular needs and circumstances and that these can be accommodated insofar as they are not incompatible with national immigration policy and legislation; and
 - c) immigration is a process and all parts of that process (promotion and recruitment, selection, admission, control, settlement) play a role in the potential contribution of immigration to the social, demographic and economic goals of both Canada and Yukon.

Therefore Canada and Yukon agree to the following:

2.0 Definitions

2.1 For the purposes of this Agreement:

- a) except where otherwise provided in this Agreement or in any of the annexes appended thereto, words used in this Agreement which are defined in the Immigration Act or in the Immigration Regulations, have the same meaning as in that Act or those Regulations;
- b) a reference to the Immigration Act or the Immigration Regulations is a reference to the Act or those Regulations as amended from time to time;
- c) "non-immigrants" means visitors (including temporary workers and students), refugee claimants and Minister's Permit holders;

3.0 Purpose and Objectives

3.1 The objectives of this Agreement are:

- a) to foster an effective partnership between Canada and Yukon for the recruitment, selection, admission, control, settlement and integration of immigrants to Yukon;
- b) to establish a process for Canada and Yukon to consult and co-operate on the development and implementation of policies, and on the level and composition of immigrants to Canada and Yukon;
- c) to delineate the responsibilities of Canada and Yukon for the recruitment, selection, admission, control, and settlement and integration of immigrants and non-immigrants to Yukon;
- d) to provide Yukon the opportunity to influence immigration planning, policies, and programs in such a way as to support its particular social, demographic, economic development and labour market priorities, including skill shortages;
- e) to delineate the responsibilities of Canada and Yukon for the settlement and integration of immigrants to Yukon, including appropriate, fair, and ongoing compensation for settlement services provided by Yukon;
- f) to foster co-operation in sharing information and research related to immigration matters; and
- g) to collaborate on deterring family class sponsorship default and enforcing sponsorship obligations.

- 3.2 Along with the General Provisions, the following annexes form part of this Agreement:
- a) Annex A - Provincial Nominees
 - b) Annex B - Memorandum of Understanding on
the Exchange of Information
- 3.3 Canada and Yukon agree to negotiate, in good faith and in a timely fashion, additional annexes to this Agreement which reflect the broad objectives of the Agreement and are related to:
- a) the realignment of responsibilities for immigrant settlement services
 - b) other subjects as mutually agreed upon.
- 4.0 Policy Development and Levels Planning**
- 4.1 Canada shall establish general immigration policies, taking into consideration Yukon's demographic, social and economic objectives and needs, as mutually agreed upon.
- 4.2 Pursuant to its responsibility under subsection 7(1) of the Immigration Act, Canada shall annually table national immigration and refugee plans, taking into consideration Yukon's demographic, social and economic objectives, and the special needs of the territory, as identified through consultation mechanisms described in Section 9 of this Agreement.
- 5.0 Promotion and Recruitment**
- 5.1 Canada and Yukon shall co-operate, where practicable, on planning and implementing promotion and recruitment activities abroad, recognizing Canada's responsibility for co-ordinating such activities nationally.
- 5.2 This Agreement does not preclude either Party from undertaking promotion and recruitment activities independently.
- 6.0 Selection, Admission and Control**
- 6.1 Canada shall determine national standards and objectives relating to immigration.
- 6.2 Canada shall define the general classes of immigrants and classes of persons who are inadmissible into Canada; determine Convention refugee status; and determine the admission requirements for visitors including foreign students and temporary workers.

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- 6.3 Canada shall be responsible for the selection, admission, control and compliance of all immigrants to Canada, except as otherwise set out in this Agreement and its annexes.
- 6.4 Yukon shall have the opportunity to influence selection and control policies, taking into consideration the specific goals of the Yukon, the need to maintain national standards and resource constraints of Citizenship and Immigration Canada. This may include proposals for selection criteria for skilled workers and business immigrants, and proposals for lawful conditions related to the control of entrepreneurs, as may be established in annexes to this Agreement.
- 6.5 In accordance with its international obligations, Canada shall determine who is a refugee within the meaning of the United Nations Convention Relating to the Status of Refugees, and who are persons in similar circumstances in need of Canada's protection.
- 6.6 Yukon shall plan for the settlement and integration of a number of persons seeking admission to Canada as Convention refugees seeking resettlement and persons seeking admission to Canada as members of Canada's Humanitarian Designated Classes Regulations, as estimated in the annual levels planning exercise. While this number is not expected to exceed Yukon's percentage share of total immigration, the need for flexibility in responding to emerging humanitarian needs will be recognized.
- 6.7 Canada has the authority to decide whether persons who are determined to be medically inadmissible should be permitted to come into Canada.
- 6.8 Canada shall consult Yukon on medically inadmissible cases destined to Yukon which are under consideration for admission for humanitarian and compassionate reasons. Yukon shall have the authority to make recommendations on whether medically inadmissible cases destined to Yukon should be permitted to come into Canada, and in doing so will endeavour to balance humanitarian and other considerations.
- 6.9 With written notice, Yukon may waive the right to be consulted for specified groups of medically inadmissible cases.
- 7.0 Program Integrity**
- 7.1 Recognizing that it is in their mutual interest and benefit, Canada and Yukon shall work together to ensure that their respective programs, as they relate to immigrants and non-immigrants, serve only those for whom they are intended while respecting the interests of Canadian society.
- 7.2 Canada and Yukon shall co-operate, to the extent possible, with respect to ensuring the integrity of their respective programs including, but not limited to, such immigration control and enforcement matters as: sharing information; conducting research and establishing mutual reporting

arrangements; investigating matters of program abuse; enlisting the co-operation of other agencies in addressing issues of criminality and public safety; co-ordinating and streamlining the treatment of enforcement cases involving both jurisdictions; and sharing services and facilities, such as for the purposes of detention.

7.3 The commitment to co-operate pursuant to section 7.2 of this Agreement shall not be interpreted by either Party to impose legal, financial or other obligations beyond whatever specific arrangements and conditions are already in operation or are mutually agreed upon.

7.4 In view of the potential for family class sponsorship default to have an impact on territorial services, Canada and Yukon undertake to co-operate in developing and implementing mechanisms for deterring family class sponsorship default and facilitating the enforcement of sponsorship obligations. Annex B outlines measures to be undertaken in this regard.

8.0 Information Sharing and Research

8.1 In the interest of immigration policy development, program design, evaluation, program delivery and enforcement, reducing unnecessary overlap and duplication, and accurately quantifying settlement, integration and refugee costs, Canada and Yukon agree to co-operate by exchanging data and conducting research.

9.0 Consultation

9.1 Canada and Yukon agree that meaningful consultation is necessary to help both parties address their needs and objectives related to immigration, and will agree to establish a joint coordinating committee to oversee and implement this agreement, and to meet at least annually to discuss matters related to this agreement.

9.2 The consultation process should encourage the exchange of ideas and information, permit sufficient time for studying proposals, and provide a forum to reach consensus.

9.3 Canada and Yukon agree to consult each other when either Party is contemplating a policy, program or legislative change which could have a significant impact, fiscal or otherwise, on the other Party or on the operation of this Agreement.

9.4 Yukon agrees to participate in multilateral consultation processes associated with developing or promoting national immigration initiatives or resolving conflicts.

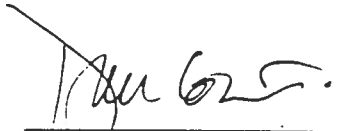
- 10.0 **General / Implementation**
- 10.1 Canada and Yukon shall take all reasonable measures which are necessary to implement this Agreement.
- 10.2 Annexes contained in this Agreement and those agreed upon following the signing of this Agreement form part of this Agreement.
- 10.3 For the purposes of Annex B, the Yukon Department of Health and Social Services in consultation with the Yukon Department of Education is responsible for the matters outlined in this Annex.
- 10.4 Subject to section 10.5, provisions for duration, amending, renewing and terminating this Agreement are as follows:
- a) The general provisions of this Agreement shall be valid for five years.
 - b) Unless otherwise provided for within a specific annex, each annex to the Agreement shall be valid for five years from the date of its signature and incorporation into the Agreement. For clarification, Annex A is intended to be indefinite.
 - c) The Agreement shall be subject to review by the parties one year prior to its expiry.
 - d) The Agreement may be amended by the mutual written consent of the parties.
 - e) The parties may agree, in writing, to renew the Agreement in its entirety or parts thereof.
 - f) Either Party may terminate the general provisions of this Agreement upon providing the other Party with at least six months notice.
 - g) Unless otherwise provided for within a specific annex, each annex may be terminated by either Party with six months notice.
- 10.5 Specific arrangements for amendments and termination as detailed in the annexes to this Agreement take precedence over section 10.4.
- 10.6 The termination of one or more of the annexes to the Agreement does not affect the continuation of the general provisions of this Agreement. Similarly, the termination of the general provisions of this Agreement does not affect the continuation of annexes to the Agreement. The annexes to this agreement and all of the provisions of this agreement necessary to give effect to the annexes will survive any expiration or sooner termination of this Agreement.

- 10.7 In keeping with the purpose and objectives of this Agreement, Canada will be open and transparent concerning its intention to enter into agreements with other provinces and Canada will provide, at Yukon's request, other federal provincial agreements made under section 108 of the Immigration Act, and will negotiate amendments to this Agreement, taking into consideration the different needs and circumstances of the provinces and territories. For any new Canada-wide social initiatives, arrangements made with one province/territory will be made available to all provinces/territories in a manner consistent with their diverse circumstances.
- 10.8 The English and French language versions of this Agreement are equally authoritative.

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


THE GOVERNMENT OF CANADA



Witness


Nov 23, 2001

Date



The Honourable Elinor Caplan
Minister, Citizenship and Immigration

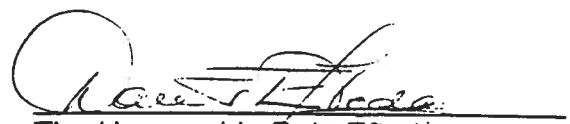
THE GOVERNMENT OF YUKON



Witness

Apr 2, 2001

Date



The Honourable Dale Eftoda
Minister Responsible for Education

