

**Citizenship and Immigration Canada**

**2015**

**Application Package**

**Integration - Foreign Credentials Referral Office**

**Foreign Educational Credential Assessment by Professional Bodies for  
Immigration Purposes**

CSP Identifier (I-FCRO-CSP 003)

March 23, 2015

**Please note:** There is no closing date for proposals

Director General, Integration-Foreign Credentials Referral Office  
Citizenship and Immigration Canada  
300 Slater Street,  
Ottawa ON  
K1A 1L1

ATT: "Call for Service Proposals: Foreign Educational Credential Assessment by Professional Bodies for Immigration Purposes".

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## **Call for Service Proposals:**

### **Foreign Educational Credential Assessment for Immigration Purposes**

#### **PART I – INTRODUCTION**

##### **Purpose**

1. The purpose of this Call for Service Proposals (CSP) is to invite assessment organizations to apply for designation to provide Educational Credential Assessments (ECA) to persons intending to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it.
2. Such assessments will be performed by organizations or institutions that have entered into a Service Agreement with the Minister of Citizenship and Immigration (referred to herein as the “Minister”), after being selected through this Call for Service Proposals process and have been designated by the Minister, as further described in this CSP. Persons seeking to apply for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it will, prior to submitting an application for immigration, engage such an assessment organization designated by the Minister to perform such assessments, and must pay a service charge(s) to the assessment organization directly for the service to be provided. The assessment organization will recover costs of providing the service described in this CSP by these service charges. The assessments performed will be utilised by Citizenship and Immigration Canada (CIC) for the purpose of its decision making process.
3. CIC is inviting proposal applications from professional bodies with experience and capacity to authenticate foreign educational credentials and assess their equivalence to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized.
4. CIC will not pay or subsidize the credential assessment organization or assume liability for its costs incurred, profit or loss. No monies will be paid by CIC for any part of the service performed or for any activities undertaken by the professional body whether those activities were undertaken before or after entry into a Service Agreement, including any activities undertaken in the preparation of a proposal.

5. The CSP is comprised of:

- Part I: Introduction
- Part II: Preparation of Proposals
- Part III: Screening and Evaluation
- Part IV: Submission of Proposals
- Part V: Resulting Service Agreement

Appendix 1: Stage 1 Eligibility Process Criteria

Appendix 2: Proposal Application Components for the Stage 2 Evaluation Process

- Annex 2A: Applicant Profile
- Annex 2B: Eligibility Process Criteria
- Annex 2C: Certifications
- Annex 2D: Application Checklist

Appendix 3: Statement of Work

- Annex 3A: Components of the Educational Credential Assessment Report
- Annex 3B: Data Collection and Reporting

Appendix 4: Service Agreement

6. As a result of the CSP process, the Minister may enter into a Service Agreement with one or more assessment organizations. This CSP does not obligate the Minister, CIC or the Government of Canada in any way, or to take any action, nor to enter into a Service Agreement with one or more assessment organizations. The Minister reserves the right to initiate future CSPs to expand the number of designated assessment organizations.

## **Definition of terms**

7. “Assessment Organization” shall mean:  
Professional bodies with the experience and capacity to assess and authenticate foreign educational credentials from a broad range of countries and assess their equivalency to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized. The professional body and its assessments must be recognized by the provincial or territorial regulatory authorities governing the practice of the specific occupation in at least seven provinces or territories.
8. “Service” shall mean all activities described in Appendix 3, the Statement of Work; Appendix 4, the Service Agreement; and any subsequent service level agreement entered into by the Minister and the Assessment Organization. CIC reserves the right to request the Assessment Organization to enter into a service level agreement to support the delivery of the Service on terms to be agreed upon by the Minister and the Assessment Organization.

9. “Client” shall mean any persons intending to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it.
10. “Foreign Educational Credential” shall mean a foreign diploma, certificate or credential of a program of study or training by an institution that is recognized by the authorities responsible for registering, accrediting, supervising and regulating such an institution in the country of issuance.

### **Implementation**

11. Following proposal evaluation and selection of the successful Assessment Organization(s) a Service Agreement will be entered into by the Minister and such Assessment Organization(s). It is expected that the work required to implement the service will begin immediately. The Assessment Organization(s)’ credential assessment services must be available to Clients and to CIC by time of designation; however, credential assessment services may not be provided under the Service Agreement until the Assessment Organization(s) has been designated by the Minister. Should the Assessment Organization not be designated by the Minister, the Service Agreement will be terminated in accordance with the terms of the Service Agreement.

### **Proposed Duration of Service Agreement**

12. The Service Agreement between an Assessment Organization and CIC will have a term of two-years. The Service Agreement will grant CIC the irrevocable option to extend the term by two periods of up to two years each, under the same terms and conditions.

### **Termination**

13. The Minister may revoke a designation if the Assessment Organization no longer meets the designation requirements, and terminate the Service Agreement in accordance with terms specified in the Service Agreement.

### **Eligible Applicants**

14. An Assessment Organization (as defined in paragraph 7) is eligible to apply for this CSP.
15. For the purpose of this CSP, any Assessment Organization submitting a proposal to CIC as part of this CSP process shall herein be referred to as the “Applicant.”

## PART II – PREPARATION OF PROPOSALS

### Enquiries

16. CIC will respond to enquiries related to the content of this CSP to assist Assessment Organizations in understanding the requirements. All enquiries or issues concerning this CSP shall be submitted in writing in English or French by email correspondence to CIC at [credentials@cic.gc.ca](mailto:credentials@cic.gc.ca).
17. To ensure consistency and quality of information provided to any prospective Applicants, CIC will post queries and replies on the website [www.cic.gc.ca/english/department/partner/csp-003.asp](http://www.cic.gc.ca/english/department/partner/csp-003.asp) without revealing the sources of said enquiries.
18. All enquiries and other communications with CIC officials throughout the solicitation period should be directed to the official named in Part IV below and communicated only by way of email correspondence.

### Form and Content of Proposal

19. At the front end of their proposal, Applicants are asked to demonstrate how they meet the Stage 1 Eligibility Process Criteria set out in Appendix 1. Applicants must then clearly and concisely respond to each of the Proposal Submission Components for Evaluation set out in Appendix 2 and corresponding Annex 2A (Applicant Profile), Annex 2B (Selection Criteria), as well as provide supporting documentation where required. Annex 2C (Certifications) must be completed and signed; and Annex 2D (Application Checklist) must also be completed and included in the proposal application. Proposals should be organized in the same order and reference the same paragraph numbers as this CSP. Additional subsections may be used as appropriate. Where, upon review by CIC, it is evident that one or more mandatory components of a proposal have not been included in the proposal submitted, CIC will notify the Applicant that their application was not complete and will not receive further review. The Applicant may re-submit their application with any previously missing components at any point under this CSP process.
20. The Applicant is responsible to submit a complete proposal application that is consistent with all CSP proposal preparation instructions.
21. The Applicant should provide a signed cover letter with the proposal that includes the following elements:
  - Reference to the Title;
  - The Applicant's signature indicates acceptance of the terms and conditions set out herein;
  - The signatory must be a duly authorized officer or representative of the Assessment Organization for the purposes of the submitted proposal; and
  - A contact name, a civic address, phone number and an email address where all information or questions can be forwarded during the course of the evaluation process. If

any of this contact information is missing, the Applicant will be requested to provide it within a specified number of days.

22. Proposals must be submitted in English or French.
23. Service Charge Proposal - All service charges will be incorporated in the Service Agreement and will not be increased or modified without prior notification to CIC including a justification explaining the increased costs of delivering the Service that lead to the need to increase the charges. All changes to service charges must be incorporated in the Service Agreement by way of formal written amendment signed by both Parties.

### **Certifications**

24. The Certifications set out in Annex 2C of Appendix 2, are to be completed, signed and included in the proposal application. If the Applicant fails to provide the signed certifications upon submission, the Applicant will be requested to provide the Certifications within a specified number of days and, if not received by that deadline, the proposal will not be considered.
25. Compliance with the Certifications that the Applicant has provided CIC is subject to discretionary verification during the proposal evaluation and at any time after entry into a Service Agreement with CIC. Failure to comply with a request of CIC for additional information will render the proposal non-responsive. In the event that it is determined that any certification made by the Applicant is untrue, whether made knowingly or unknowingly, any proposal will be considered non-responsive and any agreement entered into may be determined to be in default and CIC shall be entitled, pursuant to the provisions of the Service Agreement, to terminate for default.

## **PART III – ELIGIBILITY AND EVALUATION**

### **Proposal Service Standards**

26. CIC has established service standards in regard to this CSP process:

Acknowledgement of receipt of all proposal applications -

- CIC will send a letter to the Applicant confirming receipt and completeness of the proposal application no later than five (5) business days after CIC's receipt of the application.

Recommendation for selection decision -

- It is CIC's goal to send a written letter to the Applicant indicating the results of the evaluation of its proposal application within 40 business days of CIC confirming the receipt and completeness of the Applicant's proposal.

### **Proposal Review, Eligibility Process and Evaluation Process**

27. Proposals will be reviewed upon receipt by CIC to determine their completeness. Where, upon review by CIC, it is evident that one or more mandatory components of a proposal have not been included in the proposal submitted, CIC will notify the Applicant that their application was not complete and will not receive further review. The Applicant may re-submit their application with any previously missing components at any point under this CSP process.

28. Complete proposals from Applicants will undergo a Stage 1 Eligibility Process by a CIC Committee (See Appendix 1: Stage 1 Eligibility Process Criteria). The purpose of the eligibility process is to determine whether organizations meet the definition of Assessment Organization and have the capacity to become service provider, prior to a more in-depth Stage 2 Evaluation. Applicants that fail to meet the Stage 1 Eligibility Process Criteria will not be given further consideration.

29. Proposals that pass the Stage 1 Eligibility Process will undergo a Stage 2 Evaluation Process by an Evaluation Committee, comprised of officials from CIC and other federal departments with subject-matter knowledge and expertise related to educational credential assessment (ECA).

30. The purpose of the Evaluation Process is to identify any and all eligible Applicants that have demonstrated their ability to meet all of CIC's mandatory requirements as specified in Appendix 2, Proposal Submission Components for Evaluation. All elements of Appendix 2 that are mandatory requirements are identified specifically with the words "must" or "mandatory". A successful Applicant must demonstrate to the Committee's satisfaction that it meets all the mandatory requirements of Appendix 2. Failure to demonstrate that one or more requirements have been met will result in the proposal being considered non-responsive and being disqualified.

31. The findings of the Evaluation Committee will be used to select Assessment Organizations for entry into the Service Agreement and will be used by the Minister to select organizations for designation. The Evaluation Committee will provide to the Minister the names of Assessment Organizations that have demonstrated they meet the mandatory requirements of the CSP.
32. A letter will be sent to each Applicant indicating the results of the evaluation of its proposal. It is expected that Service Agreements will be entered into shortly after conclusion of the evaluation of proposals, and it is expected that the designation by the Minister will occur following the entry into a Service Agreement.

Note:

CIC's requirements, including any evaluation requirements could be amended following the launch of this CSP. Should this occur, CIC will immediately inform assessment organizations at [www.cic.gc.ca/english/department/partner/csp-003.asp](http://www.cic.gc.ca/english/department/partner/csp-003.asp) and provide necessary direction to enable the completion of proposals in a fair and transparent manner.

## PART IV – SUBMISSION OF PROPOSALS

### Proposal Submission

33. CIC will accept proposal applications delivered in person, by regular or registered mail, or by courier. Proposals must be sent to the following address:

Director General, Integration-Foreign Credentials Referral Office  
Citizenship and Immigration Canada  
300 Slater Street  
Ottawa, Ontario  
Canada K1A 1L1

34. The Applicant is responsible for and must ensure that their proposal and any amendments to proposals are signed and complete prior to submission. . The title: **“Call for Service Proposals: Foreign Educational Credential Assessment by Professional Bodies for Immigration Purposes”** should be clearly marked on any packages.
35. One paper copy of the proposal is to be submitted, including all supporting documentation. Do not bind materials in such a way that does not allow easy copying and distribution for the evaluation process. Electronic transmission of the proposal by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore will not be accepted. Consequently, proposals submitted by facsimile or other electronic means will be declared non-responsive and shall be given no consideration.
36. Proposals submitted in response to this CSP will not be returned.
37. Proposals submitted and any related documentation will be treated with sensitivity and not shared beyond the Eligibility/Evaluation Committees and supporting staff.

### Proposal Closing Date

38. CIC reserves the right to close this CSP at any time. In such an event, a notice will be placed on the CIC website [www.cic.gc.ca/english/department/partner/csp-003.asp](http://www.cic.gc.ca/english/department/partner/csp-003.asp) at least 20 business days prior to the effective closing date.

### Validity of Proposal

39. Any proposal must remain open for acceptance for a period of not less than 120 calendar days after receipt by CIC.

### Legal Capacity

40. The Applicant must have the legal capacity to contract. If the Applicant is a sole proprietorship, a partnership or a corporate body, the Applicant must provide, if requested by CIC, a statement and any requested supporting documentation indicating the laws under

which it is registered or incorporated together with the registered or corporate name and place of business.

## **Rights of CIC**

41. CIC reserves the right:

- To submit queries, at its discretion, in order to seek clarification or verify any or all information provided by the Applicant with respect to this CSP;
- To require a response from the Applicant to any requests for information within forty-eight (48) hours of receipt of said request;
- To reject any or all proposals received in response to this CSP that are non-responsive;
- To enter into negotiations with one or more Applicants on any or all aspects of a proposal or proposals;
- To accept any proposal in whole or in part without prior negotiation;
- To close this CSP at any time;
- To cancel this CSP at any time;
- To cancel and re-issue this CSP at any time;
- To enter into one or more Service Agreements as a result of this CSP;
- To retain all proposals submitted in response to this CSP;
- Not to accept any deviations from the terms and conditions stated herein;
- To incorporate all, or any portion of the Statement of Work, CSP and the successful proposal in any resulting Service Agreement; and
- Not to enter into any Service Agreement as a result of this CSP.

## **Ineligibility to Enter into a Service Agreement with CIC**

42. CIC may reject a proposal where the Applicant, including its officers, agents and employees, has been convicted of an offence under the following provisions of the *Criminal Code of Canada* , or of the *Financial Administration Act*, or convicted outside Canada of an offence that is the equivalent to the following:

### *Criminal Code of Canada*

Section 121, Frauds upon the Government; or Contractor subscribing to election fund;

Section 124, Selling or Purchasing Office;

Section 380, Fraud committed against Her Majesty; and

Section 418, Selling Defective Stores to Her Majesty.

(Subsection 750(3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

### *Financial Administration Act*

Paragraph 80(1)(d), False entry, certificate or return;

Subsection 80(2), Fraud against Her Majesty;

Section 154.01, Fraud against Her Majesty.

43. CIC may also reject a proposal where the Applicant, including its officers, agents and employees, has engaged in any activity that would be considered corruption or collusion, bribe, gift, benefit or other inducement in the proposal process.
44. Where CIC intends to reject a proposal pursuant to the above, CIC will so inform the Applicant and provide the latter three (3) business days within which to make representations, prior to making a final decision on the proposal rejection.

## **PART V – RESULTING SERVICE AGREEMENT**

### **Proposed Agreement**

45. The Applicant agrees to perform the Service in accordance with Appendix 3, the Statement of Work. The terms and conditions set out in Appendix 4, the Service Agreement, apply to and form part of any agreement resulting from this Call for Service Proposals. Any successful Applicant must enter into a Service Agreement with Canada, as set forth in Appendix 4, however credential assessment services shall not be provided unless and until the Minister has designated the Assessment Organization under the *Immigration and Refugee Protection Act* (IRPA) to provide credential assessment.

## **APPENDIX 1: STAGE 1 ELIGIBILITY PROCESS CRITERIA**

1. Applicants must demonstrate that they meet the following eligibility criteria:
  - Assessment and authentication service covers a broad range of countries.
  - Assessments produced by the professional body determine the equivalency of foreign educational credentials to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized.
  - The professional body and its assessments are recognized by the provincial or territorial regulatory authorities governing the practice of the specific occupation in at least seven provinces or territories.
2. Please include evidence of how you meet the eligibility criteria in a separate document with the heading Stage 1: Eligibility Process Criteria.
3. Your document should include the following items to support how you meet each eligibility criterion. If similar information is needed for other parts of the proposal, the info should be reiterated in those sections.
  - a. Assessment and authentication service covers a broad range of countries.
    - Five (5) sample ECA reports reflecting a range of countries and, if applicable, list of outcomes required to practice in the regulated occupation for which the professional body is recognized.
    - List of countries for which assessments can be done.
  - b. The assessments determine the equivalency of foreign educational credentials to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized.
    - List of all possible assessment outcomes that could appear on an ECA report associated with the requirement to practice the profession for which the body is recognized.
    - Five (5) sample ECA reports (required to satisfy eligibility criteria a) will also be used to assess whether the applicant meets this criterion.
    - Confirmation of ability to provide an assessment report to clients, as outlined in the Statement of Work, that assesses:
      - i. the equivalency of a Foreign Educational Credential to a Canadian educational credential, and state whether the foreign credential is equivalent to a completed Canadian educational credential required

- to practice in the regulated occupation for which the professional body is recognized; and
    - ii. the authenticity of Foreign Educational Credential documentation.
  - c. The professional body and its assessments are recognized by the provincial or territorial regulatory authorities governing the practice of the specific occupation in at least seven provinces or territories:
    - Written confirmation (e.g. attestation, written decision, correspondence, letter from registrar) demonstrating that at least seven provinces or territories governed by provincial or territorial regulatory authorities recognize the professional body and its assessments.

## **APPENDIX 2: PROPOSAL SUBMISSION COMPONENTS FOR THE STAGE 2 EVALUATION PROCESS**

1. The Applicant must clearly and concisely respond to all Proposal Submission Components for Evaluation set out in Annex 2A (Applicant Profile), Annex 2B (Selection Criteria), as well as provide supporting documentation where required. Annex 2C (Certifications) must be completed and signed. Annex 2D (Application Checklist) must also be completed and included in the proposal application.
2. The Applicant is requested to follow the numbering format in Annex 2A (Applicant Profile) and Annex 2B (Selection Criteria) and follow the same order in their proposal application to facilitate evaluation.
3. All requirements in Appendix 2 that refer to work to be delivered are to be read as included in and part of Appendix 3, Statement of Work.

## ANNEX 2A: APPLICANT PROFILE

The Applicant must provide the following information and/or documentation:

- Type of organization (e.g. non-profit and non-government);
- Organization's mandate;
- Length of time in existence;
- Organization's annual volume of applications for an assessment of a Foreign Educational Credential's equivalency to a Canadian educational credential. Indicate number of such requests received and completed for previous three calendar years;
- Most recent audited financial statement to show revenue sources and financial viability (preferred);

Or

A Balance Sheet/Statement of Financial Position and an Income Statement/Statement of Comprehensive Income (with comparative figures) signed by the Organization's Chief Financial Officer or equivalent and by the Organization's Chief Executive Officer;

- Most recent annual report or other formal report that describes activities conducted by the organization to fulfill its mandate; and
- Organization chart and governance structure.

## ANNEX 2B: SELECTION CRITERIA

<u>Selection Criteria</u>	<u>Requirements to Demonstrate</u>
<p><b>Criterion #1: Expertise in conducting equivalency assessments</b></p> <p>The Applicant must have demonstrated expertise in assessing Foreign Educational Credentials to determine their equivalency to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized.</p> <p><b>Supporting documentation required:</b></p> <p><input type="checkbox"/> <u>Five (5) sample reports</u> or an equivalent statement of assessment outcomes provided to clients, that the Applicant produced in the last 12 months reflecting a range of countries, submitted credentials and assessment outcomes (including two reports that demonstrate a discrepancy between the foreign credential's face value and its value when compared to a Canadian educational credential).</p> <p><input type="checkbox"/> <u>A sample job description</u> for a senior credential assessor within the organization (e.g., competency profile or other document that describes the duties and requirements of the position) that supports the Applicant's expertise.</p>	<p>a) The Applicant must confirm and describe the tools and methodology used that demonstrates its expertise to assess Foreign Educational Credentials to determine their equivalency to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized. The Applicant must demonstrate it uses pan-Canadian education standards to assess the equivalency of Foreign Educational Credentials.</p> <p>b) The Applicant must describe what steps it takes to provide an assessment when the methods described under a) are not sufficient to determine a Foreign Educational Credential's equivalency to a Canadian educational credential.</p> <p>c) The Applicant is requested to describe, if applicable, how it continues to develop and maintain its expertise in assessing Foreign Educational Credentials.</p> <p>d) The Applicant must provide information on hiring requirements (education, training and/or experience) for credential assessors within the organization, as well as on-going training and supervision of current assessors that supports its continuing expertise.</p> <p>e) The Applicant must describe its internal practices that ensure quality control and consistency of credential assessments within the organization.</p> <p>f) The Applicant must confirm that clients can have access online to all the organization's assessment services.</p>
<u>Selection Criteria</u>	<u>Requirements to Demonstrate</u>
<p><b>Criterion #2: Expertise in authenticating credential documents</b></p> <p>The Applicant must have demonstrated expertise in</p>	<p>a) The Applicant must indicate the type(s) of credential documentation (e.g., official, original or copies) it requires from the client.</p>

<p>assessing whether credential documents are authentic, and issued by a recognized, competent institution in the country of issuance.</p>	<p>b) If the client cannot provide the specified document requirements, the Applicant must describe the circumstances under which other types of documentation are accepted by the Applicant.</p> <p>c) The Applicant must confirm and describe its methodology for authenticating Foreign Educational Credential documentation:</p> <ul style="list-style-type: none"><li>• The methodology and/or tools used to ensure that all foreign credentials assessed were earned at a recognized educational institution in a recognized program; and</li><li>• Identify whether the organization source verifies credentials, noting the practices for authenticating credentials from countries with higher risk of fraud or corruption.</li></ul> <p>d) If and when fraud is detected, the Applicant must describe its internal policies (e.g., notifying the client and other assessment organizations, consequences to the client).</p>
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<u>Selection Criteria</u>	<u>Requirements to Demonstrate</u>
<p><b>Criterion #3: Ability to meet CIC operational requirements</b></p> <p>a) The Applicant must have confirmed and demonstrated that it has the ability and commitment to collaborate with CIC to meet operational needs.</p>	<p><u>Conversion Table</u></p> <p>a) The Applicant must confirm that it will provide CIC with a list of possible assessment outcomes for foreign educational credentials, including where equivalency to a completed Canadian educational credential has not been established, and as compared to the educational credentials contained under the education factor in the Foreign Skilled Worker Program (FSWP) regulations when there is a finding of equivalency to a completed Canadian educational credential.</p> <p><u>The Assessment Report</u></p> <p>b) The Applicant must confirm it has the ability to provide an assessment report as described in Appendix 3, Statement of Work, Annex 3A – Educational Credential Assessment Report.</p> <p>c) The Applicant must confirm that it will embed at least one security feature in the assessment report and describe the security feature(s).</p> <p><u>Secure Communications</u></p> <p>The Applicant must have a plan to establish a database with information specific to those clients who have requested a credential assessment for immigration purposes that is logically segregated for this Service from all other information and records of the Organization and not shared with or accessible by other business lines .</p> <p>d) This database must be operational by the time of designation and must provide online secure access for CIC to verify clients’ assessment reports and credential documentation both within and outside of Canada.</p> <p><u>Data Collection and Sharing</u></p> <p>e) The Applicant must describe the types of data/reports currently collected and produced in regards to processing, timelines and assessment outcomes.</p> <p>f) The Applicant is requested to list any limitations, if any, it may foresee in sharing aggregate de-personalised data and statistical information with CIC.</p> <p>g) The Applicant must confirm it has the ability to provide a status report containing aggregate data twice yearly to CIC, as described in Appendix 3, Statement of Work, Annex 3B – Data Collection and Reporting.</p>

<b><u>Selection Criteria</u></b>	<b><u>Requirements to Demonstrate</u></b>
<p><b>Criterion #4: Recognition by End Users</b></p> <p>The Applicant must confirm that its assessments are recognized by at least seven provincial or territorial regulatory authorities as a requirement to practice that occupation.</p>	<p>a) Indicate which provincial and territorial regulatory authorities recognize the professional body's Foreign Educational Credential assessment process as a requirement to practice that occupation.</p>

<u>Selection Criteria</u>	<u>Requirements to Demonstrate</u>
<p data-bbox="240 283 634 315"><b>Criterion #5: Customer Service</b></p> <p data-bbox="110 352 691 415">The Applicant must demonstrate that its practices reflect a commitment to customer service.</p> <p data-bbox="110 453 573 485"><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"> <li data-bbox="110 520 675 646">❑ <u>Current service charge structure</u> of your organization outlining all costs to the client, including fees for assessing more than one credential.</li> <li data-bbox="110 684 724 884">❑ <u>A service charge proposal</u> for clients requiring a Foreign Educational Credential assessment for immigration purposes, that demonstrates one service charge for each credential assessment performed and includes access to the organization’s secure online database by CIC.</li> <li data-bbox="110 921 691 953">❑ Privacy and/or access to information policies.</li> </ul>	<p data-bbox="784 283 1243 315"><u>Processing Times and Service Charges</u></p> <ul style="list-style-type: none"> <li data-bbox="833 352 1466 653">a) Based on the most recent 12-month period, the Applicant must provide the average time (in working days) it takes the organization to provide an assessment report to a client after receipt of all necessary documentation. The Applicant must confirm it will inform clients of actual processing times, via the organization’s website, as well as inform the client directly of any unanticipated delays in processing.</li> <li data-bbox="833 690 1487 991">b) In addition to submitting the current service charge structure, the Applicant is requested to advise if it presently offers priority or expedited services to clients. If so, under what conditions is priority given and does the client pay an extra service charge? If not, is the Applicant willing to introduce priority processing? The Applicant should develop and submit a service charge proposal for this service if willing to provide it.</li> <li data-bbox="833 1029 1479 1155">c) The applicant must agree to negotiate with CIC to establish standard processing times for educational credential assessment that are operational by the time of designation</li> </ul>

<u>Selection Criteria</u>	<u>Requirements to Demonstrate</u>
<p><b>Criterion #5: Customer Service, continued</b></p>	<p><u>Privacy and Access</u></p> <p>d) The Applicant must describe in detail its protocols and relevant administrative, physical and technological measures and solutions in order to satisfy the requirements of the Service Agreement and the Statement of Work, including the referenced Canadian privacy laws, regarding:</p> <ul style="list-style-type: none"> <li>• Protection of privacy and preservation of integrity of client personal information and records;</li> <li>• Collection, use and access to client personal information;</li> <li>• Sharing of documents/disclosure of client personal information with other organizations;</li> <li>• Storage of all client personal information and credentials submitted and assessment reports for later retrieval by CIC (CIC will require that documents are retained electronically in a format that can be retrieved for a minimum period of ten years);</li> <li>• Correction of client personal information;</li> <li>• Return of documents to the clients;</li> <li>• Disposal/destruction of any records in any form containing client personal information;</li> <li>• Format and content of any notices to and consents to be signed by clients; and</li> <li>• A statement of whether the Organization meets the parameter, as in Appendix 3, Statement of Work, Article 14.2, that the information is to be managed from within Canada and all databases containing information and physical (paper) records are located in Canada. Should an organization’s infrastructure not meet this parameter, the Applicant must provide a statement to this effect in its proposal.</li> </ul> <p><u>Official Languages</u></p> <p>e) The Applicant must demonstrate it will provide the Service in Canada’s both official languages.</p> <p><u>Appeals Process</u></p> <p>f) The Applicant must confirm and describe its appeal or review process, and any charges if any, associated with such an appeal, available for clients to challenge credential assessment outcomes provided by the Applicant.</p>

## ANNEX 2C: CERTIFICATION

The following certification requirements apply to this Call for Service Proposals (CSP). The Applicant must complete, sign and include the certification below in their proposal application.

### Certification of Understanding

The Applicant certifies that all parts of this CSP have been reviewed in detail and are completely understood in order to make the proposal submission. Under no circumstances will the Statement of Work, requirements, or task description be subject to revised interpretation or amended following establishment of the Service Agreement except where CIC authorizes in writing.

The Applicant further certifies that all statements made with regard to the qualifications and experience of the organization and the senior assessors and managers responsible for supervising and verifying the authentication and assessment of foreign educational credentials are accurate and factual, and that the Applicant is aware that CIC reserves the right to verify any information provided in this regard.

Should verification by CIC disclose untrue statements, CIC shall have the right to treat any proposal submission as non-responsive or any Service Agreement resulting from this proposal submission as being in default and to terminate it accordingly.

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Signature of Applicant

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Date

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Name (Printed)

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Title (Authorized Representative or Officer)

## ANNEX 2D: APPLICATION CHECKLIST

The Applicant must complete and include the following with their proposal.

Citizenship and Immigration Canada (CIC) officials will review each proposal application for completeness using the following checklist:

- Cover letter signed by the person in authority to bind the Applicant (original).
- Response to Appendix 1: Stage1 Eligibility Process Criteria
- Responses to Annex 2A (Applicant Profile), and Annex 2B (Selection Criteria) of Appendix 2.
- Signed copy of Annex 2C – Certification of Appendix 2.
- Hard copies of the required supporting documents:
  - Most recent audited financial statement to show revenue sources and financial viability (preferred) or
  - A Balance Sheet/Statement of Financial Position and an Income Statement/Statement of Comprehensive Income (with comparative figures) signed by the Organization’s Chief Financial Officer or equivalent and by the Organization’s Chief Executive Officer;
- Most recent annual report or other formal report that describes activities conducted by the organization to fulfill its mandate;
- Organization chart and governance structure;
- Five (5) sample reports or an equivalent statement of assessment outcomes provided to clients that the Applicant produced in the last 12 months reflecting a range of countries, submitted credentials and assessment outcomes;
- A sample job description for a senior credential assessor within the organization;
- Examples of Canadian end-users that have formal or informal arrangements or agreements with the organization;
- Current service charge structure of your organization outlining all costs to the client, including fees for assessing more than one credential;
- A service charge proposal for clients requiring a Foreign Educational Credential assessment for immigration purposes; and
- Privacy and/or access to information policies.

### **APPENDIX 3 - STATEMENT OF WORK FOR PROFESSIONAL BODIES**

1. The assessment organization (“Organization”) is authorized as indicated in paragraph 1 of the Service Agreement to provide services to persons (“Clients”) seeking to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an educational credential assessment (“ECA”) can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it. These services would be provided to support Canadian immigration programs or in the fulfillment of Canadian immigration requirements for an assessment of a Client’s foreign educational credentials’ authenticity and equivalency to a completed Canadian educational credential. Such services shall not be provided unless and until the Minister has designated the Organization under IRPA to provide the assessment service.
2. The assessment organization will undertake the services as described in this Statement of Work which will entail an assessment of the authenticity of a Client’s foreign educational credential; an assessment of the Client’s foreign educational credential’s equivalence to a completed Canadian educational credential; and the provision of an ECA report to the Client.
3. In addition, professional credential assessments provided by a professional body will determine whether the Client’s educational credential is equivalent to a completed Canadian educational credential required to practice that regulated occupation in the provinces or territories where the professional body is recognized
4. Citizenship and Immigration Canada (CIC) does not acknowledge a distinction between the concepts of “equivalency” and “comparability”, as they are used to describe the outcomes of an educational credential assessment. CIC considers these terms synonymous and will use “equivalency” when referring to an assessment outcome.
5. “Service” shall mean all activities described in the Service Agreement, this Statement of Work, and any subsequent service level agreement that may be agreed upon by the Parties.
6. “Assessment Organization” shall mean a professional body with the experience and capacity to authenticate foreign educational credentials from a broad range of countries and assess them to determine their equivalency to a completed Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized. The professional body and its assessments also must be recognized by the provincial or territorial regulatory authorities governing the practice of the specific occupation in at least seven provinces or territories.
7. “Foreign Educational Credential” shall mean a foreign diploma, certificate or credential issued on completion of a program of study or training by an institution that is recognized by the authorities responsible for registering, accrediting, supervising and regulating such an institution in the country of issuance.
8. Total annual application volumes for Canadian immigration program streams fluctuate from year to year. Similarly, the rate at which Clients will take up this Service with an

Organization is unknown and the distribution of Clients among Organizations is unknown. CIC cannot guarantee, provide any assurance of, or information regarding the future volume of ECA applications to the Organization.

9. Following proposal evaluation and selection of the successful Organization(s) a Service Agreement will be entered into by such Organization(s) and the Minister. It is expected that the work required to implement the Service will begin immediately. The Organization(s) credential assessment services must be available for use by Clients and CIC by time of designation however, credential assessment services may not be provided under the Service Agreement until the Organization(s) has also been designated by the Minister.
10. The Organization shall provide the Service in English and French.
11. The Statement of Work is comprised of this document and its Annex 3A, Educational Credential Assessment Report, and its Annex 3B, Data Collection and Reporting. The Service must be performed in accordance with all the parameters and requirements described in the Service Agreement (including Appendices), this Statement of Work (including Annexes), and any service level agreement that may be agreed upon by the Parties. The Organization shall perform the following Service (11.1 and 11.2).

*11.1. Mandatory Services for CIC*

- a. Provide ECA services for Clients intending to apply for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it.

For Assessment Organizations:

- i. assess the equivalency of foreign educational credentials to a Canadian educational credential required to practice in the regulated occupation for which the professional body is recognized, and state explicitly whether the foreign credential is equivalent to a completed educational credential in Canada, as described in Annex 3A of Appendix 3;
- ii. assess the authenticity of Foreign Educational Credential documentation; for post-secondary credentials obtained in the People's Republic of China, the Organization must require and verify the credential authenticity report issued by the *China Academic Degrees and Graduate Education Development Center (CDGDC)*. In the event that CDGDC is unable to verify a type of credential, the Organization must require and verify the credential authenticity report issued by the *China Higher Education Student Information and Career Center (CHESICC)*.
- iii. for post-secondary educational credentials from China, the Assessment Report issued by the Organization must specifically state that verification was done using a

CDGDC report or a CHESICC report where CDGDC is unable to verify a credential.

- b. Have protocols in place to provide an assessment when usual methods described are not sufficient to determine a foreign educational credential's equivalency to a completed Canadian educational credential.
- c. Provide ECA services that are accessible online to all Clients. In circumstances where conditions in a source country limit or make impossible the provision of credential assessment services to Clients, and such disruption will attempt to provide service through alternative means, and notify Canada as soon as it is aware of circumstances that make service provision impossible.
- d. The Applicant must provide CIC with a list of possible assessment outcomes for foreign educational credentials, including where equivalency to a completed Canadian educational credential has not been established, and as compared to the educational credentials contained under the education factor in subsection 78(1) of the *Immigration and Refugee Protection Regulations* (2002) when there is a finding of equivalency to a completed Canadian educational credential.
- e. Provide an Assessment Report to the Client that contains the components (format, content and security features) as described in Annex 3A of Appendix 3.
- f. Have a database operational by time of designation with secure online access that will be used by CIC to verify Clients' assessment reports and credential documentation.
  - i. Provide electronic storage of the Client's Assessment Report and all credential documentation submitted to the Organization for a period of ten years (five years beyond the set validity period of the Assessment Report). Should the Organization require a longer retention period for other/value added services offered to clients they should describe those periods and the legal basis for the same.
  - ii. CIC will only access the Organization's database when the Client has submitted an application for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it. . In accessing the Organization's database CIC will not have the authority to modify or alter in any way the documents of credentials or Assessment Report.
  - iii. The database must be accessible to CIC from within and outside of Canada.
- g. Provide a twice yearly Status Report to CIC that includes no personal information rather only aggregate data as described in Annex 3B, Data Collection and Reporting of Appendix 3. The Organization must track Clients that request assessments for the

purpose of applying for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it. CIC may also request aggregate data at other times on an ad hoc basis and informal basis.

## 11.2 Mandatory Client Services

- a. Inform Clients of actual processing times, via the Organization's website, as well as inform the Client directly of any unanticipated delays in processing.
  - b. Inform Clients of collection, use, disclosure, retention, storage and protection practices and obtain Client consent where required or recommended for these practices.
  - c. Make available to Clients an appeal mechanism upon request and inform the Client of the appeal procedures and applicable deadlines. This appeal possibility is to be made clear to the applicant, and its importance highlighted.
12. The mandatory services (11.1 and 11.2) do not preclude the Organization from offering and providing additional services to the Client.
13. The Organization shall meet the following requirements, service parameters and standards in the performance of the Service:
- a. Supply all the necessary material and equipment for the Service, including what is necessary to comply with the Secure Verification specifications, as described in Annex 3B of Appendix 3.
  - b. Establish hiring practices that ensure a sufficient number of qualified personnel; provide effective and efficient supervision to ensure the quality of credential assessment; and provide ongoing training to ensure personnel develops and maintains expertise in credential assessment.
  - c. Negotiate with CIC to establish standard processing times for educational credential assessment that are operational by the time of designation.
14. The Organization must have in place protocols and relevant administrative, physical and technological measures and solutions in order to satisfy the requirements of the Service Agreement and the Statement of Work identified in relation to privacy and data management and protection laws, policies, standards regarding:
- a. Protection of privacy and preservation of integrity of Client personal information and records.
  - b. Collection, use and access to Client personal information.

- c. Sharing of documents/disclosure of Client personal information with other organizations.
- d. Storage of all Client personal information and credentials submitted and assessment report for later retrieval by Clients or end-users.
- e. Correction of Client personal information.
- f. Return of documents to the Clients.
- g. Disposal/destruction of any records in any form containing Client personal information.
- h. Format and content of any notices to and consents to be signed by Clients.
- i. Maintenance of a file management system to permit easy access to information while ensuring the protection and preservation of Client personal information. File management procedures must ensure the safety, integrity and security of Client files, including the integrity of electronic files and all original documentation contained in those files
- j. Have in place a policy protecting the confidentiality, integrity and privacy of Client files.

14.1 Where the Organization collects personal information from a Client to perform the Service, the Organization must only collect personal information that is required to perform the Service. The personal information to be collected by the Organization is limited to that described in the Statement of Work.

14.2 CIC would prefer that the Organization ensure that information is managed, accessible from within Canada and that all databases containing information and physical (paper) records are located in Canada. Should an Organization's infrastructure not meet this parameter, the Organization must provide a statement to this effect in the proposal. CIC reserves the right to request a description of the Organization's information management structure and practices where they differ from this parameter. The information and databases must be logically segregated for this Service from all other information and records of the Organization and not shared with or accessible by other business lines.

15. Amendment of this Statement of Work - During the course of the Service Agreement, parties of the Agreement may, by written consent, proceed to make modifications to this Statement of Work as described in the Service Agreement.

## ANNEX 3A: EDUCATIONAL CREDENTIAL ASSESSMENT REPORT

### Format/Security Features

The Assessment Report requested by persons “Clients” for the purpose of applying for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it, must be presented on official letterhead, affixed with the Organization’s seal or any other identifying feature, and signed by an authority of the Organization.

The Organization must embed at least one security feature in the Assessment Report and inform Citizenship and Immigration Canada (CIC) of each security feature, as well as inform CIC of any changes to such features.

### Content

The Assessment Report must include the following information:

1. Identifying information about the Organization and Client -
  - a. Name of the Organization and contact information (e.g. official letterhead)
  - b. Date of Report
  - c. Reference/File Number – including the identifier “IMM” at the end of the Reference/File Number
  - d. Name of Client
  - e. Client’s date of birth
2. Information on document authentication -
  - a. Type of documents being used for authentication (official, original or photocopy)
  - b. Statement providing the results of an assessment of the authenticity of the Foreign Educational Credential documentation under review (must also state if the Organization was not able to complete the document authentication).
  - c. For credentials obtained in the People’s Republic of China, a statement by the Organization that the credential authenticity report issued by the *China Academic Degrees and Graduate Education Development Center (CDGDC)* has been verified. In the event that CDGDC is unable to verify a type of credential, a statement by the Organization that the credential authenticity report issued by the *China Higher Education Student Information and Career Center (CHESICC)* has been verified.
  - d. Where the Organization determines that the document is not authentic, the Assessment Report will state that finding and does not need to include information under 3) below.
3. Information about the foreign educational credential being assessed -
  - a. The name of the institution, recognized by the competent authority of the country, that issued the credential

- b. Country of educational institution that issued the credential
  - c. The name of the credential and area of specialization/focus of study, if applicable
  - d. Year credential was received
  - e. The length of the program
4. Credential assessment outcome statement -
- a. For CIC's purpose the Organization must indicate:
    - i. whether the Foreign Educational Credential is equivalent to a Canadian educational credential that is required to practice the regulated occupation in the provinces or territories where the professional body is recognized (stating the name of the Canadian credential; length of the program; specialization if applicable; provinces/territories where recognized); and,
    - ii. the type of educational credential assessment (ECA) outcomes as they align with the education factors in subsection 78(1) of the *Immigration and Refugee Protection Regulations*.
  - b. Where equivalency is not established, the organization must include the following statement in their report: "The credential assessed is not equivalent to a completed Canadian credential required to practice in the regulated occupation for which the professional body is recognized." The additional assessment outcomes that differ from the above statement 4 a) may be included in the Assessment Report at the discretion of the Organization. For example, the Organization could state an equivalency to a number of years of study in a Canadian education program. If the "non equivalent" assessment outcome is included, the organization must include the following wording: "No equivalency to a completed Canadian credential required to practice in the regulated occupation for which the professional body is recognized has been established. This information is added by way of information only."

## **ANNEX 3B: DATA COLLECTION AND REPORTING**

### **Status Report**

Twice yearly, Citizenship and Immigration Canada (CIC) will collect statistical and aggregate data from the Organization for the purpose of monitoring the implementation of foreign educational credential assessment for persons intending to apply for a program or class under IRPA for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it. No Client personal information will be included. Such information may also serve as a basis upon which to renew the Service Agreement. CIC requires the following data information:

- a) Number of applications by program or class from persons “Clients” for the purpose of applying for Canadian immigration under IRPA for which an ECA can be considered under or is required by IRPA, including Ministerial instructions and regulations made under it;
- b) Average time to complete an Assessment Report for Clients once a complete application is received by the Organization;
- c) Assessment outcomes by source country and by Foreign Educational Credential;
- d) Number of appeals by the Client and appeal decision; and
- e) Number of incidences of fraud, patterns of fraud, etc.

A Status Report will be filed with CIC in hard copy, unless otherwise agreed between the parties involved, shortly after the six month anniversary date of commencement of service described herein. Additional data information may be requested by CIC on an informal basis.

### **Detection of Fraudulent Activity**

The Organization must have internal policies in place that address the submission of documents that are suspected to be fraudulent or falsified. In cases where Client documents submitted to the Organization are deemed to be fraudulent after an Assessment Report has been issued to the Client, the Organization must inform CIC, as well as enact any other internal policies.

## **APPENDIX 4: SERVICE AGREEMENT FOR PROFESSIONAL BODIES**

Between Her Majesty the Queen in Right of Canada (referenced in the Agreement as “Canada”) represented by the Minister of Citizenship and Immigration (referenced in the Agreement as “Minister”)

And

[Organization] (referenced in the Agreement as “ Organization”)

(Canada and the Organization shall hereinafter be referred individually as “Party” and collectively as “Parties”)

### **1. Purpose**

The purpose of this Agreement is to authorize the Organization to provide services to persons (“Clients”) intending to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an Educational Credential Assessment (ECA) can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it. Such services shall not be provided unless and until the Minister has designated the Organization under IRPA to provide the assessment service.

**Canada and the Organization agree as follows:**

### **2. Service Agreement**

2.1 The following documents and any written amendments relating thereto form the Agreement (referenced herein as the “Agreement”) between Canada and the Organization:

- these Articles of Agreement;
- the document attached hereto as Appendix A entitled “Statement of Work”, referenced herein as the “Statement of Work” inclusive of its Annexes as follows: Annex 3A entitled “Educational Credential Assessment Report”, and Annex 3B entitled “Data Collection and Reporting.”;
- the document attached hereto as Appendix B entitled “Certification”; and,
- Canada reserves the right to request the Organization to enter into a service level agreement to support the delivery of the Service on terms to be agreed upon by the Minister and the Organization, both Parties acting reasonably.

2.2 “Service” shall mean all activities described in the Statement of Work, this Agreement, in any service level agreement entered by the Parties and in any amendments that may be agreed upon by the Parties to these documents.

### **3. Canada**

- 3.1 Canada authorizes the Organization to be one of the organizations to provide educational credential assessments to Clients intending to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it.
- 3.2 Canada will permit the Organization to publicize itself as one of Canada's organizations to assess foreign educational credentials for the particular profession for immigration purposes.
- 3.3 Canada will provide references on its website and in public documents to relevant office addresses, telephone numbers and websites of the Organization.
- 3.4 Canada will indicate that the Organization provides the services necessary to obtain an educational credential assessment as required by persons intending to apply for a program or class under the *Immigration and Refugee Protection Act* S.C. 2001, c. 27 (IRPA) for which an ECA can be considered under, or is required by IRPA, including Ministerial instructions and regulations made under it.
- 3.5 Canada will not pay or subsidize the Organization or assume liability for its profit or loss. No monies will be paid by Canada for any part of the Service performed or for any activities undertaken by the Organization whether those activities were undertaken before or after entry into this Agreement. Even if the organization is designated, Canada cannot guarantee any business or volumes.

### **4. Organization**

- 4.1 The Organization will provide the Service in accordance with the terms and conditions of this Agreement and all Appendices including all requirements found in the Statement of Work and in any service level agreement for the Service that may be agreed upon by the Parties.
- 4.2 The Organization shall negotiate with Canada to establish standard processing times for educational credential assessment that are operational by the time of designation.
- 4.3 The Organization will provide the Service for Clients from within Canada and from all countries outside of Canada.
- 4.4 The Organization will offer Services in English and French.
- 4.5 The Organization shall not provide substantive or evaluative advice to Clients in relation to any requirements of an application for immigration to Canada or offer to consult, advocate or represent Clients with respect to any application for immigration made or to be made.

4.6 The Organization will recover its costs through service charges to each Client. These charges will be collected directly from the Client.

4.7 The Organization acknowledges that:

- a) it has the necessary expertise and is competent to perform the Service;
- b) it has or will obtain by the time of designation everything necessary to perform the Service of this Agreement, including the resources, facilities, labour, technology, equipment, and materials;
- c) it has the necessary qualifications, including knowledge, skill, and experience, and the ability to use them effectively to perform the Service; and
- d) to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Service, and that Canada will have no obligation to pay royalties of any kind to anyone in connection to the Service.

4.8 The Organization declares that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Government of the Countries of Service or Canada, local, state national, or to a member of the family of such a person, with a view to facilitating the entry into the Agreement or the performance of the Service.

4.9 In circumstances where conditions in source country limit or make impossible the provision of credential assessment services to Clients, and such disruption affects the Organization's ability to provide service, the Organization will attempt to provide service through alternative means, and notify Canada as soon as it is aware of circumstances that make service provision impossible.

## **5. Compliance with Applicable Laws**

5.1 The Organization must comply with all laws applicable to the performance of the Agreement. The Organization must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

## **6. Required Permits, Licences, Approvals, Certifications**

6.1 The Organization must obtain, maintain and comply with for the duration of this Agreement, at its own expense, all permits, licenses, regulatory approvals and certificates required for the Service. If requested by Canada, the Organization must immediately provide a copy of any required permit, license, regulatory approval or certification and related documents or information to Canada. The Certification referred to in Appendix 2C is to be provided at the time of proposal submission. The Organization will comply with the certification provided

in its proposal at all times and is subject to verification by Canada during the term of this Agreement.

- 6.2 Should the Organization not comply with any permit, licence, regulatory approvals or certificates or it is determined that any certification is untrue, whether made knowingly or unknowingly, this Agreement may be determined to be in default and Canada shall be entitled to immediate termination.

## **7. Privacy, Security and Protection of Information**

- 7.1 For greater certainty, the performance of the Service includes the management of information, which includes the collection, use, disclosure, capture, transfer, retention, storage, segregation, destruction and any other manipulation of information, data, documents or records in electronic or any other form; and, the performance of the Service includes the implementation, operation, maintenance and management of any system, hardware, software, property, technology, equipment, or device used in connection with the Information.

### **Laws**

- 7.2 a) Principles of Canadian privacy law including the *Privacy Act*, R.S. 1985, c. P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including, Schedule 1 *Model Code for the Protection of Personal Information* and any requirements, standards or guidelines contained in applicable policy, directives, or protocols of the Government of Canada, or elsewhere in this Agreement must be respected by the Organization in its performance of the Service under this Agreement.
- b) The Organization acknowledges that its obligations under the Agreement are in addition to any obligations it may have under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Organization believes that any obligations in the Organization prevent it from meeting its obligations under any of these laws, or under the laws of other jurisdictions that may be applicable to the performance of the Service, the Organization must immediately notify Canada of the specific provision of the Service Agreement and the specific obligation under the law with which the Organization believes derogates from, prevents compliance with or conflicts with the Service Agreement.

### **Collection**

- 7.3 Where the Organization collects personal information from a Client to perform the Service, the Organization must only collect personal information that is required to perform the Service. The personal information to be collected by the Organization for this Service is limited to that described in the Statement of Work.

7.4 The documents containing personal information to be collected directly from the Client are described in the Annex 3A: Educational Credentials Assessment Report in the Statement of Work. No other documents containing Client personal information should be collected for this Service.

7.5 The Organization must collect the personal information directly from the Client to whom it relates and the Organization must inform that Client (at or before the time when it collects the personal information) of the following:

- a) the personal information is not being collected on behalf of Canada but that personal information and documents will be provided to Canada as further described herein;
- b) the ways the personal information will be used;
- c) that disclosure will be made only where written consent has been provided in advance by the Client, or if required or permissible by law without such consent;
- d) if there is a legal requirement to disclose the personal information, the basis of that legal requirement;
- e) the consequences, if any, of refusing to provide the information;
- f) that the individual has a right to access and correct his or her own personal information;
- g) that the personal information once disclosed to Canada will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the Client with information about which government institution controls that personal information bank;
- h) that personal information should be collected directly from the Client; and
- i) that written consent to any indirect collection permitted must be obtained.

## Use

- 7.6 a) Personal information of Clients will be treated as confidential at all times and may only be used or be accessed by the Organization for the purposes and for activities required to provide the Service as further described in this Agreement and the Statement of Work. Access to personal information shall be restricted on a need to know basis through appropriate employee and end user access controls.
- b) The Organization shall not use any personal identifiers (e.g., passport number or unique Client ID number) to link multiple databases containing personal information.

## **Disclosure**

7.7 Personal information of Clients may only be disclosed by the Organization if:

- a) It is required to provide the Service;
- b) It has been requested by the Client for another purpose and the Client has provided their written consent in advance; and
- c) It is required or permissible by law. Wherever legally possible, before disclosing personal information pursuant to legal requirement, the Organization must immediately notify Canada and the Client.

## **Security and Safeguarding Measures and Solutions**

7.8 The Organization must implement administrative, physical and technical security and safeguarding measures and solutions to preserve the confidentiality, security and integrity of premises, personal information and systems. These measures and solutions must satisfy all requirements described in the Agreement and the Statement of Work including compliance with principles of privacy laws referred to herein and any applicable Government of Canada standards, guidelines, protocols and policies. These measures and solutions must also comply with industry standards and or industry best practice, whichever offers greater protection. Canada reserves the right to authorize the measures and solutions proposed or request implementation of reasonable measures and solutions from time to time. Such changes will be implemented within ten (10) business days or within a mutually agreed upon timeframe.

## **Location and Segregation**

7.9 Canada would prefer that the Organization ensure that information is managed and accessible from within Canada and that all databases containing information and physical (paper) records are located in Canada. Should an Organization's infrastructure not meet this parameter, the Organization must provide a statement to this effect in the proposal. Canada reserves the right to request a description of the Organization's information management structure and practices where they differ from this parameter. The information and databases must be logically segregated for this Service from all other information and records of the Organization and not shared with or accessible by other business lines. Subject to Article 7.6b) and 7.7b) the information cannot be shared with or accessible by other business lines.

## **Access**

7.10 Physical access control of Client personal information must be restricted to ensure that only authorised individuals with appropriate authority and need for information have access to the Client personal information. This must be enforced at all times by the Organization. Authorised individuals are limited to employees or contractors of the Organization,

employees of Canada, or employees of regulatory bodies where those regulatory bodies have oversight responsibility over the Organization, and other third parties such as educational institutions upon the request and on the written consent of the Client. Access to Client personal information shall be restricted through appropriate employee and end user access controls.

### **Subcontracts**

7.11 The Organization may not subcontract (including to a parent, affiliate or subsidiary) any function that involves providing a subcontractor with access, electronic or otherwise, to any Client personal information unless Canada first consents in writing, as further described in Article 21 of this Service Agreement.

### **Training**

7.12 The Organization shall provide training to anyone to whom the Organization will provide access to Client personal information or systems regarding the obligation to keep personal information confidential and use it only to perform the Service. The Organization must provide this training before giving an individual access to any personal information and the Organization must keep a record of the training and make it available to Canada if requested.

### **Requests for Access to Information**

7.13 Should Canada be required to respond to an access to information request under Canadian laws, the Organization shall, upon request, search its records and produce the record/personal information to Canada.

### **Currency of Information**

7.14 The Organization must take reasonable steps to ensure that the personal information is as accurate, complete, and up to date as possible.

### **Unauthorised Use/Data Breach**

- 7.15 a) Where the Organization has reasonable grounds to believe that there has been: unauthorised access, use or disclosure of personal information; an incident that may jeopardise the security or integrity of personal information; or a breach of this Agreement, it shall immediately notify Canada. In the event of such an occurrence, the Organization shall immediately take all reasonable steps to resolve the problem and prevent its recurrence. Canada may direct the Organization to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Agreement relating to suspension or termination for default.
- b) Where Canada has reasonable grounds to believe that there has been authorized access, use or disclosure of personal information contained in the Organization's database; an accident that may jeopardize the security or integrity of the personal information contained

in the Organization's databases; or a breach of this Agreement that has an impact on the integrity of the Organization's system, it shall immediately notify the Organization. In the event of such an occurrence, Canada shall take all reasonable steps to resolve the problem and prevent its recurrence.

### **Inspection & Audit**

7.16 In addition to any powers of inspection or audit described elsewhere in this Agreement, Canada may require the Organization to demonstrate its compliance with the Privacy, Security and Protection of Information requirements, outlined in Article 7, of this Agreement at any time.

### **Disposal and Return of Records**

7.17 Client personal information shall be deleted from all records, electronic or otherwise, or such records shall be disposed of not later than 10 years (five years beyond the set validity period of the Assessment Report) following provision of the Service. In addition, records shall be deleted or disposed of in the event that Canada reasonably requests, the Agreement term has expired, or the Agreement is terminated, as directed by Canada. Should the Organization require a longer retention period for other/value added services offered to clients they should describe those periods and the legal basis for the same.

### **Default**

7.18 Should the Organization not comply with the Privacy, Security and Protection of Information requirements, outlined in Article 7, of this Agreement, the Organization will be considered to be in default and Canada shall be entitled to immediate termination in addition to any other actions or remedies available in law.

### **Client Consent Form**

7.19 The Organization shall ensure that the Client signs any consent form that may be required including where required prior to disclosing personal information to a third party.

## **8. Liability and Indemnification**

8.1 The Organization is liable for any damage, loss, injury, claim or other liability caused by the Organization, its employees', subcontractors', subsidiaries', affiliates' or agents' actions, negligence or inaction in the performance of the Service, to Canada or any third party. The Organization shall indemnify and save harmless Canada in respect of any damage, loss, injury, claim or other liability or other proceeding taken against Canada, including any costs or charges incurred by Canada to answer or defend any such claim or other proceeding, arising out of the Organization, or its employees', subcontractors', subsidiaries', affiliates' or agents' actions, negligence or inaction in the performance of the Service.

- 8.2 Without limiting the generality of the foregoing, the Organization shall be liable for claims from Clients resulting from the loss of applications, fees, and supporting or other documents in the course of performing the Service. Canada will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance of the Service by the Organization. Canada is not liable for the physical safekeeping and privacy of documents provided by the Client to the Organization or anyone else while such documents are in the possession or control of or under the responsibility of the Organization, or, in the process of being transferred or transmitted to Canada.
- 8.3 The Organization's liability to indemnify or reimburse the Government of Canada under the Agreement shall not affect or prejudice Canada from exercising any other rights under law.
- 8.4 The Organization acknowledges that it is not an employee, servant or agent of Canada and will not represent or hold itself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Organization, or its employees, subcontractors, subsidiaries, affiliates or agents considers the Organization to be an agent or employee of the Minister, the Organization agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.
- 8.5 Canada is liable only for damage, loss, injury, claim or other liability caused by Canada's actions, negligence or inaction in its activities related to the performance of the Service, to the Organization or a third party.
- 8.6 The Parties agree that no limitation of liability or indemnity provision applies to the Agreement unless it is specifically incorporated in full text in this Agreement or Appendices.
- 8.7 Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Agreement.

## **9. Contingency Fees and Conflict of Interest**

- a) The Organization has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person, other than an employee of the Organization acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Agreement.
- b) The Organization shall keep Canada advised of any potential conflicts of interest or incidents of staff misconduct in accordance with the *Values and Ethics Code* for the Public Service of Canada.

## **10. Reporting**

The Organization is subject to reporting as described in the Statement of Work.

## **11. Status of the Organization**

The Organization is an independent Organization authorised to provide services of credential evaluation to Clients. Nothing in the Agreement is intended to create a partnership, a joint venture or a relationship of agency between Canada and the Organization. The Organization must not represent itself as an agent or representative of Canada to anyone. Neither the Organization nor any of its personnel is engaged as an employee or agent of Canada.

## **12. Audit and Verification of the Service**

The Service is subject to audit and verification as described in this Agreement and in the Statement of Work. Audit or verification of the Service by Canada does not relieve the Organization of its responsibility for defects or other failures to meet the requirements of the Agreement. Canada will have the right to reject any Service, or part thereof, that is not in accordance with the requirements of the Agreement and require its immediate correction or replacement at the Organization's expense.

## **13. Service Charges**

13.1 One service charge is permissible for each credential assessment performed and shall include access to the online database by Canada. The service charge is payable by the Client. Canada will not pay for any Service provided hereunder. The service charge(s) is as follows:

[to be filled in at the time of signing]

13.2 The Organization may modify its service charge(s) as it deems necessary to reflect increase in costs of providing the Service and will provide Canada with a written justification for any such increase. The Organization agrees to provide Canada with written notice regarding such reasonable modifications in its service charge structure 30 days in advance of introducing the new service charge, and further agrees to notify its Clients immediately of any modifications to the charges to be levied.

## **14. Future Requests for Proposals or Contracts**

Nothing in this Agreement is intended to or should be construed to exclude the Organization from bidding in the established manner on other service agreements proposed by the Government of Canada or on solicitations issued by Canada.

## **15. Representatives**

For the purposes of resolving any questions, disputes or implementation issues that may arise in this Service Agreement, the Director General, Integration-Foreign Credentials Referral Office, Citizenship and Immigration Canada, is the duly authorized representative of Canada, and the

\_\_\_\_\_, [title of official], is the duly authorised officer or representative of the Organization (the “Representatives”).

## **16. Amendment**

During the course of this Agreement, Canada and the Organization may seek by mutual consent to make modifications to this Agreement by adding, removing or otherwise amending any article. All such modifications must be made in writing by the Representatives, and be made in advance.

## **17. Suspension of the Service**

Canada may at any time, by written notice, require the Organization to suspend, or eliminate the Service or any part thereof, as described under this Agreement. The Service Provider must immediately comply with any such demand in a way that reasonably protects the personal information and records and minimizes the cost of doing so.

## **18. Termination**

18.1 The Agreement may be terminated for convenience by Canada with 90 days written notice without disclosure of reasons or by the Organization with 6 months written notice without disclosure of reasons.

18.2 If the Organization is not designated by the Minister, Canada may terminate this Agreement by giving 30 days written notice to the Organization.

18.3 If the Organization is in default in carrying out any of its obligations under the Agreement, Canada may, by giving written notice to the Organization, terminate for default the Agreement or part of the Agreement. The termination will take effect immediately or upon the expiration of a cure period specified by Canada, if the Organization has not cured the default to the satisfaction of Canada within that cure period.

18.4 Canada may terminate the Agreement where the Organization, including its officers, agents and employees, has been convicted of an offence under the following provisions of the *Canadian Criminal Code*, or of the *Financial Administration Act*, or convicted outside Canada of an offence that is the equivalent to the following:

### *Criminal Code of Canada*

Section 121, Frauds upon the Government and Contractor subscribing to election fund;

Section 124, Selling or Purchasing Office;

Section 380, Fraud committed against Her Majesty; and

Section 418, Selling Defective Stores to Her Majesty;

(Subsection 750 (3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

*Financial Administration Act*

Paragraph 80(1)(d), False entry, certificate or return;

Subsection 80(2), Frauds against Her Majesty;

Section 154.01, Fraud against Her Majesty.

18.5 Canada may terminate the Agreement where the Organization, including its officers, agents and employees, has engaged in any activity that would be considered corruption or collusion, bribe, gift, benefit or other inducement in the proposal process or the performance of the Service.

18.6 Where Canada intends to terminate the Agreement pursuant to a provision of Articles 18.3 or 18.4 above, Canada will so inform the Organization and provide the latter three (3) business days within which to make representations, prior to making a final decision on the Agreement termination. Such termination is then effective immediately.

18.7 If Canada gives notice under Article 18, the Organization will have no claim against Canada including any claim for loss or damage.

**19. The Organization agrees that**

- a) In the period leading up to the end of the Agreement term, and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from this Agreement to a new organization. The Organization agrees that there will be no charge for these services, and
- b) It will cooperate with Canada and with the incoming organization to ensure a seamless transition and a continuance of service including transferring information, and winding down of services.

**20. Assignment**

The Organization must not assign the Agreement without first obtaining the written consent of Canada. Any assignment made without such consent is void and will have no effect. An assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Agreement does not relieve the Organization from any obligation or liability under the Agreement and it does not impose any liability upon Canada.

**21. Subcontracts**

21.1 The Organization may subcontract the functions that are customarily subcontracted.

Subcontracting, including with a parent, subsidiary or affiliate may not include management access or control over any information collected under this Service Agreement, including the storage of information of the operation or maintenance of a system unless Canada first consents in writing. Consent by Canada is not an approval by Canada of the subcontract. Subcontracting, including with a parent, subsidiary or affiliate does not relieve the Organization from any of its obligations under the Agreement or impose any responsibility

or liability upon Canada to a subcontractor of a third party as a result of such a subcontract, even if Canada consents to a subcontract. Subject to Article 8.5, the Organization is liable for any damage, loss, injury, claim or other liability caused by a subcontractor and is responsible for any matter or thing done or provided by any subcontractor under the Agreement and for paying any subcontractors for any part of the Service they perform.

21.2 In any subcontract, including with a parent, subsidiary or affiliate, the Organization must, unless Canada agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of Canada, not less favourable to Canada than the conditions of the Agreement.

## **22. Applicable Laws**

This Agreement shall be interpreted and governed, and the relations between the Parties determined by the laws of Canada and the respective province.

## **23. Dispute Resolution**

If a dispute arises out of, or in connection with this Agreement, the Parties agree before taking any other action that they will make all reasonable efforts to resolve any dispute through negotiation or through an appropriate dispute resolution process.

## **24. Notification**

Any notice required under the Service Agreement shall be provided to the following persons via telephone and facsimile.

Role	Office Phone	Facsimile

## **25. Duration of Agreement**

25.1 The Service is to be provided for a two-year period from xxx to xxx inclusive.

25.2 The Organization grants to Canada the irrevocable option to extend the term of the Agreement by two periods of up to two years each under the same terms and conditions, unless otherwise stated herein. Canada may exercise this option at any time by sending a written notice to the Organization at least thirty (30) calendar days prior to the Agreement expiry date. Canada will be under no obligation to pay any costs incurred should it not exercise the aforementioned option periods.

**26. Survival**

All the parties obligations of confidentiality, representations and warranties set out in the Agreement as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the termination of the Agreement.

**27. Entire Agreement**

This Agreement, all appendices and any service level agreement agreed upon by the Parties, constitute the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference.

FOR [Organization]

\_\_\_\_\_

Name / Title

\_\_\_\_\_

Date

FOR CANADA

\_\_\_\_\_

Name / Title

Citizenship and Immigration Canada

\_\_\_\_\_

Date

Appendix A – Statement of Work

(Statement of Work from CSP to be inserted here)

Appendix B – Certification

(Certification statement from the CSP to be inserted here)