



L I C E N C E T O E N G A G E I N F O R E I G N W O R K E R R E C R U I T M E N T

This Licence is Granted to: Sung Min (James) Kang
Conditions have been imposed on this licence – see reverse side.

Licence Number: FWRL-48

*For the business of finding foreign workers for
employment in Nova Scotia, or finding employment in
Nova Scotia for foreign workers*

This Licence cannot be transferred or assigned

Effective Date: February 24, 2022

Expiry Date: February 23, 2025

*It is illegal to charge fees to workers for helping
them find work in Nova Scotia*

Verify the authenticity of this licence at:
[novascotia.ca/lae/employmentrights/FW/
LicensedRecruiters.asp](http://novascotia.ca/lae/employmentrights/FW/LicensedRecruiters.asp)

Nova Scotia Labour Standards Division
1505 Barrington St., 3rd Floor
PO Box 697
Halifax NS, B3J 2TB

Phone: 902-424-4311
Toll Free: 1-888-315-0110
Fax: 902-424-0648
Email: LSTFWP@novascotia.ca

A handwritten signature in black ink, appearing to read "E. Hartley".

Director of Labour Standards

This licence is granted to: Sung Min (James) Kang
Conditions attached to this licence (FWRL-48) are as follows:

1. In these Licence Conditions,
 - (a) words and phrases have the same meaning as they have in the *Labour Standards Code* and the *Labour Standards Code General Regulations* (“the Regulations”);
 - (b) “affiliate” means a person other than an agent, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who has a business relationship with the Licensee to provide services to or for the Licensee that are related to the recruitment of foreign workers;
 - (c) “agent” means a person other than an affiliate, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who is authorized by the Licensee to act for the Licensee on matters related to the recruitment of foreign workers;
 - (d) “partner” means a person other than an affiliate, agent or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who carries on the business of recruiting foreign workers in conjunction with the Licensee, with a view to profit;
 - (e) for greater certainty, “recruitment” means recruitment for employment in Nova Scotia.
2. The Licensee must disclose to the Director the names and addresses of all of the Licensee’s affiliates, agents, partners and employees — located inside or outside of Nova Scotia — who assist the Licensee in providing foreign worker recruitment services. The Licensee must update the Director immediately if there is a material change in any of this information.
3. The Licensee must ensure that each affiliate, agent, partner or employee of the Licensee who assists the Licensee in providing foreign worker recruitment services, complies with the Nova Scotia *Labour Standards Code* and the Regulations made under the *Labour Standards Code* in respect of any recruitment activity, whether performed inside or outside of Nova Scotia.
4. The Licensee, and each affiliate, agent, partner or employee of the Licensee who assists the Licensee in providing foreign worker recruitment services, shall be jointly and severally liable for any contravention of the *Labour Standards Code* and Regulations and any amounts found owing by the Director to a foreign worker by any of them in respect of a contravention of the *Labour Standards Code* or Regulations, pertaining to the recruitment of the foreign worker.
5. Licensees who are Regulated Canadian Immigration Consultants shall maintain such professional liability insurance coverage as is required pursuant to the authority of the *College of Immigration and Citizenship Consultants Act* (Canada). Further, upon request by the Director, the Licensee shall provide reasonable evidence of such insurance coverage.

6. Any contract between the Licensee and an affiliate, agent, partner or employee of the Licensee for the provision of recruitment services by the affiliate, agent, partner or employee must
 - (a) be in writing;
 - (b) be provided to the Director within such period as the Director shall specify, upon request by the Director;
 - (c) must expressly state that the affiliate, agent, partner or employee of the Licensee who assists the Licensee in providing foreign worker recruitment services, shall be jointly and severally liable for any contravention of the *Labour Standards Code* and Regulations and any amounts found owing by the Director to a foreign worker by any of them in respect of a contravention of the *Labour Standards Code* or Regulations, pertaining to the recruitment of the foreign worker.

7. In addition to activities prohibited by the *Labour Standards Code* and the Regulations, *the Licensee* must not do any of the following:
 - (a) produce or distribute false or misleading information relating to recruitment services or employment for foreign workers or the laws of Nova Scotia or Canada;
 - (b) misrepresent employment opportunities, including respecting a position, duties, length of employment, wages and benefits or other terms of employment;
 - (c) threaten deportation or other action for which there is no lawful cause;
 - (d) take action against or threaten to take action against a person for participating in an investigation or proceeding by any government or law enforcement agency or for making a complaint or inquiry to any government or law enforcement agency.

8. (1) In order to provide foreign worker recruitment services to a person, the Licensee must enter into a contract with the person that
 - (a) is in writing, and written in clear and unambiguous language;
 - (b) states the services to be provided;
 - (c) in the case of services to be provided to an employer, describes the fees and expenses to be charged to the employer and the services for each fee and expense charged;
 - (d) is to be governed by and interpreted in accordance with the laws of Nova Scotia;

(e) includes a statement that there is a prohibition against charging recruitment fees to foreign workers under Nova Scotia's *Labour Standards Code*;

(f) includes the name, telephone number, mailing address and email address for the Licensee and any affiliate, agent, partner, or employee who assists the Licensee in providing foreign worker recruitment services; and

(g) contains such terms and conditions as may be required by the Director.

(2) The Licensee shall take reasonable measures to ensure that foreign workers whose first language is not the language of the contract understand the terms and conditions of the contract before they enter into it.

9. If the Licensee is receiving compensation for referring a foreign worker to another person, including a prospective employer, the Licensee must clearly disclose that fact in writing to the foreign worker.