*AGC Refugee Sponsorship Agreement*

MEMORANDUM OF UNDERSTANDING

**Between:**

*The Associated Gospel Churches;***acting as the Sponsorship Agreement Holder (SAH); hereafter called “AGC”**

*-and-*

**[name & address of church]**

 **;**

 **acting as the Constituent Group; hereafter called “the CG”**

*-and-*

**[name & address of co-sponsor as applicable]:
(this can refer to an individual or other Church or other Organization]**

 **;**

 **acting as the Co-Sponsor; hereafter called “the Co-Sp”***concerning the submission of a sponsorship undertaking for*

**(list each sponsored refugee’s full names & birthdates below)**

 **;**

 **;**

 **;**

 **;**

 **;**

 **;**

 **;**

 **;**

**Purpose:**

This document is intended to ensure that both the AGC and the CG understand the requirements and commitments under the Private Sponsorship of Refugees Program (PSRP) and their specific roles and responsibilities. It is not intended to be a legally binding document but rather a confirmation by both parties of what this sponsorship entails.

**Background:**

* The Associated Gospel Churches (AGC) is a not-for-profit federal corporation which feels called to welcome resettled refugees to Canada as one way to build peace and to promote justice and compassion in Canada and around the world.
* When staff resources allow, and the goals of a group outside AGC’s core constituency are in line with AGC’s goals to implement the Private Sponsorship of Refugees Program (PSRP), such groups are also welcome to partner with AGC.
* Churches/ministries who undertake sponsorships through the AGC’s SAH umbrella are designated as Constituency Groups (CGs) by Immigration, Refugees & Citizenship Canada (IRCC) under the PSRP. Organizations and/or individuals who agree to partner with the AGC’s CGs are designated as Co-sponsors (Co-Sp).
* As a Sponsorship Agreement Holder (SAH), the AGC has entered into certain legal commitments and binding obligations with IRCC and is ultimately responsible to IRCC for the manner in which CGs (and Co-Sps when applicable), whom it has approved, carry out their activities in sponsoring and working with a refugee family.
* The church/organization listed above has approached the AGC and expressed their desire to partner with the AGC in sponsoring a refugee family, as an approved CG.
* This Agreement sets out the mutual commitments and obligations being undertaken by the AGC and the CG (and Co-Sps when applicable), with respect to sponsorship of the refugee family assigned to the CG under the PSR.

**Sponsorship of Refugees is a Charitable Activity**

The Sponsorship Agreement, which the AGC has signed with IRCC, requires that a Sponsorship Agreement Holder (SAH) and its Constituency Groups (CGs) (and Co-sponsors (Co-Sp) when applicable), may not profit financially in any way through the sponsorship of refugees.

Accordingly, the CG (and Co-Sp when applicable), agrees that:

* It may not collectively, and none of its members may individually, charge any fees, expect or require contributions, nor demand or accept repayment from refugees for the act of private sponsorship.
* The refugees who are sponsored under the PSR Program have no legal obligations to, and cannot be required to, enter into any legal obligation to prepay or repay their sponsors for lodging, care, and settlement assistance. They will also not be required to take membership in, volunteer for or participate in activities, meetings or functions associated with the sponsoring group in order to receive care, lodging and settlement assistance.
* The refugee’s relatives in Canada or abroad may voluntarily contribute funds to the resettlement of the refugee family, but they must not expect reimbursement (financially or in kind) for doing so from the sponsored refugee, and the CG/Co-Sp will not participate in, nor facilitate, any such transaction. All parties are aware that funds can come from different resources but not from the refugee, because that would be illegal.
* The CG is jointly and severally responsible for financial obligations the undersigned have collectively agreed to in the Sponsorship Undertaking signed with IRCC. The undersigned are not liable for debts which privately sponsored refugees incur in Canada themselves, or before coming to Canada (e.g. travel loans)

**Basic Commitment**

When submitting a private refugee Sponsorship Undertaking (IRCC form IMM5373), the AGC and the CG (& Co-Sp when applicable) must commit to having sufficient resources to support the privately sponsored refugee(s) for the period determined in the Sponsorship Undertaking, which is normally 12 months. Accordingly, the CG agrees to the following:

1. Reception – members of the CG will meet and welcome the refugee(s) upon arrival in the community;
2. Lodging – The CG will provide suitable accommodation, basic furniture and other household essentials for the refugee(s);
3. Care – The CG will provide food, clothing, local transportation and other basic necessities of life to the refugee(s);
4. Settlement Assistance and Support – The CG will assist the refugee(s) to learn an official language, seek employment, encourage and assist them to adjust to life in Canada;
5. The types of supports described above will be documented in the AGC’s Detailed Settlement Plan & Budget Plan, and then summarized in the IMM5440 Settlement Plan (IRCC form).
6. When sufficient resources (financial and human) are in place as determined by the AGC, the authorized CG representative will sign the required IRCC documents listed below which binds the CG to provide the financial and moral support of the refugee(s) which they have agreed to sponsor.
7. The IMM5373, IMM5440, and the IMM5492 (IRCC forms) will be completed and signed by the authorized signatory for the CG, (and Co-Sp when applicable) as well as the AGC’s SAH representative.

**Scope of Financial Commitment for CG Members**

Before the AGC will submit a completed Sponsorship Undertaking agreement to IRCC, the CG must read through the [[AGC’s financial guidelines](https://www.agcrsi.org/resources/next-steps)](https://www.agcrsi.org/resources/next-steps) and satisfy the AGC SAH that it collectively has the necessary financial resources available to support the refugee(s) for the entire period of sponsorship. Unless other arrangements are made in advance, the CG is entirely responsible for the financial support of the sponsorship. Important to note: only Blended Visa Office Referred or Joint Assistance Sponsorships will receive funds from the Government’s Relocation Assistance Program (RAP), and those funds will be sent directly to the refugee family.

By signing this Agreement, the undersigned CG members agree that they will be jointly and severally responsible for those costs, up to the limits set out in the Sponsorship Undertaking.

**Financial Obligations of Privately Sponsored Refugees**

The standards for using personal funds and income revenue that apply to government-assisted refugees, described in Immigration and Refugee Protection Act Regulations (IP3), may also be applied to PSR’s who arrive with personal funds or who begin to generate income after they arrive.

If such conditions exist where the refugee has other sources of income\* before the 12-month period expires, disbursements from the CG can be adjusted according to the  [AGC’s financial guidelines](https://www.agcrsi.org/resources/next-steps). If this adjustment results in an excess of funds in the CG’s Refugee Fund, these monies can be redirected by the CG to other refugee resettlement efforts.

As a general operating principle, sponsored refugees who have their own financial resources should contribute to their basic financial support, however groups must be aware of the  [AGC's financial guidelines](https://www.agcrsi.org/resources/next-steps) which explain how settlement funds may be reduced when sponsored refugees have assets or income. Those refugees who have such financial resources retain the right to manage their own finances and MUST NOT submit their funds to their sponsors to manage. (To help with learning the Canadian banking system is certainly appropriate and necessary).

\*Note: Government benefits (eg: Canadian Child Benefit, GST) are not to be considered income.

**Allowable In-kind Deductions to Settlement Supports**

It is important that all parties to the sponsorship are aware of the newcomer’s right to autonomous decision-making which includes the right to say “no thank-you” to any donated items or housing arrangements that are being offered to them as in-kind gifts (at no cost to them).

With that in mind, all parties are to be informed that the sponsoring group has a **legal financial liability** (for each undertaking commitment) at the minimum monthly RAP rate and start-up cost amounts ***before any in-kind deductions*** are calculated. IRCC’s Minimum Financial Support Calculator used to calculate the minimum cost of a sponsorship undertaking is available here: <https://www.rstp.ca/calc/?lang=en>

**Collection of Funds**

**Option #1: Issuing of Charitable Donation Receipts for Financial Support:** The Canada Revenue Agency advises that a congregation can use its registered charity tax number to give receipts for donations to its refugee support fund, provided the church board has decided that refugee sponsorship is a mission of the congregation. All parties are aware that funds can come from different resources but not from the refugee, because that would be illegal. The refugee fund therefore operates as a benevolent fund.

Congregation and community members may support the refugee fund if the following steps are followed:

1. The board by formal motion must endorse or affirm that, “refugee sponsorship is a mission of the congregation.”

* Use the term “refugee sponsorship.” This is a broader commitment than support to specifically named refugees.
* The motion can indicate that sponsorship depends on a specified amount of money being raised.

2. The board must designate a budget line for refugee sponsorship and must oversee the distribution of refugee sponsorship funds. All money must be accounted for and transactions recorded.

The total sponsorship costs may be reduced through the donation of “in-kind” goods, which can include accommodation, furniture, and clothing according to the limits set out by IRCC and described in the  [AGC's financial guidelines](https://www.agcrsi.org/resources/next-steps). Such donations, when their value is independently and objectively verified, *may* be eligible to be recognized with charitable tax receipts.

**Option #2: Establishing a fund to hold monies on behalf of others for a specific family (non-tax-receipting):**

When working with a co-sponsor, or another partner to the undertaking, the church may need to hold funds on behalf of others for the family’s arrival. A donor can be an individual, a group, or an organization, but not the privately sponsored refugee or funds acquired from the refugee, because that would be illegal. The individual rights and obligations of the CG and donor are set out in three different sources: provincial law, common law principles related to the law of trusts, and the Joint MOU which is drafted by the SAH representative, CG and donor to establish the terms of the fund.

The CG will issue a receipt to the donor designating the amount of money given and where it is being held. The CG will set up a GIC or a separate bank account with 2 signatories to hold the funds prior to an application being submitted, and then will release the funds to the sponsored refugees (the benefactors) on a monthly or bi-monthly basis after arrival.

The Joint MOU must clearly outline the terms of the fund, which include the identity of the sponsored refugees, when and how funds will be disbursed, and the outcome of the funds should the sponsored refugees not arrive in Canada. The MOU should also stipulate whether the fund is for a specific privately sponsored refugee (PSR) or is a general charitable trust fund for the sponsorship of any PSR.

In the event that the refugee is not accepted for resettlement in Canada, funds held to sponsor that refugee, including all accumulated interest, must be returned to the donor(s).

**Distribution of Funds**

Settlement funds are to be calculated according to the prevailing RAP rates at the time of arrival, therefore figures will need to be re-calculated once the sponsored newcomers arrive.

Funds in the “[name of church]” Designated Refugee Fund Account will be directed to the above listed refugee-newcomers for their settlement. These funds can be released on a monthly basis at $[total amount for sponsorship]/12) for their settlement, after the Refugee Committee representative “[name of representative]” requests it at least one month in advance.

**Due Diligence**

Because resettled refugees are considered a vulnerable population, the AGC recommends that churches/ministries comply with their due diligence responsibilities when using volunteers for undertaking a refugee sponsorship. The AGC SAH requires:

* The CG Core Team will undergo volunteer screening[[1]](#footnote-1) and
* complete a Vulnerable Sector Police Check prior to refugee arrival,

**Structure and Administration of the Relationship Between the AGC and the CG**

For the sponsorship to be managed well, the CG will:

* Form a committee of no less than five persons per sponsorship undertaking.
* Designate a primary CG representative and secondary contact person. Phone and email address for these contacts will be provided to the AGC.
* The designated CG representative will sign the required documentation for the PSRP[[2]](#footnote-2) (on behalf of the entire CG) and submit to the AGC SAH representative for review and approval. The designated CG representative will ensure that the sponsorship group understands the obligations that it is corporately agreeing to by signing this agreement.
* **Conduct cross-cultural awareness and managing expectations training** for all persons involved in the refugee sponsorship undertaking.
* **Report to the AGC SAH representatives** at its three-month, six-month, nine-month and completion point of resettlement for the AGC’s data collection and reporting obligations to IRCC.
* **Keep clear and thorough financial records** of receipts and disbursements throughout the sponsorship process (both pre- and post-arrival). Basic book-keeping records and all receipts need to be kept on file for 2 years following the completion of the sponsorship, as IRCC may request a copy.
* If significant problems arise with the sponsorship that are required to be brought to the attention of IRCC, the AGC will be responsible for such contact and communication with IRCC. The CG will assist the AGC in obtaining and providing any necessary information and records for such purposes.

 AGC SAH representatives will provide the following:

* Resources to aid CG’s in understanding and implementing either a Private Sponsor Referred (PSR), Blended Visa Office Referred (BVOR), or Joint Assistance (JAS) sponsorship undertaking.
* Support in assessing the viability of a sponsorship undertaking before the IRCC’s required PSR documentation is signed.
* Reviewing and approval of all necessary sponsorship documentation, monitoring the application process by IRCC and provide the date of arrival information when the Notice of Arrival Transmission (NAT) has been received from IRCC.
* Continued consultation and support to the CG and the resettled refugee(s) throughout the post-submission wait and the resettlement period.
* Settlement guides and resources for the CG to manage settlement responsibilities and an online mechanism for CG’s to submit their quarterly resettlement monitoring reports.
* Notification to the CG when the official sponsorship period has been completed.

The AGC is contractually responsible to IRCC for successful completion of each Sponsorship Undertaking by its CGs, and as such, is required to monitor and assess each refugee placement with a CG and provide reporting back to IRCC. The AGC SAH, or a representative from IRCC may contact the sponsored family directly to assess their experience and to verify that settlement funds have been dispersed to, and received by, the refugee family members.

Key contact persons for the CG, as well as the official representatives for the SAH, CG and Co-sponsor who will sign the IMM 5373 undertaking document, are identified on page 7 and 8 of this agreement.

**Secondary Migration**

If a sponsored family chooses to move away from the geographical area where the settlement team is located (before arrival or within the sponsorship year commitment), the CG representative must notify the AGC SAH representative as soon as possible. The SAH is responsible to IRCC to attempt to provide a replacement CG, or a minimum of two representatives within the new community of settlement. The CG will be encouraged by the SAH to continue settlement financial supports as much as possible when the family chooses to relocate before the settlement year is completed, however they are not obligated to do so.

**Add Dependants and One Year Window Notifications**

If a sponsored family wishes to [Add a Dependant](https://www.canada.ca/content/dam/ircc/migration/ircc/english/pdf/kits/forms/imm5618e.pdf) to the undertaking, the CG representative will contact the SAH as soon as possible to ensure that there are sufficient allocated spaces to do so. The CG will notify the refugee family that newborn infants must be identified to the SAH within a month of birth, and new spouses within a month of the marriage (Note that newborn infants will *not* require an allocation). **CGs must be prepared to financially support** the added accompanied dependants, and any non-accompanied dependants who are following the sponsored family later under the [One Year Window Program](http://www.rstp.ca/en/refugees/family-reunification-one-year-window/).

**Key Contact Persons and Designated Constituent Group (CG) Representative**

CG Primary Contact Name:

Address:

Primary Phone: Alternate Phone:

E-mail:

CG Secondary Contact Name:

Address:

Primary Phone: Alternate Phone:

 E-mail:

Same as CG Primary Contact if checked

**CG Representative Name** (Authorized Signor of all government forms):

 Not Applicable

Contact Information for Authorized Signor, *if different than above*.

Address:

Primary Phone: Alternate Phone:

 E-mail:

**Co-Sponsor’s Name (Authorized Signor):**

Address:

Primary Phone: Alternate Phone:

 E-mail:

(Signatures Page follows)

**Signatures**

To signify our acceptance and intention to be bound by this Agreement, the respective representatives for the SAH, CG, (and Co-Sp as applicable) have each signed this Agreement on the date(s) indicated below.

**AGC’s SAH Representative**

the signor below has the authority to bind and is acting as agent for the Associated Gospel Churches in Canada

 Not Applicable

 Date:

Print full name and title Signature

**AGC Church Representative**

the signor below (pastor or Chairman of the Board) has the authority to bind the Sponsoring Group and is acting as agent for

 Not Applicable

 [Name of church]

 Date:

Print full name and title Signature

**Co-sponsor Representative** (if applicable)

Please select the applicable check-box below:

Co-Sp Representative Signature is not required as the CG does not have a co-sponsor.

 Not Applicable

the signor below is an individual, not acting on behalf of an organization.

 Not Applicable

the signor below has the authority to bind the co-sponsoring organization and is acting as agent

 Not Applicable

for
 (Name of co-sponsoring organization)

 Date:

 Print full name (and title if applicable) Signature

As a Co-sponsor, I hereby declare that **none of the money raised for this sponsorship has come from the refugee**, because I know that is illegal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If a church does not already have a volunteer screening program in place, the AGC recommends [Plan to Protect - Basic Course](https://www.plantoprotect.com/en/home/). [↑](#footnote-ref-1)
2. PSRP = Private Sponsorship of Refugees Program [↑](#footnote-ref-2)