

# **SPONSORSHIP AGREEMENT**

## **1. AGREEMENT**

The following documents and any amendment thereto form the Agreement between the Department of Citizenship and Immigration Canada (CIC) and **SAH NAME**. Here in after referred to as the Sponsorship Agreement Holder (SAH).

- The Sponsorship Agreement
- Appendix 1 – Financial Guidelines
- Appendix 2 – Communication
- Appendix 3 – Reporting
- Appendix 4 – Joint Assistance Sponsorship Program

## **2. PREAMBLE**

Canada's Private Sponsorship of Refugee's (PSR) Program is one means by which we express our humanitarian traditions with respect to displaced and persecuted persons. It provides an opportunity for the voluntary sector to extend Canada's capacity to resettle Convention Refugees (CRs) and Humanitarian-Protected Persons Abroad (HPAs) (henceforth referred to as "refugees") through supporting government resettlement initiatives and through directly supporting the resettlement of refugees.

Through the provisions of the *Immigration and Refugee Protection Act (IRPA)* and its *Regulations (IRPR)*, CIC encourages Canadian public involvement in the resettlement of refugees whose admission to Canada depends upon the support of a sponsor. The authority for the two parties to enter into an Agreement under the PSR Program is found in section 152 of IRPR.

SAHs are continuing a tradition of dedication by the voluntary sector to resettle and integrate refugees into Canadian society. Through their offers of financial, human resources and moral support, they provide refugees with a foundation on which to build their new lives in Canada. SAH involvement and enthusiasm demonstrate a commitment to continuing Canada's humanitarian traditions.

For more information on the PSR Program, consult IRPA, IRPR, the Inland Processing Chapter (IP3) and the Overseas Processing Chapter (OP5) of the CIC Manuals and the Guide to the PSR Program.

## **3. PRINCIPLES**

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- a) The purpose of this Agreement is to define the responsibilities of parties under the PSR Program.
- b) The PSR Program is a partnership between SAHs and CIC wherein each relies on the other to fulfill their responsibilities so that the program can succeed. Both parties will act in good faith in the implementation and administration of this Agreement.
- c) The SAH may submit sponsorship undertakings confirming their support for the refugees they wish to sponsor. The refugee cases can either be referred directly by CIC or by the SAH.
- d) CIC may refer refugees who require private sponsorship to a SAH for its consideration.
- e) The refugees who are sponsored under the PSR Program are in addition to the number of government assisted refugees (GARs) CIC resettles in Canada each year.
- f) The refugees who are sponsored under the PSR Program will 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.
- g) The partnership created by this agreement provides a framework where SAHs may also collaborate with CIC to respond to special measures, United Nations High Commissioner for Refugees appeals and other emergency situations.
- h) SAHs will not profit financially from the sponsorship of refugees.
- i) In view of the emotional and financial link of defacto dependants to their extended family, it is CIC's policy to keep family units intact.
- j) Any discussion or proposal to change regulations that may affect this agreement will consider both the principles stated in this agreement and the best interests of the private sponsors, the refugees and CIC.

### **4. DEFINITIONS**

#### **BLENDED SPONSORSHIP:**

A sponsorship undertaking whereby both CIC and a SAH contribute to the financial support of the refugee(s) over a period established with the agreement of both parties. The SAH has responsibility for the reception and settlement assistance for the refugee(s) for the term of the sponsorship. Other responsibilities such as start-up-costs may also be undertaken by the sponsor.

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### CARE:

The provision of food, clothing, local transportation costs and other basic necessities of life to the refugees.

**COMMUNITY SPONSOR:** an organization, association or corporation who sponsors refugees to come to Canada.

### CONSTITUENT GROUP (CG):

A group authorised in writing by the SAH to act on its behalf in sponsoring refugees. Refer to section 138 "group" of IRPR.

### CO-SPONSOR:

An individual or organisation that partners with a SAH to share responsibility for an undertaking. This Derives from the meaning of "group" as found in Section 138 of IRPR.

### DEPUTY HEAD OR HIS/HER DELEGATE:

The Deputy Minister of Citizenship and Immigration Canada (CIC) or the Director General of the Integration Program Management Branch of CIC or the Director of the Strategic Management and Coordination Division.

### DEFACTO DEPENDANT:

A defacto dependant is a person who does not meet the definition of family member but who is nonetheless considered by the Principal Applicant (PA) to be an integral member of the family unit. The Visa Officer must be satisfied that this person is dependent on the family unit in which membership is claimed and the person cannot apply as a family member. The dependency may be emotional or economic and will often be a combination of these factors. Such a person would normally, but not exclusively, reside with the PA as a member of the same household and must be the dependant of a PA who has been determined to be a member of one of the three refugee classes. The defacto dependant must also meet the definition of refugee in his/her own right even when a dependency relationship is established. Refer to OP5 and IP3.

### FAMILY MEMBER:

A family member, for resettlement purposes, is a person who can be included on the Principal Applicant's (PA) application (i.e. spouse or common-law partner of the PA; a dependent child of the PA or of the PA's spouse or common law partner; and a dependent child of the dependent child of the PA or of the PA's spouse or common law partner regardless of whether they are physically at the same location). Refer to Subsections 1(3) and Section 142 of the IRPR.

### GOVERNMENT:

Government of Canada as represented by the Minister of Citizenship and Immigration, henceforth called "Citizenship and Immigration Canada" (CIC).

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### GOVERNMENT-ASSISTED REFUGEE (GAR):

A refugee supported by CIC through the Resettlement Assistance Program (RAP). GARs include members of the Convention Refugees Abroad Class (CR) and in exceptional cases, members of the Country of Asylum Class (RA) requiring a Joint Assistance Sponsorship.

**GROUP OF FIVE:** Any group of five or more Canadian citizens or permanent residents that gets together for the purpose of sponsoring refugees.

### HUMANITARIAN-PROTECTED PERSONS ABROAD (HPA):

A person in similar circumstances to a Convention Refugee (CR) who is a member of one of the following Humanitarian-protected persons abroad classes (HPC): Country of Asylum Class (RA). Refer to Section 146 of IRPR.

### INTERIM FEDERAL HEALTH (IFH) PROGRAM:

A health program established by CIC that provides temporary medical coverage for refugees during the settlement period in Canada prior to their qualification for provincial health care coverage. Thereafter, refugees are eligible for partial limited coverage for the duration of the sponsorship period where provincial health care does not cover services provided by IFH.

### IMMIGRANT LOANS PROGRAM:

A loan program established by CIC that provides admissibility, transportation, and assistance loans to refugees and their family members. Refer to section 289 of IRPR, and the inland and overseas processing chapters IP19 and OP17.

### IMMIGRATION AND REFUGEE PROTECTION ACT (IRPA):

An Act respecting immigration to Canada and the granting of refugee protection to persons who are displaced, persecuted or in danger; IRPA came into effect June 28, 2002.

### IMMIGRATION AND REFUGEE PROTECTION REGULATIONS (IRPR):

Detailed instructions that have been placed in Regulations to accompany IRPA.

### INLAND PROCESSING CHAPTER 3 (IP3):

A chapter of the CIC Inland Processing Manual that explains the policy and procedures for the refugee resettlement program in Canada, including the PSR Program and Resettlement Assistance Program (RAP).

### INLAND AND OVERSEAS PROCESSING CHAPTERS 19 and 17 (IP 19/OP17)

Two chapters of the CIC Inland and Overseas Processing Manuals that describe the Immigrant Loans Program and its four loan components. They provide objectives and eligibility criteria for each loan option and outline the procedures for processing and approving immigrant loans. These chapters also include guidelines for assessing loans for approval as well as guidelines for counselling loan applicants.

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### INDIVIDUAL AGREEMENT

The specific agreement that an individual SAH signs with CIC to facilitate the sponsorship of refugees.

### JOINT ASSISTANCE SPONSORSHIP (JAS):

A joint undertaking by a SAH or one of its CGs and CIC to sponsor GARs requiring special assistance and whose admissibility depends upon this additional support to become established. Refer to Section 157 of IRPR, IP3 and OP5 for details.

### LETTER OF APPROVAL:

Applicable to Joint Assistance Sponsorship (JAS) cases only- A letter signed by a person authorised to sign on behalf of the SAH, authorising a Constituent Group or cosponsor to enter into an undertaking to sponsor refugees.

### LODGING:

Suitable accommodation, basic furniture and other household essentials.

### MEMBER OF THE CONVENTION REFUGEE ABROAD CLASS (CR):

Has the same meaning as provided in Section 96 of IRPA and Section 145 of IRPR.

### MEMBER OF COUNTRY OF ASYLUM CLASS (RA):

Has the same meaning as provided in Sections 146 and 147 of IRPR.

### NGO-GOVERNMENT COMMITTEE ON THE PRIVATE SPONSORSHIP OF REFUGEES (NGO-GOVT COMMITTEE):

A committee of elected SAH representatives and appointed CIC representatives established in 1994 to provide an ongoing consultative mechanism with respect to the PSR Program.

### NOTIFICATION OF ARRIVAL TRANSMISSION (NAT):

A notification sent by the visa office that provides information on the point of origin, the port of entry, the date of arrival, the flight details, and special requirements for the refugee(s), if any.

### NON-ACCOMPANYING FAMILY MEMBER:

A non-accompanying family member is defined as a dependent family member of a refugee who is separated from the family unit due to circumstances beyond his/her control and is unable to travel with the principal applicant. Refer to Section 141 of IRPR.

### ONE YEAR WINDOW OF OPPORTUNITY (OYW):

A regulatory mechanism that allows non-accompanying family members to submit an application and be eligible to be processed in the same class and

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category as the principal applicant (PA) for up to one year following the PA's arrival in Canada. All family members must be identified on the PA's application form. For more details refer to Paragraph 141(1) (b) of IRPR, IP3 and OP5.

### OVERSEAS PROCESSING CHAPTER 5 (OP5):

A chapter of the CIC Overseas Processing Manual that explains the policy and procedures for the refugee resettlement program abroad including the selection of government-assisted refugees (GARs) and privately sponsored refugees (PSRs).

### OVERSEAS PROCESSING CHAPTER 22 (OP22):

A chapter of the CIC Overseas Processing Manual that provides an understanding of the process for judicial reviews of decisions made under the *Immigration and Refugee Protection Act* for which no specific right of appeal exists. This chapter deals specifically with overseas files that are subject to judicial review.

### AGREEMENT:

The template Agreement negotiated between CIC and the SAH Community through the NGO Govt Committee.

### RECEPTION:

The process that begins with meeting the refugee upon arrival in the community of resettlement or, when applicable, making arrangements for the refugee's transportation from the closest domestic airport to the community of resettlement and having someone meet the refugee upon arrival.

### REFUGEE SPONSORSHIP TRAINING PROGRAM (RSTP):

A program funded by CIC with guidance from the SAH community whose primary goal is to provide training on the private sponsorship of refugees to SAHs, Constituent Groups, Co-sponsors, Community Sponsors and Groups of Fives.

### REPRESENTATIVE BODY OF THE SPONSORSHIP AGREEMENT HOLDER (SAH) COMMUNITY:

A body recognized by CIC as representing the SAH community.

### RESETTLEMENT ASSISTANCE PROGRAM (RAP):

A contribution program established by CIC that provides basic income support and essential services for refugees who have been admitted to Canada as GARs.

### RAP SERVICE PROVIDER

A non-governmental organization receiving funding from CIC to provide a range of settlement and adaptation services directly to GARs in Canada.

### SELF-SUPPORTING:

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The point at which a refugee no longer requires the financial support (care and lodging) of a sponsor but may still need settlement assistance. Refers to Paragraph 5 (d) and Appendix 1 of this Agreement.

### SETTLEMENT ASSISTANCE:

The activities that facilitate the refugee's adjustment to Canadian society such as providing orientation to the community, help with learning an official language, assistance with finding employment, and extending ongoing friendship, encouragement and general assistance. It also involves informing refugees of the rights and responsibilities of permanent residents in Canada.

### SETTLEMENT PLAN:

A written plan that outlines a sponsor's arrangements for the reception, care, lodging and settlement assistance of the sponsored refugee(s).

### SPONSOR:

In the context of this Agreement, a sponsor is a SAH or a CG or Co-sponsor acting on behalf of the SAH. Refer to Section 138 "sponsor" of IRPR.

### SPONSORSHIP AGREEMENT HOLDER (SAH):

A Corporation incorporated under the laws of Canada or any province thereof, that signs a Sponsorship Agreement with the Minister of Citizenship and Immigration Canada.

### SPONSORSHIP CAPS:

#### GLOBAL CAP:

The total number of persons that the entire community of Sponsorship Agreement Holders (SAHs) may apply to sponsor, across all Visa Offices in each calendar year. Caps will be in place starting in January 2012.

#### INDIVIDUAL CAP:

The total number of persons that an individual Sponsorship Agreement Holder (SAH) may apply to sponsor in each calendar year.

#### SUB-CAPS (Geographic):

The total number of persons that the entire community of Sponsorship Agreement Holders (SAHs) may apply to sponsor from one or more Visa Offices overseas in each calendar year.

### SPONSORSHIP BREAKDOWN:

An official declaration that an irreparable failure to meet the sponsorship arrangements (care, lodging and settlement assistance) has occurred.

### SPONSORSHIP DEFAULT:

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A bar to sponsorship that is declared against a sponsor determined to be liable for a sponsorship breakdown. Refer to Subsection 153(4) of IRPR.

### SPONSORSHIP REVOCATION:

A rescindment, withdrawal or cancellation of an approved undertaking by CIC before or after the issuance of a visa. Refer to Section 155 of IRPR.

### SPONSORSHIP WITHDRAWAL:

A cancellation by a sponsor of an undertaking before the issuance of a visa.

### UNDERTAKING TO SPONSOR:

A written undertaking to the Minister of Citizenship and Immigration Canada to confirm provisions for reception, care, lodging and settlement assistance for a refugee and their family (both accompanying and non accompanying). in the expected community of settlement. The sponsorship period is up to 12 months (longer in exceptional circumstances if agreed to by the SAH) from the date of arrival of the refugee(s) or until the refugee(s) becomes self-supporting, whichever is less. Refer to Sections 138 “undertaking” and 141 and Subsections 154(2) and (3) of IRPR.

## **5. RESPONSIBILITIES: SPONSORSHIP AGREEMENT HOLDER (SAH)**

In this Agreement:

- a) Prior to submitting the undertaking and based on available information, the SAH will make a preliminary assessment as to whether the applicant may meet the refugee eligibility criteria as defined in Section 139 of IRPR.
- b) The SAH by signing an undertaking assumes the responsibilities described therein for each named refugee. Once submitted and approved by CIC, the terms of the undertaking and the individuals named therein cannot be amended or changed without the written consent of the SAH. Refer to Sections 138 and 141 and Subsections 154(2) and (3) of IRPR
- c) The SAH responsibilities under special programs, including JAS, Blended Sponsorship and any future special programs, will vary according to the specific terms of those programs.
- d) The SAH is not required to continue providing care and lodging from the point the refugee is self-supporting but is still required to provide settlement assistance if necessary. The SAH must resume financial support if, at any time during the period of sponsorship, the refugee ceases to be self-supporting.
- e) The SAH may select and authorise a CG and/or a co-sponsor in the expected community of settlement, by signing the sponsorship undertaking

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form , to enter into a sponsorship undertaking together with CIC. All parties that sign this Agreement are jointly liable to fulfill the sponsorship obligations under the terms of this Agreement.

- f) The SAH must have sufficient resources and expertise to fulfil these responsibilities and must ensure that its CGs and Co-sponsors have adequate resources and arrangements to fulfil these responsibilities.
- g) The SAH and any CGs or Co-sponsors signing an undertaking on its behalf will all be jointly and severally or solidarily liable. Refer to Subsection 152(3) of IRPR. The SAH is responsible for alternative arrangements where the CG or Cosponsor does not assume these responsibilities.
- h) The SAH will ensure that a Settlement Plan is developed for each undertaking and, in the letter of approval (for JAS cases) for a CG and/or co-sponsor, will indicate that the Settlement Plan has been reviewed. The SAH will retain copies of Settlement Plans and provide CIC with a copy upon request
- i) New SAHs (and their CGs & Co-sponsors) will submit a copy of the Settlement Plan to CIC with each undertaking for the first 2 years of their Agreement.
- j) The SAH will provide its CGs and Co-sponsors with organisational assistance, advice, information and support required to meet the responsibilities of the undertaking.
- k) The SAH is responsible for monitoring its CGs or Co-sponsors and their individual undertakings. The purpose of the monitoring will be to provide support to the sponsor and the refugee in meeting respective commitments and responsibilities. When issues and problems arise which could lead to possible breakdown, the SAH will work cooperatively with CIC to resolve them.
- l) The SAH will promptly advise CIC of any change in persons authorised to sign letters of approval on behalf of the SAH and will ensure that such persons provide CIC with a completed *Sponsor Assessment Form (IMM5492)*.
- m) The SAH will report annually regarding the past year's sponsorship activities, and projected activities for the following year. See Appendix 3.
- n) The SAH will assume the responsibility to apply to renew its Agreement if it wants to continue to sponsor.

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### **6. RESPONSIBILITIES: CITIZENSHIP AND IMMIGRATION CANADA (CIC)**

In this Agreement:

- a) CIC will process undertakings of support for PSR cases in accordance with departmental priorities as governed by the objectives set out in section 3(2) of IRPA.
- b) CIC will communicate in a timely fashion with the SAH as per the communication benchmarks set out in Appendix 2.
- c) CIC will provide information packages and training on PSR Program.
- d) CIC visa officers will determine, in accordance with Section 139 of IRPR, whether the applicant is eligible and admissible for resettlement to Canada.
- e) CIC visa officers will base decisions on clear and transparent criteria. A refusal letter will refer to information provided by the applicant and the reason(s) why their application was refused.
- f) CIC will provide the refugee, to the extent possible, with pre-arrival orientation and information.
- g) CIC will facilitate the necessary arrangements for the refugee's travel from the point of departure to a domestic airport nearest to the community of settlement in Canada.
- h) CIC will provide the refugee access to the Immigrant Loans Program (ILP) in accordance with Section 289 of IRPR, IP19 and OP17.
- i) CIC will provide refugees access to Interim Federal Health (IFH) from the time they arrive in Canada pending coverage by their provincial health plans (90 days maximum after arrival in the province). Thereafter, refugees are eligible for partial limited coverage for the duration of the sponsorship period where provincial health care does not cover services provided by IFH.
- j) CIC will consult with the SAHs through the NGO-GOVT Committee on the PSR Program and on any proposed policy, regulatory or legislative change that is likely to affect this agreement.
- k) To foster mutual co-operation and respect, CIC will strive to ensure that the regulatory and policy framework for the PSR Program is always communicated to the SAH and that the SAH is kept up to date (and given an opportunity to provide input) respecting any changes that may need to be made from time to time.

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- l) CIC will report to the SAH on an annual basis on the overall sponsorship activities of the past year. See Appendix 3.
- m) CIC is responsible for monitoring the SAH, their CGs or Co-sponsors and individual undertakings. The purpose of monitoring will be to provide support to the sponsor and the refugee in meeting their respective commitments and responsibilities. CIC will ensure that the monitoring process is communicated with SAHs and will work cooperatively with the SAH to anticipate and/or resolve problems or issues that may arise.

### **7. SPONSORSHIP WITHDRAWAL**

- a) Sponsorship withdrawal refers to the cancellation of an undertaking or part thereof by the sponsor before the immigrant visa has been issued. Since an undertaking to sponsor is legally binding every attempt must be made to fulfil the commitment regarding the sponsorship. There are acceptable and unacceptable reasons for withdrawal. A Sponsorship Agreement may be cancelled or suspended if a disproportionate number of withdrawals for unacceptable reasons are made within one calendar year.
- b) Acceptable reasons for withdrawal of an undertaking include:
  - i. Change in the financial status of the sponsoring group that renders it unable to support the refugee(s) financially.
  - ii. Major change of condition, such as significant loss of membership so great, that will prevent the sponsoring group from fulfilling its sponsorship obligations.
  - iii. New information gained about the refugee family or their family in Canada that will result in demands the sponsor cannot meet. For example, the medical condition of a family member could require special care beyond the sponsor 's capability or the community of destination may lack required medical facilities or specialists.
  - iv. A visa officer determines that a refugee family requires more than 12 months settlement assistance and support to establish successfully and the sponsor does not have the financial resources or commitment from membership to provide that level of assistance.
  - v. Change in relationship between a SAH and its CG or Co-sponsor that makes the original sponsorship undertaking not feasible.

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- vi. A sponsor learns that the application is no longer viable, i.e. a refugee applicant does not meet the eligibility or admissibility criteria.
  - vii. Lengthy processing time that exceeds the estimated processing time for applications at that visa office.
  - viii. A sponsor has reasons to believe that the refugee will not remain in the expected community of settlement for the duration of the sponsorship period.
- c) Unacceptable reasons for withdrawal of an undertaking include:
- i. Withdrawing an application for a refugee in order to sponsor another refugee.
  - ii. Change of leadership in the sponsoring group.
  - iii. Loss of membership that does not necessarily impact the group's ability to sponsor.

### **8. SPONSORSHIP BREAKDOWN**

- a) Responsibility for a sponsorship breakdown may rest with the refugee(s), with the sponsor, with CIC, or may not be attributable to any party.
- b) When a SAH has delegated its sponsorship authority to a CG and or Co-sponsor and it appears that a sponsorship breakdown is imminent and attributable to the SAH, or CG or Co-sponsor, the SAH will make all reasonable efforts to co-ordinate alternate sponsorship arrangements. It may transfer the sponsorship responsibility to another CG or Co-sponsor or it may assume the responsibility itself.
- c) CIC recognizes that lengthy processing times that exceed the estimated processing time at a visa office may result in the inability of the sponsor to meet all of its obligations. In these circumstances, an assessment of breakdown will take place as per paragraph d) below.
- d) Responsibility for sponsorship breakdown will be assessed through a process of consultation between CIC, the SAH, the CG and/or Co-sponsor, the refugee(s), and other relevant parties. The final determination with respect to responsibility for a breakdown rests with CIC, subject to any review mechanisms that are in place.
- e) If the SAH and/or its CG or Co-sponsor are not held responsible for a breakdown of the sponsorship, the SAH and/or the CG or Co-sponsor are

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not held responsible for continuing financial support, whether in the sponsoring community of settlement or elsewhere.

- f) Where a sponsorship breakdown has occurred as result of secondary migration, and where the SAH and/or its CG or Co-sponsor are held responsible for the breakdown and therefore must provide continued financial support, the SAH and/or its CG or Co-sponsor will provide the financial support at the level required in the community of sponsorship even if the refugee's cost of living is higher in the new community of settlement.
- g) If a SAH is held responsible for the breakdown of the sponsorship, refer to Section 9 below.

### **9. SPONSORSHIP DEFAULT**

- a) If the SAH and/or its CG or Co-sponsor are held responsible for a breakdown, and where the refugee seeks support from CIC that would normally be provided by the sponsor, a default will be declared against the SAH and/or its CG and/or Co-sponsor and the provisions under Subsection 153(4) of IRPR will apply.
- b) When a SAH is declared in default, its agreement will be suspended until it ceases to be in default.
- c) When a CG and/or a Co-sponsor fails to respect either a financial or non-financial obligation in respect of an undertaking, and when the SAH assumes the financial or non-financial obligation in order that no default is declared by CIC, the SAH will notify CIC in writing whether a default should be declared against the CG and/or the Co-sponsor.
- d) When a SAH is in default, CIC will require reimbursement of funds provided to the privately sponsored refugee (PSR) as a result of the sponsorship breakdown, unless there are extenuating or exceptional circumstances.

### **10. SPONSORSHIP REVOCATION**

- a) CIC will revoke the approval of the undertaking as per Section 155 of IRPR
  - i. Where a sponsor poses a threat to the safety of the refugee, or
  - ii. Where the sponsor is unable to provide sufficient care, lodging and settlement assistance or cannot fulfill the responsibilities of the sponsorship.
- b) Where CIC intends to revoke the undertaking of a CG, the SAH will be

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consulted and given the opportunity to make alternate arrangements for the sponsorship.

### 11. GLOBAL CAPS AND SUB-CAPS

- a) On an annual basis, the Deputy Head or his/her Delegate may place a global cap on the total number of persons that SAHs may apply to sponsor.
- b) On an annual basis, The Deputy Head or his/her Delegate may place a cap on the total number of persons that an individual SAH may apply to sponsor.
- c) On an annual basis, The Deputy Head or his/her Delegate may place sub-caps on the total number of persons that SAHs may apply to sponsor from one or more Visa Offices overseas.

### 12. CANCELLATION OR SUSPENSION OF AN INDIVIDUAL AGREEMENT

- a) An individual agreement remains in effect unless:
  - i. Either party gives 90 calendar days written notice of its intention to cancel. In cases where the SAH gives notice to cancel, no further undertakings can be submitted by the SAH and/or its CGs and Cosponsors after such notice is received by CIC; or
  - ii. 36 months have elapsed since the SAH and/or its CGs sponsored any refugees under the authority of this Agreement, or
  - iii. The Deputy Head or the Deputy Head's delegate gives written notice that the Minister or the Minister's delegate is of the opinion that the SAH has contravened the terms of the Agreement.
- b) Subsequent to the signing of this Agreement, any action by the SAH or by one if its CGs or Cosponsors, that is determined by CIC to be a breach of the performance of or compliance with any of the responsibilities accepted through this Agreement, may result in the suspension or cancellation of this Agreement and the revocation of outstanding sponsorships.
- c) Prior to a decision by CIC to suspend or cancel an Agreement, the SAH will be given written notice of the issues that may lead to suspension or cancellation, including the opportunity to respond to the notice and the opportunity to rectify the situation. Suspension or cancellation will only occur upon final written notice by the Deputy Head or the Deputy Head's

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delegate; however, a verbal notice could precede a written notice.

### 13. AMENDMENT TO THE INDIVIDUAL AGREEMENT

When a significant change occurs to a SAH, which affects its ability to meet its responsibilities arising from this Agreement, this Agreement may be amended. CIC or the SAH may initiate the amendment.

### 14. REVIEW OR AMENDMENT TO THE AGREEMENT

- a) This Agreement remains in effect unless IRPA and its Regulations or policies in effect at the time it was entered into undergo fundamental change. Either CIC or the responsible authority for the SAH to which this Agreement pertains can initiate the process of reviewing this Agreement in writing.
- b) Either CIC or SAHs through the NGO-GOVT Co-chair may request a review of the terms of this Agreement framework or policies and procedures, which may necessitate an amendment.
- c) Notification by either party that this Agreement needs to be amended does not put the whole Agreement up for discussion, only the affected clauses.
- d) Where this Agreement is amended, all undertakings already approved are not affected.
- e) Notwithstanding CIC's Annual Planning process, to which SAHs contribute through their activity projections (See Appendix 3.2), from time to time exceptional situations may require limiting the processing of undertakings at a specific visa office or geographic region.
  - i. In exceptional circumstances such as the host government restricting the issuance of exit permits or as a result of CIC regional resource constraints, CIC may place a limit for a specific period of time on the number of persons for whom SAHs may submit undertakings in that geographic region.
  - ii. Prior to imposing the limit, CIC will consult with the SAH community through the NGO-GOVT Committee, including consultation on the length of time of the limitation and the review process on the time limitation. Undertakings submitted prior to the imposing of the limit would not be affected.
  - iii. Any such limitation as described in paragraph i) and ii) will be through a time specific amendment to this Agreement.
  - iv. Any limitation as described in paragraph i), ii) or iii) above does not

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limit the SAHs sponsorship activities in other geographic regions.

- v. During the consultations described in ii), CIC will cease from processing new undertakings until the consultations are over.

### **15. CONTINUANCE OF SPONSORSHIP AFTER CANCELLATION**

Any obligation of the SAH with respect to a privately sponsored refugee (PSR) and their accompanying and non-accompanying family member(s) who are admitted to Canada (or in receipt of a positive decision from the visa office) assumed under their Individual Agreement prior to the date of cancellation will not be subject to the cancellation but will continue in accordance with the terms of the Individual Agreement as if it had not been cancelled. The cancellation will apply to all sponsorships for persons not admitted to Canada or not in receipt of a positive decision from a visa office.

### **16. REINSTATEMENT**

In order to consider a request for a reinstatement of an individual agreement that has been suspended or cancelled for cause, the SAH will contact the Director of the Strategic Management and Coordination Division of the Integration Program Management Branch (IPMB) in writing. Reinstatement will occur when the Deputy Head or Deputy Head's delegate is satisfied that the condition that gave rise to the suspension or cancellation is rectified and that the SAH can fulfill its responsibilities under its Agreement. This may entail the review of the SAH's performance and most recent financial information and possibly altering or amending the original individual agreement.

### **17. RENEWAL OF A SPONSORSHIP AGREEMENT**

Pursuant to Section 16, renewal of a Sponsorship Agreement requires that an application for renewal be submitted to CIC. CIC will base its decision to renew and/or to amend the terms of the individual agreement on a review of the SAH's performance and most recent financial information.

### **18. ADMINISTRATION**

Provisions for the administration of this Agreement are described in the attached appendices, which flow from the Agreement, as follows:

1. Financial Guidelines
2. Communication
3. Reporting

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4. Joint Assistance Sponsorship Program

**19. TERMS OF THE SPONSORSHIP AGREEMENT**

This Agreement is valid for 2 years from the date that both the SAH representative and the CIC Deputy Head or his/her Delegate signs the agreement, as indicated in the Authorization clause below. On an annual basis, The Deputy Head or his/her Delegate will communicate to each SAH its individual cap and sub-cap (if applicable). All Individual Agreements that were in place prior to the signing of this Agreement are no longer valid.

**20: AUTHORIZATION**

**SAH CONTACT**

Wally Boxhill, Director  
Strategic Management and Coordination  
Division  
Integration Program Management  
Branch  
for the Minister of Citizenship and  
Immigration Canada

\_\_\_\_\_  
Signed this \_\_ day of \_\_\_\_\_ 20\_\_

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Signed this \_\_ day of \_\_\_\_\_ 20\_\_

## SPONSORSHIP AGREEMENT

### APPENDIX 1 FINANCIAL GUIDELINES

- a) IRPR require the sponsoring group to have sufficient resources to support the privately sponsored refugee (PSR) for the period determined in the undertaking, normally twelve (12) months.
- b) Varying amounts of funds to meet the basic costs of living are needed in different areas of Canada. The level of support which sponsors are expected to provide to the PSR(s) is expected to be at least that of the prevailing rates for provincial/municipal or social assistance in the expected community of settlement. The total sponsorship costs may be reduced through the donation of "in-kind" goods, which may include accommodation, furniture and clothing. Where practicable, the PSR should have the responsibility to manage his or her own financial affairs.
- c) The SAH may decrease the financial support provided if the PSR refuses to accept a reasonable job offer.
- d) SAHs and CGs and Co-sponsors acting on behalf of SAHs will not accept the payment of funds for the submission of a sponsorship from the PSR either before or after their arrival in Canada. However, any relatives in Canada or abroad may contribute funds to the resettlement.
- e) Privately sponsored refugees have no legal obligation, and cannot be made to enter into a legal obligation, to prepay or repay their sponsors for lodging, care and settlement assistance. Any sponsor who attempts to secure or does accept such prepayment or repayment will be considered by CIC to be in contravention of this Agreement.
- f) Sponsors are only responsible for financial obligations that they have agreed to in this Agreement.
- g) Privately sponsored refugees with financial resources must contribute to their own basic financial support. When the refugees have financial resources, they will retain the right to manage their own finances. SAHs will not require the refugee(s) to submit their funds for management by others.
- h) The standards for use of personal funds and income revenue applicable to GARs as described in IP3 may be applied to the refugees where such persons arrive with personal funds or begin to generate income and/or receive entitlements after arrival, unless the sponsor chooses to maintain a higher level of income support.
- i) The SAH may recover a one-time maximum payment of \$100 per application from the CG and Co-sponsor for direct administrative costs incurred in

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support of the application. Direct administrative costs include staff, rent, telephone, facsimile, postage, courier and photocopying. SAHs must maintain for one year a record of all fees collected, including receipts that verify related expenditures.

- j) A SAH or its CG or Co-sponsor may establish a trust fund to which a donor can be an individual, a group or an organization but not include the refugee(s). The individual rights and obligations of the sponsor, trustee and donor are set out in three different sources: Provincial law, Common Law Principles with respect to the law of trusts and the Trust Deed, which is drafted by the donor to establish the terms of the trust.
- k) It is the responsibility of the sponsor to ensure that the terms of the trust fund, including the respective rights and obligations, conform to the laws of the Province in which the deed is registered.
- l) The Trust Deed must clearly outline the terms of the trust fund which include the identity of the beneficiary, when and how funds will be disbursed and the outcome of the funds should the beneficiary not arrive in Canada. The deed should also stipulate whether the trust fund is for a specific refugee or whether it is a general charitable trust fund for the sponsorship of any and all refugees.
- m) In the event that the refugee is not accepted for resettlement in Canada, funds held in trust for the sponsorship of that refugee, including all accumulated interest, must be returned to the donor.

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## APPENDIX 2

### COMMUNICATIONS

#### BETWEEN SAHs, CIC LOCAL OFFICES AND VISA OFFICES

Effective communications between SAHs, local CICs inland and visa offices abroad are essential to partnership in the Private Sponsorship of Refugees (PSR) Program. In particular, the regular provision of processing information to sponsors can help to ensure that processing problems are resolved quickly and efficiently.

#### 1. PROCESSING "BENCHMARKS"

##### a) In-Canada:

- i. Local CIC offices will process sponsorship undertakings within 30 days of their receipt from the sponsor. If they are unable to meet this estimated processing timeframe, the local CIC will notify the sponsoring group's contact person and indicate approximately how long it will be before the undertaking is processed.
- ii. Local CIC offices will inform the sponsoring group's contact person as soon as possible upon receipt of a Notification of Arrival (NAT) from CIC National Headquarters.

##### b) Overseas:

Visa offices will establish regular communications with SAHs. These communications will be facilitated by the use of a standard form letter that will be used at two important "benchmarks" during the processing of an application:

- i. Receipt of the refugee application for permanent residence (IMM0008) and estimated time before an interview.
- ii. The outcome of the selection interview, and, pending the final results of the medical, security and admissibility checks, the estimated time to visa issuance. Refer to section 4 on Privacy below.

#### 2. CASE INQUIRIES FROM SPONSORS

Where a SAH has new information pertaining to the application or relevant to the applicant's safety, the SAH will provide such to the local CIC who will forward the information to the appropriate contact at the visa office abroad. Where the processing time of a case has exceeded the estimated processing time for the relevant processing stage, as indicated by the local CIC office or visa office, a SAH could request a status update.

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### 3. RESPONDING TO A NEGATIVE DECISION

- a) Where the application is rejected, the decision-maker will provide the applicant with a written explanation as to why the application was refused. Sponsoring groups can assist applicants in responding to a negative decision through the review mechanism as described below.
- b) IRPA does not provide for a direct appeal of a Visa Officer's decision on a refugee application. A refugee applicant who is refused abroad can seek leave for judicial review before the Federal Court of Canada (Trial Division).
- c) A judicial review of a decision is not an appeal on the merits of the case. The Court cannot substitute its decision for that of the decision-maker. Rather, the Court examines the process that led to the decision and determines if the process was fair and reasonable. If the Court determines that it was not, the Court may only "quash" the decision in question and order a redetermination. Judges cannot order what decision is to be made, although they may issue "directions" as to how the redetermination is to be carried out. The applicant has 60 days after being notified of the Visa Officer's decision to apply for leave and judicial review. In certain circumstances, the Court may extend this deadline. For more information on the judicial review process, consult Chapter 22 of the *Overseas Processing Manual (OP-22)*.
- d) A Visa officer will not revisit a decision that has already been made. The onus is on the applicant to provide all relevant evidence and information at their disposal in support of the application at the time of the initial interview. If an applicant whose case has been refused wants to provide new information or to claim that they are victims of changed circumstances, they must submit a new application based on the new information. In this case, a new sponsorship undertaking would also be required.
- e) Should a sponsor believe that the visa officer erred in his/her decision to refuse a case, details may be sent in writing to the Director of Case Review, Case Management Branch, National Headquarters, Citizenship and Immigration Canada (CIC). The sponsor must include the Consent to Release Form signed by the applicant.
- f) If a sponsor has concerns about possible misinterpretation of policies and procedures by officials of CIC, the sponsor may contact the Director of the Strategic Management and Coordination Division, Integration Program Management Branch, National Headquarters, Citizenship and Immigration Canada.

### 4. PRIVACY

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- a) Refugee applicants can authorize the disclosure of information regarding their case (e.g., reasons for refusal, details of their refugee story, medical conditions, etc.) to their sponsor. However, the applicant's signed authorization allows CIC to release information on a need to know basis only.
- b) If the refugee applicant does not authorize the disclosure of their personal information to the sponsor, the sponsor can only be provided with the overseas benchmark reporting information (IMM0008 received / approx. time to interview, notice of selection decision / and estimated time to visa issuance), and the arrival date.
- c) If authority to disclose personal information to the sponsor is not given, the SAH or its CG or Cosponsor will not receive a copy of the refusal letter.

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## APPENDIX 3

### REPORTING

#### SPONSORSHIP AGREEMENT HOLDERS (SAH)

Each SAH is expected to maintain a tracking system that will allow it to report the following information on its private sponsorship program to CIC on an annual basis:

**1. For the previous calendar year:**

- a) total of administration fees recovered from CGs or Cosponsors (refer to Appendix 1 (i))
- b) number of refugees sponsored
- c) number of refugee cases that were withdrawn or resulted in a breakdown.
- d) number of refugee cases approved and refused overseas.\*

**2. For the next calendar year:**

- a) person(s) authorized to sign on behalf of the SAH and contact details
- b) estimated number of persons to be sponsored and location/country if known

#### CITIZENSHIP AND IMMIGRATION CANADA (CIC)

CIC is expected to report on an annual basis to the sponsorship community via the NGO Govt Committee:

**For the previous calendar year:**

- a) number of PSR arrivals
- b) number of GAR arrivals
- c) estimated processing times and refusal rates by visa office

\* The extent of reporting required may be adjusted downward by CIC depending upon the availability of electronic data.

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## APPENDIX 4

### JOINT ASSISTANCE SPONSORSHIP PROGRAM

Joint Assistance Sponsorship (JAS) refers to a joint undertaking by a SAH or its CG and CIC to sponsor refugees requiring special assistance and whose admissibility depends upon this additional support to become established (henceforth referred to as JAS refugees). Refer to subsection 157(1) (2) of IRPR.

From time to time, visa officers interview refugee applicants who need more assistance than normally available for either GARs or PSRs in their first year of settlement. These JAS refugees could have physical or mental disabilities which could require treatment in Canada, be disadvantaged by their refugee experience (incidents of trauma or torture, long-term camp stays), or have unusual family configurations (single parent families with several young children, elderly refugees without other family, families consisting only of siblings, etc.) that could lead to socio-economic challenges during their early settlement period.

JAS refugee cases are a shared responsibility between the SAH, CIC and Resettlement Assistance Program (RAP) service providers. The JAS undertaking (IMM 1324) lists the respective obligations of the partners. All partners are encouraged to work collaboratively and may choose to modify their respective roles in the interest of helping the refugee resettle better.

In addition, CIC agrees to provide JAS refugees access to contributions from RAP according to program criteria.

The government provides income support for the period of the sponsorship and the private sponsors offer moral and emotional support and guidance while ensuring that the required settlement services are accessed.

In locations where there is no RAP service provider, CIC agrees to provide the JAS refugees with the same services through the local CIC office.