

MEMORANDUM OF UNDERSTANDING

Between

_____ **(the “Cosponsor”)**

and

The Office for Refugees, Archdiocese of Toronto (“ORAT”)

and

_____ **(the “Constituent Group” or “CG”)**

Concerning the resettlement of:

Refugee: _____

D.O.B: (DD-MMM-YYYY) _____ - _____ - _____; **Number of persons:** _____

Cosponsor Responsibilities: The Cosponsor will be fully responsible for the financial and non-financial aspects of settlement, integration and well-being of the refugee(s) for a period of one (1) year upon their arrival to Canada.

Full liability, determined by Immigration, Refugees and Citizenship Canada (“IRCC”) for _____ refugee(s) is currently \$ _____ CAD. The cosponsor is required to deposit 100% of the current liability \$ _____ CAD in the Central Refugee Account of the Archdiocese of Toronto (the “Account”) at the time of the signing of this document.

By signing this document the cosponsor agrees to set aside further funds that may be required to meet any additional liability requirements set by IRCC at the time of the refugee’s arrival to Canada, and to follow the IRCC’s financial guidelines outlined in Appendix 1.

ORAT will not submit the case to Immigration Canada unless the initial liability monies have been deposited to the Account.

Important note: All parties are aware that while settlement funds may come from various sources, they are not to come from the refugee, since this would be illegal.

The cosponsor hereby acknowledges that no monies have been received from the refugee for the purpose of resettlement,

The cosponsor confirms that ORAT did not require them or the refugee(s) to secure the services of any third party (i.e. immigration consultant) for the completion of any of the required forms related to this resettlement.

The cosponsor also agrees to provide the necessary non-financial aspects of settlement to the newcomer(s) as outlined in IRCC’s settlement plan, and to attend any ORAT information sessions which they are required to attend.

In addition, the cosponsor will follow the standards of conduct as outlined in Appendix 2.

The cosponsor will be deemed to be in default if it is unable to or unwilling to fully satisfy the obligations contained herein. ORAT will not proceed with any additional cases from the cosponsor until the default is rectified.

Use of Funds:

The deposited funds in the Account are to be directed to the settlement of the above refugee(s) as per the financial guidelines outlines in Appendix 1;

1. Upon arrival of the newcomer to Canada, the cosponsor can access the initial disbursement of deposited funds equal to one quarter (1/4) of the deposited monies. Such request is to be submitted by the cosponsor to ORAT using the Cheque Requisition Form, which can be obtained from the ORAT website at <https://www.archtoronto.org/refugee/Pages/Forms-2.aspx>. The request is to be made by the cosponsor at least 20 business days in advance of when the monies are required. The funds can be released on a quarterly basis at one quarter (1/4) of the monies deposited;
2. In the event that funds remain in the Account at the end of the sponsorship period, or the above refugee’s sponsorship application is rejected by IRCC, all deposited funds are to be returned to the cosponsor, or can be used in other sponsorship applications undertaken by the cosponsor;

ORAT’s Responsibilities: ORAT is responsible for the following:

ORAT will train, guide and assist the cosponsor throughout the resettlement process;

1. If necessary, ORAT may suggest/refer the cosponsor’s case to other parties that may be better suited to address the particular situation;
2. ORAT will assess all the information provided by the cosponsor and refugees to ensure compliance with Canadian laws and regulations; and
3. ORAT will refuse and close a case if it does not meet eligibility, admissibility, credibility or adaptability criteria or lack of cooperation from the cosponsor.

This agreement cannot be changed without the mutual consent of all parties, such consent not to be unreasonably withheld.

Agreed (*Please sign and date*):

Cosponsor

Cosponsor Signature

Please print name

Date (*DD-MMM-YY*): _____ - _____ - _____

Constituent Group (“CG”) Representative

CG Representative Signature

please print name

Date (*DD-MMM-YY*): _____ - _____ - _____

CG Name: _____

ORAT (Office for Refugees, Archdiocese of Toronto)

ORAT Signature

Please print name of signing officer

Date (*DD-MMM-YY*): _____ - _____ - _____

Appendix 1

Cosponsor Obligations

- a) The cosponsor to have sufficient resources to support the privately sponsored refugee(s) for twelve (12) months or until the refugee(s) become self-sufficient, whichever comes first.
- b) Varying amounts of funds to meet the basic costs of living are needed in different areas of Canada. The level of support which cosponsors are expected to provide to the refugees is at least that of the prevailing Resettlement Assistance Program (RAP) rates in the expected community of settlement. However, cosponsors should also consider other RAP and/or provincial/municipal social-economic benefits over and above the sponsorship cost table, such as (but not limited to) transportation allowance and/or health-related expenses. The total sponsorship costs may be reduced through the donation of "in-kind" goods, which may include lodging, furniture and clothing. Where practicable, the refugee should have the responsibility to manage his or her own financial affairs.
- c) Cosponsors are responsible for financial obligations that they have agreed to in this Agreement and the Sponsorship Undertaking.
- d) Cosponsors acting on behalf of refugees will not accept funds from the refugee(s) either before or after their arrival in Canada for the submission of a sponsorship nor as a prepayment or repayment for lodging, care and settlement assistance or as a deposit to guarantee they will remain with the cosponsor for one year post arrival. Any relatives or friends of the refugees may contribute their own funds to the SAH to assist in the resettlement costs for the refugees.
- e) Refugees with financial resources post-arrival must contribute to their own basic financial support. When the refugees have financial resources, they will retain the right to manage their own finances. Cosponsors will not require the refugee(s) to submit their funds for management by others.
- f) The standards for use of personal funds and earned income will follow the same standards as per the Resettlement Assistance Program (RAP), e.g., calculation of income support and personal assets, additional income incentive threshold, Canada Child Benefit, etc., however the cosponsor may choose to maintain a higher level of income support.

Canada Child Benefits (CCB):

Sponsors are not permitted to reduce income on account of newcomers receiving the Canada Child Benefits (CCB) *effective January 1, 2018*. Neither RAP or provincial social assistance programs claw back, or reduce retroactively, monthly payments once a family starts to receive the CCB. Sponsors are required to operate according to these guidelines. There is no specific guidance on how newcomers are to use their CCB. However, sponsors cannot require newcomers to use their money (including CCB) to contribute to the costs of settlement.

Earned Income:

Regarding earned income, the guidelines for RAP apply as follows: newcomers are permitted to earn up to 50% of their monthly RAP payment without incurring any deductions. If the earned income exceeds 50% of their monthly RAP payment, RAP will deduct dollar for dollar from the monthly payment.

- g) The cosponsor must provide sufficient income support to at least the minimum financial requirements as per RAP for the duration of the sponsorship period which is one year or less than one year if the refugee becomes self-sufficient. The cosponsor should first support the refugee(s) towards gaining self-sufficiency which can include enrolment in language training or obtaining employment counseling before encouraging them to find employment.
- h) In the event that the refugee is not accepted for resettlement in Canada, funds held in trust for the sponsorship of that refugee must be returned to the donor

Appendix 2

Cosponsor Additional Obligations

The cosponsor is responsible to complete any required forms and documents related to their case and to take the lead on any updates and actions required in a timely manner, while their sponsorship application is in process;

The cosponsor will assist ORAT with any communications with the refugee(s);

The cosponsor will check on the status of their file with IRCC on a regular basis (e.g. every 6 months); and

The cosponsor must update ORAT and IRCC about any changes related to their refugee application, e.g. change in family composition/ contact information.