ORAT
Office for Refugees
Archdiocese *of* Toronto

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# MEMORANDUM OF UNDERSTANDING

**Between**

_____

(the "**Cosponsor**")

and

_____

(the "**Constituent Group**")

and

**The Office for Refugees, Archdiocese of Toronto**
("**ORAT**")

**Concerning the Resettlement of:**

**Principal Applicant** ("**PA**"):

_____

*First, Middle, and Last Name*

**PA's Date of Birth:** _____ **Number of Persons:** _____

*DD-MMM-YYYY*

## 1. COSPONSOR AND CONSTITUENT GROUP ("CG") RESPONSIBILITIES

The Cosponsor and CG will be fully responsible for the financial and non-financial aspects of the settlement, integration, and well-being of the refugee(s) for a period of one (1) year following their arrival in Canada (the **"Settlement Period"**).

## 2. COSPONSOR AND CG FINANCIAL RESPONSIBILITIES

ORAT's cost of sponsorship is calculated using Immigration, Refugees and Citizenship Canada (**"IRCC"**) Start-Up and Resettlement Assistance Program (**"RAP"**) rates in effect at the time this Memorandum of Understanding is signed, based on the sponsorship of _____ refugee(s), plus a ten

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percent (10%) contingency. The contingency is intended to help cover any increases to Start-Up and RAP rates that may occur prior to or during the Settlement Period.

The Cosponsor or CG is required to deposit one hundred percent (100%) of ORAT's cost of sponsorship, in the amount of **$_____ CAD** (the **"Deposited Funds"**), with the Archdiocese of Toronto before ORAT's submission of the refugee sponsorship application (the "Case") to IRCC.

By signing this Memorandum of Understanding, the Cosponsor and CG acknowledges and agrees that it is responsible for providing any additional funds required to meet IRCC's Start-Up and RAP requirements in effect during the sponsored refugee's Settlement Period.

The Cosponsor and CG also agree to comply with IRCC's financial guidelines as set out in **Appendix 1**.

The Cosponsor and CG acknowledge and agree that they are financially responsible for all health-care costs incurred by the sponsored refugee(s) during the Settlement Period, which are not covered by the Interim Federal Health Program (**"IFHP"**) or the applicable provincial health-care plan (e.g., the Ontario Health Insurance Plan (**"OHIP"**).

The Cosponsor and CG acknowledge and agree that they are financially responsible for all required dental costs incurred by the sponsored refugee(s) during the Settlement Period, which are not covered by the Interim Federal Health Program (**"IFHP"**) or the Canadian Dental Care Plan (**"CDCP"**).

The Cosponsor and CG acknowledge that no funds have been received from the refugee(s) for this Case.

While any party to this Case may, at their own discretion and expense, retain the paid services of an Immigration Lawyer or Licensed Immigration Consultant to assist with the completion of forms required for this Case, the Cosponsor and CG acknowledge that ORAT did not require any party to this Case to retain the paid services of any third party for this purpose.

If ORAT identifies significant eligibility, admissibility or credibility concerns, or significant case complexity, during its assessment of this Case that would otherwise result in ORAT deciding to close the Case, ORAT may provide the Cosponsor and CG with the option of obtaining an independent assessment from an immigration lawyer approved by ORAT. The Cosponsor and CG may, at its sole discretion and expense, retain such a lawyer for the assessment and any additional legal work required in connection with the Case. All associated legal fees and costs shall be the sole responsibility of the Cosponsor and CG. The Cosponsor and CG's decision to proceed with this work does not bind ORAT to submitting the Case to IRCC.

## 3. COSPONSOR AND CG NON-FINANCIAL RESPONSIBILITIES

The Cosponsor and CG agree to provide all required non-financial settlement support to the arrived refugees(s) as outlined in the IRCC settlement plan, and to attend any information sessions that ORAT suggests the Cosponsor and CG attend.

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The Cosponsor and CG agree to comply with the standards of conduct set out in **Appendix 2**.

## 4. AGREEMENT DEFAULT

The Cosponsor and CG will be deemed to be in default if it is unable or unwilling to fully satisfy their obligations under this Memorandum of Understanding. In the event of default, ORAT will not proceed with any additional cases submitted by the Cosponsor and CG until the default has been fully rectified.

## 5. USE OF FUNDS

The Deposited Funds will be used for the settlement of the above-named refugee(s) in accordance with the financial guidelines set out in Appendix 1.

1. **Initial Disbursement:** ORAT will issue the first disbursement to coincide with the refugee(s)' arrival date. The amount of the initial disbursement will be calculated based on the IRCC Start-Up and RAP rates in effect during the Settlement Period and will be equivalent to the applicable Start-Up Funds plus three (3) months of RAP.
2. **Remaining Disbursements:** Each of the three (3) remaining installments will be disbursed automatically and will be equivalent to three (3) months of the applicable monthly RAP rate or 1/3$^{rd}$ of the remaining balance of the Deposited Funds.
3. **Remaining Balance or Refused Application:** If a balance remains at the end of the Settlement Period, or if the above-mentioned refugee sponsorship application is rejected by IRCC, any remaining Deposited Funds will be returned to the Cosponsor and CG or, at the Cosponsor's and CG's option, may be applied toward another refugee sponsorship application undertaken by the Cosponsor and CG.

## 6. ORAT'S RESPONSIBILITIES

ORAT will be responsible for the following:

1. **Training and Guidance:** ORAT will train, guide, and assist the Cosponsor and CG throughout the resettlement process.
2. **Referrals:** Where necessary, ORAT may suggest or refer the Cosponsor's and CG's case to other organizations, agencies, or professionals that may be better suited to address particular aspects of the case.
3. **Assessment:** ORAT will assess the information provided by the Cosponsor and CG and the refugee(s) to determine whether the application complies with applicable IRCC requirements.
4. **Refusal or Closure:** ORAT may refuse to submit the case to IRCC if the case does not meet applicable eligibility, admissibility, credibility, or adaptability criteria, or if there is insufficient cooperation from the Cosponsor and/or CG. The decision to refuse or close a case rests solely with ORAT.

## 7. AMENDMENTS

This Memorandum of Understanding may not be amended or otherwise changed without the mutual written consent of all parties. Such consent will not be unreasonably withheld.

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## 8. ACKNOWLEDGEMENT AND SIGNATURES

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Memorandum of Understanding.

**Cosponsor**

_____ _____

*Cosponsor Signature* *Please print name*

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

**Constituent Group (CG)**

_____ _____

*CG Signature* *Please print name of signing officer*

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

**Office for Refugees, Archdiocese of Toronto (ORAT)**

_____ _____

*ORAT Signature* *Please print name of signing officer*

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

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## Appendix 1

## Cosponsor and Constituent Group Obligations

a) The Cosponsor and Constituent Group ("CG") must provide one-time start-up support and ongoing monthly income support in line with the minimum financial requirements as per the Resettlement Assistance Program (RAP), including rates and policies for the duration of the sponsorship period, which is one year, or until the refugee becomes self-sufficient.

b) The level of financial support which sponsoring groups are expected to provide to the refugees must, at a minimum, match the prevailing RAP rates and policies in the expected community of settlement. However, Cosponsors and CGs should also ensure contingency plans are in place for other RAP and/or provincial/municipal socio-economic benefits that may be needed, such as (but not limited to) maternity and newborn allowances, and health-related expenses not covered through the Interim Federal Health Program (IFHP) or provincial health insurance plans. Sponsorship costs collected must align with RAP rates and policies. 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 their own financial affairs.

c) The Cosponsor and CG are responsible for financial obligations that they have agreed to in this Agreement and the Sponsorship Undertaking.

d) The Cosponsor and CG are no longer required to provide financial support if the refugee(s) becomes financially self-sufficient (see definition) but is still required to provide settlement assistance as needed. The Cosponsor and CG must resume financial support if, at any time during the sponsorship period, the refugee ceases to be self-sufficient.

e) The Cosponsor and/or CG will not profit financially from the sponsorship of refugees. SAHs will exercise due diligence to ensure Cosponsors and CGs comply with this requirement.

f) The Cosponsor and CG 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 sponsor for one year post arrival. Any relatives or friends of the refugees may contribute willingly their own funds to the SAH to assist in the resettlement costs for the refugees.

g) The Cosponsor and CG will not require anyone, including the refugee(s) who are privately sponsored and their relatives, to do activities not related to the sponsorship and settlement of the refugees. For example, the Cosponsor and CG will not require anyone to take membership in, volunteer for or participate in activities, meetings or functions, or pay fees (including in the form of donations) in return for sponsoring the refugees and receiving settlement assistance.

h) The Cosponsor and CG will not act as a paid representative and charge associated fees and will

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not require that refugees or their relatives or friends use services of a paid representative for the purpose of a Sponsorship Application.

i) 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. The Cosponsor and CG will not require the refugee(s) to submit their funds for management by others.

j) Canada Child Benefits (CCB): Sponsors are not permitted to reduce income on account of newcomers receiving the Canada Child Benefits (CCB). Neither RAP or provincial social assistance programs claw back, or reduce retroactively, monthly payments once a family starts to receive the CCB. There is no specific guidance on how newcomers are to use their CCB. The refugee(s) is to use CCB towards the cost of settlement should the provided RAP support be insufficient to cover the refugee's expenses.

k) Earned Income**:** Under the Resettlement Assistance Program (RAP) guidelines, newcomers may earn net employment income of up to 50% of their monthly RAP entitlement without any reduction in their assistance. If their net income exceeds this 50% threshold, the Cosponsor and Constituent Group (CG) may deduct an amount equal to the excess income, dollar for dollar, from the monthly payment.

l) 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 and CG may choose to maintain a higher level of income support.

m) The Cosponsor and CG should support the refugee(s) in gaining self-sufficiency which can include enrolment in language training, employment counseling, and employment.

n) If the refugee is not accepted for resettlement in Canada, funds held in trust for the sponsorship of that refugee(s) are to be returned to the donor.

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## Appendix 2

### Cosponsor and Constituent Group Additional Obligations

a) The Cosponsor and/or Constituent Group ("CG") are responsible for completing 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;

b) The Cosponsor and/or CG will assist ORAT with any communications with the refugee(s);

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

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