**AGREEMENT TO SPONSOR REFUGEES (Church or Organization)**

**Between:**

**Mennonite Central Committee Canada**

**(hereafter called “MCC”)**

**-and-**

**[name of church or other organization]**

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 **(hereafter called “the CG”)**

**Background:**

* MCC feels called to welcome resettled refugees to Canada as one way to build peace and justice in Canada and around the world.
* When staff resources allow and the goals of a group outside MCC’s core constituency are in line with MCC’s goals to implement the Canadian government’s Private Sponsorship of Refugees Program (PSRP) such groups are also welcome to partner with MCC.
* Such churches and other organizations are designated as Constituency Groups (CGs) by Citizenship and Immigration Canada (CIC) under the PSRP.
* As a Sponsorship Agreement Holder (SAH), MCC has entered into certain legal commitments and binding obligations with CIC, and is ultimately responsible to CIC for the manner in which CG’s whom it has approved carry out their activities in sponsoring and working with a refugee family.
* Mennonite Central Committee (British Columbia) (hereafter called “MCCBC”) is a related, registered charity operating within British Columbia, to whom MCC has delegated some of its responsibilities for local implementation of refugee sponsorships, and is MCC’s authorized agent for CGs and refugees sponsored in British Columbia.
* The church/organization listed above has approached MCC and expressed their desire to partner with MCC in sponsoring a refugee family, as an approved CG.
* This Agreement sets out the mutual commitments and obligations being undertaken by MCC and the CG with respect to sponsorship of the refugee family assigned to the CG under the PSRP.

**Sponsoring Refugees is a Charitable Act**

The Sponsorship Agreement, which MCC has signed with CIC, requires that a Sponsorship Agreement Holder (SAH) and its Constituency Groups (CGs) may not profit financially in any way through the sponsorship of refugees.

Accordingly, the CG 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.
* Privately sponsored refugees 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.
* The refugee’s relatives in Canada or abroad may voluntarily contribute funds to the resettlement of the refugee family, if able and willing to do so, but they must not expect reimbursement (financially or in kind) for doing so from the sponsored refugee, and the CG will not participate in, nor facilitate, any such transaction.

The CG is jointly and severally responsible for financial obligations the undersigned have collectively agreed to in the Sponsorship Undertaking signed with CIC. 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 (CIC form IMM-5373), MCC and the CG 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. The authorized signing officers of the CG will sign the Sponsorship Undertaking which binds the CG to provide the financial and moral support of the refugee(s) which they have agreed to sponsor;
2. Reception – members of the CG will meet and welcome the refugee(s) upon arrival in the community;
3. Lodging – The CG will provide suitable accommodation, basic furniture and other household essentials for the refugee(s);
4. Care – The CG will provide food, clothing, local transportation and other basic necessities of life to the refugee(s);
5. 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;
6. Details of the types of support described above will be outlined in a Settlement Plan (CIC form IMM-5440) which will be completed and signed by authorized signor for the CG and MCC.

**Scope of Financial Commitment for CG Members**

Before MCC will submit a completed Sponsorship Undertaking agreement to CIC, the CG must satisfy MCC 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. 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.

**Obtaining Charitable Donation Status for Financial Support**

Option #1

If the CG members are members of a registered charity which is encouraging and supporting them in their refugee sponsorship undertaking, financial donations from CG members or from persons assisting them to meet the collective commitment may be eligible for a tax deductible donation receipt from the registered charity with which they are affiliated. For example, Canada Revenue Agency advises that a church 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. The refugee fund of the CG therefore operates as a benevolent fund within that charity’s budget. Congregation and community members may support such a refugee fund and obtain tax deductible donation receipts if the following steps are followed:

1. The registered charity’s board, by a formal motion, must endorse or affirm that “refugee sponsorship is a mission of the congregation, organization or group.”
* 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.
1. The registered charity’s board must designate a budget line for refugee sponsorship and must oversee the distribution of refugee sponsorship funds. The donors must make their donations to the charity, designated for this refugee sponsorship fund. All money disbursed by the registered charity out of that fund for the benefit of the sponsored refugee(s) must be accounted for and the transactions recorded.

Option #2

A CG which is not a registered charity, or whose charitable objects do not fit well with the sponsorship of refugees may apply to MCCBC to assist the CG in managing its funds and providing charitable donation receipts, provided MCCBC’s conditions of operation of such an account are met and the CG sign its MOU regarding the setting up of a Refugee Resettlement Designated Account (RRDA – Addendum A). If these conditions cannot be met by the CG, an RRDA cannot be set up.

If the CG raises more funds than it needs for its particular sponsorship commitment, any excess and unused funds will not be returned to donors, but will remain the property of MCC, to be redirected to related refugee resettlement efforts.

**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 (chapter 1P3), may also be applied to PSRs who arrive with personal funds or who begin to generate income or receive entitlements after they arrive.

If such conditions exist where the refugee has other sources of income before the 12 month period expires, and funds are received by MCCBC through Option #2, disbursements from the RRDA will be adjusted. If this adjustment results is excess funds in the RRDA, these funds will be redirected by MCCBC to related refugee resettlement efforts.

As a general operating principle, PSRs who have their own financial resources should contribute to their basic financial support. Those who have such financial resources retain the right to manage their own finances and MUST NOT submit their funds to their sponsors to manage (although providing assistance in familiarizing the refugee(s) with the Canadian banking system is certainly appropriate and necessary).

**Working with Vulnerable Populations and Protecting Refugees**

Because resettled refugees are considered a vulnerable population, all members of the CG who will work directly with PSRs are required to authorize MCCBC to obtain a criminal background record check and a child abuse registry record check, as a pre-condition for MCCBC submitting the Sponsorship Undertaking to CIC. All costs related to obtaining a criminal background record check and a child abuse registry record check must be paid by the CG. MCCBC will maintain files related to background checks and will advise the CG of any concerns.

The only exception to this requirement will be for CG members who have already undergone such a background check within the last six months by another charity (such as a church congregation) which is supporting their refugee sponsorship effort. For such individuals, the CG members working with the refugee(s) will be considered the volunteers of those congregations or registered charities, and not as volunteers of MCC.

All members of the CG who plan to work directly with, interact or provide transportation to PSRs, are also required (for their own protection and that of MCC) to provide MCC with proof of standard auto insurance coverage carrying a valid motor vehicle insurance policy carrying third party liability coverage of not less than $1,000,000.00 for any vehicles in which PSRs are likely to be transported during the year of sponsorship commitment.

The CG will provide MCC with a Certificate of Insurance, confirming not less than $2,000,000 Commercial General Liability coverage including Non-Owned Automobile Liability, $2,000,000 Directors and Officers Liability coverage, $2,000,000 Occurrence From Abuse Liability coverage, all to include MCC as Additional Insured.

**Structure and Administration of the Relationship between MCC and the CG**

In order for the sponsorship to be well managed, the CG will:

* Designate a primary and secondary contact person. Phone and email address for these contacts will be provided to MCCBC and if there is a change, MCCBC will be notified.
* Work cooperatively with MCCBC as its staff assess the viability of a sponsorship.
* The designated representative for the CG will sign a Settlement Plan that is approved by MCC.
* The designated representative of the CG will sign the Sponsorship Undertaking on behalf of the entire CG, for the sponsorship. He or she will ensure that the CG understands the obligations that it is agreeing to corporately. NOTE: By signing this agreement, the undersigned CG agrees to be bound by Sponsorship Agreement and Settlement Plan (and any other necessary documentation) signed on their behalf by the CG’s designated representative.
* Report to MCCBC any changes in the composition of the group that may have an impact on the Settlement Plan, such as members moving away, unexpected financial problems or conflict within the CG or with the resettled refugee.
* Provide a financial report of funds used for the refugee family using the Fund Disbursement Report included as Addendum B, along with supporting receipts. (Only applies if funds are received through MCCBC under Option #2)
* Report to MCCBC if the resettled refugee moves or has a change in family composition through events such as births, deaths, marriages or divorce.
* Report to MCCBC at its one month (baseline), six month and 12 month point of resettlement for MCC’s data collection and reporting obligations to CIC.
* Allow a representative of MCCBC to visit the resettled refugee at any time that is convenient for the resettled refugee.
* If significant problems arise with the sponsorship that are required to be brought to the attention of CIC, MCC will be responsible for such contact and communication with CIC. The CG will cooperate with MCCBC in obtaining and providing any necessary information and records for such purposes.

MCC will provide the following:

* Support in assessing the viability of a sponsorship before a Sponsorship Undertaking is signed, through MCCBC personnel.
* Support from MCCBC personnel in filling out all necessary sponsorship documentation and monitor the application as it is processed by CIC.
* Information on the expected arrival date for the newcomers as soon as that is known. CGs should note that sometimes the Notice of Arrival Transmission (NAT) does not come from CIC until shortly before the arrival of the newcomers, and be prepared to respond accordingly.
* MCCBC staff will remain available to the CG and the resettled refugee(s) for consultation and support throughout the resettlement period.
* MCC will advise the CG and the newcomers on their transition out of the official sponsorship period.

**Issues Arising in Completion of a Sponsorship**

MCC is contractually responsible to CIC for successful completion of each Sponsorship Undertaking by its CGs, and depends upon CIC to provide refugees for placement with CGs (unless in the case of a named sponsorship). MCC is required to periodically monitor and assess each refugee placement with a CG and provide reporting back to CIC. Circumstances can also change, for reasons that are unforeseen and uncontrollable, as the one year sponsorship commitment proceeds. The CG therefore acknowledges and agrees that:

* There is no guarantee that they will be assigned a particular refugee group or family which the CG may have requested. The CG will be flexible and work collaboratively with MCCBC personnel if the refugee group or family ultimately placed with the CG is different than expected.
* The CG will promptly respond to reasonable, periodic requests from MCCBC refugee program personnel for financial reports and progress updates.
* The CG will consult with MCCBC refugee program personnel, ask for guidance and assistance if significant issues arise with the PSRs whom they have sponsored, and comply with such advice to the best of their ability.
* MCC retains the right to determine, in its discretion, that a particular sponsorship has failed (for a variety of reasons and not necessarily as the fault of any individuals) and in such cases MCC may cancel a sponsorship and discontinue the placement of affected PSRs with a CG.
* Such a sponsorship breakdown will not relieve the CG from its financial commitments for the full sponsorship period, and funds that have been raised for their Sponsorship Undertaking are not returnable.
* The CG will indemnify MCC and MCCBC if any legal claims are brought against it as a result of alleged negligence or misconduct on the part of a CG member which has allegedly caused harm or injury to a PSR.

**Contact Persons and Designated Representative of the CG**

Primary Contact: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Contact: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information for Authorized Signor, if different than above.

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To signify our acceptance and intention to be bound by this Agreement, the undersigned have each signed this Agreement below, on the date indicated beside our respective signatures.

 Mennonite Central Committee (British Columbia) as agent for Mennonite Central Committee Canada

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print full name and title signature

I have authority to bind MCC Canada

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of church or organization]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print full name and title signature

I have authority to bind the organization