

GUIDELINES, PROCEDURES, AND RESPONSIBILITIES

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.

2. PURPOSE

The purpose of this Agreement is to define the responsibilities of the Parties under the administration and the implementation of the Private Sponsorship of Refugees (PSR) Program and the Blended Visa Office Referred (BVOR) Program, Visa Office Referred (VOR) Program and Joint Assistance Sponsorship (JAS) Program.

3. AGREEMENT

The following documents and any amendment thereto form the Agreement between the Department of Immigration, Refugees and Citizenship Canada (IRCC) 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 – Definitions

4. PRINCIPLES

a) The private sponsorship of refugees is, in part, a partnership between SAHs and IRCC wherein each relies on the other to fulfill their responsibilities so that the programs can succeed. Both parties will act in good faith in the implementation and administration of this Agreement.

b) The refugees who are sponsored under the PSR program are in addition to the number of Government-Assisted Refugees (GARs) whom IRCC resettles in Canada each year.

c) The partnership created by this Agreement provides a framework where SAHs may also collaborate with IRCC to respond to special measures, United Nations High Commissioner for Refugees (UNHCR) appeals, emergency humanitarian situations, or in cost-sharing agreements. The Department and sponsors may also collaborate to support refugees with specific needs. (See BVORs, VORs and JAS in Definitions.)

d) IRCC may refer refugees who require private sponsorship to a SAH for its consideration. SAHs may submit sponsorship undertakings to IRCC for refugees they wish to sponsor.

e) To the extent possible, it is IRCC policy to keep family units intact.

f) Any discussion or proposal to change the IRPR that may affect this Agreement will consider the principles stated in this Agreement and the impact on sponsored refugees, private sponsors, and IRCC.

g) SAHs, Constituent Groups and Co-sponsors will not profit financially from the sponsorship of refugees.

h) SAHs will not require that refugees prepay or repay their sponsors for lodging, care and settlement assistance or their sponsorship in general.

i) No one including the refugees who are privately sponsored will be required to take membership in, make donations, volunteer for or participate in activities, meetings or functions associated with the sponsoring group, or pay fees for their sponsorship or for immigration advice in order for the refugees to be sponsored and receive care, lodging and settlement assistance.

j) Permanent residents have freedom of movement, but sponsors may not be responsible for continued support if refugees decide to move outside their community of settlement.

k) Sponsored refugees who are able, have a duty to aspire toward self-sufficiency and both IRCC and sponsors need to encourage those aspirations.

5. RESPONSIBILITIES: SAH

As per this Agreement, the SAH has the following responsibilities

a) Prior to submitting a Sponsorship Application 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 and/or, Constituent Group (CG) and Co-sponsor must reside in the community of settlement or have at least 2 representatives to meet the residency requirement of IRPR 153 (1) (a). Representatives can include relatives, friends or other contacts in the new community of settlement.
- c) All family members listed on the Principal Applicant's (PA) Permanent Resident Visa Application – whether accompanying or not – must also be listed in the Sponsorship Undertaking.
- d) The SAH may submit Sponsorship Applications confirming their support for the refugees they wish to sponsor providing that the SAH has sufficient cap space within the Global Cap. If the SAH does not have sufficient cap space, the Sponsorship Application will be returned.
- e) The SAH as an official Sponsorship Agreement Holder may not become a Community Sponsor. Should SAH representatives choose to also participate as signatories to a Group of Five sponsorship, they should only be doing so as a personal commitment, both in terms of financial & settlement support. This would not impact their involvement with their SAH nor would it impede the SAH's responsibilities to fulfil its sponsorship commitments.
- f) The SAH will ensure that a Settlement Plan is developed for each Sponsorship Undertaking.
- g) Newly approved SAHs (and their CGs & Co-sponsors) will submit a copy of the Settlement Plan to IRCC with each Sponsorship Application for the first two years of their Agreement.
- h) The SAH will ensure that the CG and/or Co-sponsor (if applicable) and PA is notified if the Sponsorship Application is returned or refused.
- i) The SAH will encourage the refugees to access settlement and other support services.
- j) The SAH responsibilities under special programs, including JAS, BVOR, and VOR sponsorship and any future special programs, may vary according to the specific terms of those programs and would be clarified in writing by mutual consent of the participants.

k) By signing the Sponsorship Undertaking, the SAH assumes the responsibilities described therein for each individual being sponsored. Once submitted and approved by IRCC, 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.

l) The SAH may select and authorise a CG or a Co-sponsor in the expected community of settlement to jointly enter into a sponsorship commitment with IRCC, by signing the Sponsorship Undertaking form. All parties that sign the Sponsorship Undertaking Form are jointly liable to fulfill the sponsorship obligations under the terms of this Agreement. Refer to subsection 153 (2)) of IRPR. Where the CG or Co-sponsor does not assume these responsibilities, the SAH will be held solely responsible for making all alternative arrangements.

m) The SAH will exercise due diligence in screening volunteers and staff involved with the settlement of refugees. This may include Constituent Groups, relatives, friends or Co-sponsors.

n) The SAH must have sufficient resources and expertise to fulfil its sponsorship responsibilities and must ensure that it's CGs and Co-sponsors have adequate resources and arrangements to fulfil these responsibilities.

o) The SAH will provide its CGs and Co-sponsors with organizational assistance, advice, information and support required to meet the responsibilities of the Sponsorship Undertaking.

p) While permanent residents have freedom of movement under Canadian Law, the SAH will encourage the sponsored refugees to remain in the same community of settlement as their sponsors or representatives to avail themselves of the support offered.

q) The SAH is no longer required to provide financial support if the refugee becomes self-sufficient 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-sufficient.

r) The SAH is responsible for monitoring its CGs or Co-sponsors and the refugees listed on their individual Sponsorship Undertakings. The purpose of the monitoring will be to provide support to the sponsor and the refugee in meeting respective commitments and responsibilities.

- s) When issues or problems arise post-arrival which could lead to possible breakdown, whether with refugees, or with CGs or Co-sponsors, the SAH will inform and work cooperatively with IRCC to resolve the situation without delay.
- t) The SAH will report annually to IRCC of any change in organization governance structure, including (but not limited to); Board of Directors (or equivalent), Treasurer (or equivalent). The SAH will promptly advise IRCC of any change in persons who are authorised to sign and submit the Sponsorship Application forms on behalf of the SAH. All persons in these positions must be eligible to be a party to a sponsorship under section 156(1) of the IRPR and may be subject to background screening.
- u) The SAH will report annually regarding the past year's sponsorship activities, and projected activities for the following year. See Appendix 3.
- v) The SAH will assume the responsibility to apply to renew its Agreement if it wants to continue to sponsor before the Agreement's expiration date (applicable to new SAHs with an Agreement validity date less than five years).

6. RESPONSIBILITIES: IRCC

As per this Agreement, IRCC has the following responsibilities:

- a) IRCC will approve or refuse Sponsorship Applications for privately sponsored refugee cases in accordance with departmental priorities as governed by the objectives set out in IRPA and the IRPR.
- b) IRCC will approve or refuse Applications for Permanent Residence in accordance with the IRPA and the IRPR, whether the refugee applicant is eligible and admissible for resettlement to Canada.
- c) IRCC will communicate in a timely fashion with the SAH as per the communication benchmarks set out in Appendix 2.
- d) IRCC 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.
- e) IRCC will, to the extent possible, provide access to pre-arrival orientation and information.

f) IRCC 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.

g) IRCC will provide the refugee access to the Immigration Loans Program (ILP) in accordance with Section 289 of IRPR.

h) IRCC will make all reasonable efforts to carry out its processing responsibilities within reasonable timelines. IRCC acknowledges that failing to do so may negatively impact a sponsor's ability to fulfill its responsibilities under this Agreement and the Sponsorship Undertaking and may contribute to sponsorship withdrawal or breakdown. When a sponsor is so affected, IRCC will work with the sponsor to determine a mutually agreeable solution regarding the commitments made to the refugee applicant.

i) IRCC will support the provision of information packages and training on the PSR, BVOR, VOR and JAS Programs via the Refugee Sponsorship Training Program (RSTP).

j) IRCC will provide refugees with access to the Interim Federal Health Program (IFHP) pre-arrival to cover the costs for their Immigration Medical Exam and from the time they arrive in Canada pending coverage by their provincial health plans (in accordance with Program guidelines). 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.

k) IRCC is responsible for monitoring the SAH, their CGs or Co-sponsors and the refugee applicants listed on their individual Sponsorship Undertakings. The purpose of monitoring will be both to ensure that the sponsor and the refugee are meeting their respective commitments and responsibilities and to provide support when required. IRCC will ensure that the results of the monitoring process are communicated with SAHs and will work cooperatively with the SAH to anticipate or resolve problems and issues that may arise.

l) IRCC will consult on a regular basis with SAHs through the NGO-Government Committee on matters pertaining to the private sponsorship of refugees including any proposed policy, regulatory or legislative change and anything that is likely to affect this Agreement.

m) IRCC will strive to ensure that the regulatory and policy framework for the PSR, BVOR, VOR and JAS Programs is always communicated to the SAH

community and that the SAH Association is given an opportunity to provide input through their representatives regarding any changes that may need to be made.

n) IRCC will report to the NGO-Government Committee on an annual basis on the overall sponsorship activities of the past year. See Appendix 3 for further 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

19. TERMS OF THIS AGREEMENT

a) (Applicable for new SAHs only) Subject to Paragraph 17, this Agreement is valid for 2 years from the date of the last signature hereto and will remain in effect until suspension or cancellation in accordance with Paragraphs 14 and 15 of this Agreement. The Agreement may be renewed after two years following an IRCC review of the SAH's ability to fulfill its responsibilities as set out in this Agreement and the IRPA and IRPR and most recent financial information.

b) Subject to Paragraph 17, this Agreement is valid for a maximum of 5 years from the date of the last signature hereto and will remain in effect until suspension or cancellation in accordance with Paragraphs 14 and 15 of this Agreement. The Agreement may be renewed earlier following an IRCC review of the SAH's ability to fulfill its responsibilities as set out in this Agreement and the IRPA and IRPR and most recent financial information.

20: SIGNATURES SAH CONTACT

Signed this day of -----20---

IRCC Signatory Director Strategic Management and Coordination Division for the Minister of Immigration, Refugees and Citizenship

Signed this-----_day of 20-----

APPENDIX 1

FINANCIAL GUIDELINES

- a) IRPR requires the SAH 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 sponsoring groups 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, SAHs 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) SAHs are responsible for financial obligations that they have agreed to in this Agreement and the Sponsorship Undertaking.
- d) The SAH may recover a one-time maximum payment of \$250 per application from the CG and Co-sponsor for direct administrative costs incurred in support of the application. Direct administrative costs include rent, staff, accounting fees, telephone, facsimile, postage, courier, and photocopying. SAHs must maintain for one year a record of all fees collected. These costs cannot be imposed on or required from the refugees.
- e) As per Section 4 g) of this Agreement, SAHs and CGs and Co-sponsors acting on behalf of SAHs 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 their own funds to the SAH to assist in the resettlement costs for the refugees.

f) The SAH will not act as a paid representative and charge associated fees, and will not require, that refugees or their relatives or friends use services of a paid representative for the purpose of a Sponsorship Application.

g) 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. SAHs will not require the refugee(s) to submit their funds for management by others.

h) 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 SAH may choose to maintain a higher level of income support.

i) The SAH 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 SAH 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.

j) A SAH or its CG or Co-sponsor may establish a trust fund through donors who can be an individual, a group or an organization. However, the donor may not be the refugee(s). The individual rights and obligations of the sponsor, trustee and donor are set out in the terms of the trust.

k) 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.

19 Effective January 1, 2018

APPENDIX 2

PRIVACY AND COMMUNICATIONS BETWEEN A SPONSORSHIP AGREEMENT HOLDER AND IRCC

Protecting Client Information

Under the Privacy Act, IRCC is required to protect applicants' personal information regardless of an individual's immigration status or location, even if they have never been to Canada.

While opportunities exist to in the application documents to enable a refugee applicant to authorize personal information to be shared with a designated representative from a SAH, CGs or Co-sponsors, the applicant need not do so. The refugee applicant can also authorize limited personal information sharing to an individual. Both are optional.

IRCC is committed to ensuring that it has taken reasonable means to ensure the identity of any third party authorized by the client. The department is not liable for the misuse of this information by the third party, including the electronic disclosure of personal information to a third party

Principal Applicant's Authorization for Information Sharing

Generic Application Form IMM008 and Schedule 2, and Schedule A

As part of the generic application (IMM 0008), the refugee applicant will need to authorize and acknowledge that their personal information will be available to IRCC and the Canada Border Services Agency (CBSA) employees who need to see it in order to provide services related to the application process. The applicant will know that this information is not disclosed to other organizations or individuals, except as permitted under the provisions of the Privacy Act or the Citizenship Regulations.

In Schedule 2, Section D of the IMM 0008, the refugee applicant can authorize the release of personal information to: the UNHCR; the IOM; organizations under contract to, or with an MOU with IRCC, including those providing settlement services upon arrival, including provincial/territorial health authorities.

Schedule 2, Section D also provides authorization for the release of information to potential sponsorship groups who may be interested in sponsoring.

Use of Representative Form (IMM5476)

Once the name of a potential PSR designated representative from a sponsoring SAH, their CGs or Co-sponsors is known, a Use of Representative Form (IMM5476) may be submitted designating that person as an individual with whom applicants' information may be disclosed by IRCC. The form can be submitted either with the Sponsorship

Application, or directly to the Migration Office at any point to allow for the designated sponsor representative to act on behalf of the refugee applicant.

Designated PSR representatives from SAHs, CGs or Co-sponsors must be unpaid (do not charge a fee) and are required to sign and date the acknowledgement of their responsibilities. IRCC should always have the current and correct contact information of the authorized and designated PSR representative. To add, change or cancel a designated representative, the Use of Representative Form (IMM5476) must be used.

Paid representatives who are designated through the IMM5476 must provide information on membership within their professional associations to ensure that IRCC can verify their good standing.

Authority to Release Personal Information to a Designated Individual (IMM5475)

The Authority to Release Personal Information to a Designated Individual form (IMM5475) is intended to provide simple status updates to a designated individual and to allow for address changes, but an individual designated through the IMM5475 will not be considered a representative with whom IRCC or CBSA can conduct business. IRCC may also use this authorization to inform potential sponsoring groups about individual cases as part of the BVOR Program.

COMMUNICATIONS

Effective communications between SAHs and IRCC are essential to the partnership in Canada's resettlement programs. Good communication channels help resolve processing problems more quickly and efficiently.

There are specific opportunities for the SAH to support the refugee applicant and avoid unnecessary processing delays, by:

1. providing IRCC with the information necessary to complete the initial Sponsorship Application.
2. advising the refugee applicant to provide all relevant evidence and information at their disposal in support of the Sponsorship Application at the time of the initial interview; and,
3. facilitating information updates and encouraging timely responses to requests from overseas Migration Officers.

The following are expectations for communications between SAHs and IRCC.

In-Canada: Communications about the Sponsorship Application

a) IRCC will send an Acknowledgement of Receipt (AOR) to confirm that the Sponsorship Application package has been received within 30 business days for applications submitted by regular mail. For Sponsorship Applications sent by email, an immediate autoreply will be sent to confirm receipt.

b) IRCC will notify the SAH when the Sponsorship Application is either approved or refused within 90 business days.

Unforeseen operational requirements may result in delays in meeting these timelines. The SAH Council will be informed in these circumstances.

Overseas: Communication about the Application for Permanent Residence (APR)

Migration Offices will establish regular communications with the SAH or authorized designated PSR representatives as applicable. This will include:

- Copy of the convocation letter when the refugee applicant is scheduled for interview with the Migration Office.
- Notice of visa issuance after the refugee has been approved for resettlement and issued the permanent resident visa.
- Copy of a refusal letter sent to the refugee applicant if the application is refused; and
- Other pre-arrival notifications that may be developed.

CONTACTING IRCC

Web Forms and guides can be found on the IRCC website (www.cic.gc.ca) to facilitate communication and assist refugee applicants and SAHs.

Agreement related inquiries:

If SAHs have questions regarding their Agreement, the Global Cap and allocations, changes in contact information or organizational changes or issues relating to the arrival of the refugees they have sponsored, they can write to the PSR mailbox at: IRCC.INPSR-PPPRRI.IRCC@cic.gc.ca

Sponsorship Application status inquiries:

ROC-O:

Authorized designated PSR representatives and designated individuals may submit application status enquiries by emailing IRCC.INROCO-CORORI.IRCC@cic.gc.ca only when the:

- Sponsorship Undertaking is still under assessment in Canada; or,
- Information is not available on E-CAS.

Overseas inquiries:

A case-specific enquiry Web Form may be submitted to the responsible Migration Office to inquire on the status of the APR when:

- the application has been sent to the responsible Migration Office (as indicated in E-CAS or via confirmation letter from IRCC);
- the required information is not available in E-CAS; and
- regarding case status updates, the estimated Migration Office processing times have been exceeded.
- Where an authorized designated PSR representative has new information pertaining to the refugee's APR, such as a change in contact information, births, deaths, marriages, divorces, adoptions, changes in employment, withdrawal of the application, urgent requests or requests that are relevant to the refugee's safety, the information should be provided to the appropriate Migration Office using a Web Form available online.

SPECIAL COMMUNICATIONS: RESPONDING TO NEGATIVE DECISIONS:

Refusals of Permanent Residence Applications

Where the APR is refused, the Migration Officer will provide the refugee applicant with a written explanation as to why the application was refused. Sponsoring groups can support the refugee applicant through the process of responding to a refusal with the mechanisms described below.

New Application for Permanent Residence

A refugee applicant whose case has been refused and who wants to provide new information (i.e. changed circumstances) also has the option of submitting a new Application for Permanent Residence based on new information. In this case, a new Sponsorship Undertaking would also be required.

Request for Reconsideration

Deciding to reopen and reassess an APR is done on an exceptional basis and is only undertaken if the overseas Migration Officer decides to exercise their discretion to reconsider the decision. In other words, it is the decision of the Migration Officer whether to re-open the application and re-assess it. The onus remains on the applicant to provide evidence to satisfy the Migration Officer that the application should be reopened and reassessed, including details related to any errors that they feel may have been made.

The request for reconsideration may be made via the IRCC webform. Any requests from authorized designated representatives on behalf of the applicant must include the Consent to Release Form signed by the refugee applicant.

If the refugee applicant does not receive a response to the request to review within 30 business days, the refugee applicant and/or their authorized designated representative may contact the Immigration Cases Division, Case Management Branch, National Headquarters, IRCC at: NHQ-CMB-Immigration@cic.gc.ca.
Case Management Branch

can facilitate communication with the Migration Office that rendered the refusal decision if needed.

Federal Court Judicial Review

A refugee applicant abroad who believes their APR was refused in error, can seek leave for judicial review before the Federal Court of Canada.

The applicant has 60 days after being notified of the refusal decision to apply for leave and judicial review. For more information on the judicial review process, consult Chapter 22 of the Overseas Processing Manual (OP-22)

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 IRCC on an annual basis or as requested:

1. For the previous calendar year:

- a) total of administration fees recovered from CGs or Co-sponsors (refer to Appendix 1 (d))
- b) number of refugees sponsored and by Program (BVOR, VOR and JAS)
- c) number of refugee cases that were withdrawn
- d) number of refugee cases that resulted in a breakdown
- e) number of refugee cases that resulted in a default
- f) number of refugee cases approved and refused overseas. *

2. For the current calendar year:

- a) any change in contact information for the SAH
- b) any change in organization governance structure, including Board of Directors (or equivalent), Treasurer (or equivalent)
- c) person(s) authorized to sign on behalf of the SAH and contact details

3. For the next calendar year:

- a) estimated number of persons to be sponsored and location/country if known

IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA (IRCC)

IRCC 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
- 25 Effective January 1, 2018
- c) number of BVOR arrivals
 - d) number of VOR arrivals
 - e) number of JAS arrivals

- f) estimated processing times and refusal rates by Migration Office

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

26 Effective January 1, 2018

APPENDIX 4

DEFINITIONS

SAHs should refer to Sections 138 to 157 in the Immigration and Refugee Protection Regulations (IRPR).

ADD DEPENDANT:

The process required from the SAH which gives written permission from IRCC to add an additional family member to the Principal Applicant's (PA) application and the Sponsorship Undertaking prior to the visa being issued overseas.

AGREEMENT:

The Agreement template negotiated between IRCC and the SAH Community through the NGO Government Committee.

AGREEMENT CANCELLATION:

Termination of the private sponsorship relationship between the SAH and IRCC, whether initiated by the SAH or IRCC.

AGREEMENT SUSPENSION:

A temporary hold which is placed on Sponsorship Application submissions when this Agreement has been suspended whether initiated by the SAH or IRCC.

ALLOCATIONS:

The individual number of persons that each SAH can sponsor under the annual Global Cap pertaining to the Private Sponsorship of Refugees (PSR) Program.

APPLICATION FOR PERMANENT RESIDENCE (APR):

One of several forms required as part of the Sponsorship Application package which must be completed by the refugees. Refer to section to R139 (1) (b) of the IRPR. Only persons applying under the Convention Refugees Abroad or Humanitarian-Protected Persons Abroad (Country of Asylum Class) Classes may qualify.

AUTHORIZED DESIGNATED PSR REPRESENTATIVES:

Are persons who are part of a sponsoring group (SAH, CG or Co-sponsor) who have been designated by clients (overseas referred refugees) and who have been authorized by them to conduct business on their behalf with IRCC and CBSA, including sharing personal and case information. The designation and authorization comply with IRCC requirements and restrictions under The Privacy Act and Access to Personal Information Act. The form used for authorization and designation is the Use of Representative Form (IMM5476).

AUTHORIZED DESIGNATED INDIVIDUALS:

Are persons who are designated by clients (overseas referred refugees) as individuals and who may obtain information on the status of a Sponsorship Application (or applications in the case of the PA's dependent children), and undertake such requests as a change of address. These individuals may be from an organization or firm, but not necessarily. The client is aware that individuals authorized and designated through the Authority to Release Personal Information to a Designated Individual (IMM5475) form, may not have access to information that is subject to exemptions under the Acts.

BLENDED VISA OFFICE REFERRED (BVOR) PROGRAM:

A Program that matches refugees identified for resettlement by the UNHCR, or other referral agency, with private sponsors in Canada. Financial support is provided by both the SAH and IRCC according to the cost-sharing arrangement established for the sponsorship. The SAH is also responsible for social and emotional support.

CARE:

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

COMMUNITY OF SETTLEMENT:

the village, town or city and surrounding areas in which the refugee is expected to settle. Consideration should be given to the sponsor's ability to provide adequate, in person support to the refugee, taking into account the distance between the sponsor and the refugee.

COMMUNITY SPONSOR (CS):

Defined at s.138 "group"(b) IRPR.

CONSTITUENT GROUP (CG):

Groups of individuals or organizations which a SAH can authorize to sponsor refugees under its Sponsorship Agreement.

CO-SPONSOR:

An individual or organization that partners with a SAH to share responsibility for an undertaking.

COST SHARING AGREEMENT:

A Sponsorship Undertaking whereby both IRCC and a SAH contribute to the financial support of the refugee(s) over a period established with the agreement of both parties. The parameters of responsibilities will be outlined in a Letter of Agreement.

DEPUTY HEAD OR THEIR DELEGATE:

The Deputy Minister of Immigration, Refugees and Citizenship Canada (IRCC) or the Director General of the International Network of IRCC or the Director of the Resettlement Operations Division

28 Effective January 1, 2018

DE-FACTO DEPENDANT:

A person who does not meet the definition of family member but who is nonetheless considered by the PA to be an integral member of the family unit. The de facto dependent must also meet the definition of refugee in their own right even when a dependency relationship is established. A Migration Officer will determine if a person can be considered as a de-facto dependant.

FAMILY MEMBER:

For resettlement purposes, a person who can be included on the PA's Application for Permanent Residence (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). The requirements for family members are described at Section 142 of the IRPR.

FAMILY UNIT:

For the purpose of private sponsorship, a family unit includes, accompanying and non-accompanying family members and de-facto dependants.

GOVERNMENT-ASSISTED REFUGEE (GAR):

A refugee supported by IRCC 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 (JAS). They are referred by the UNHCR or other referral agency.

GROUP OF FIVE (G5):

Defined at s.138 “group”(b) IRPR.

HUMANITARIAN-PROTECTED PERSONS ABROAD (HPA):

Defined in s.146 IRPR.

INTERIM FEDERAL HEALTH (IFH) PROGRAM:

A health program established by IRCC that provides limited, temporary coverage of health-care benefits to refugees and certain others who are not eligible for provincial or territorial health insurance.

IMMIGRATION LOANS PROGRAM:

A loan program established by IRCC that provides admissibility, transportation, and assistance loans primarily to refugees and their family members as described in Part 18 of the IRPR.

JOINT ASSISTANCE SPONSORSHIP (JAS) PROGRAM:

A Joint Undertaking by a SAH or one of its CGs and IRCC to sponsor GARs requiring special assistance and whose admissibility depends upon this additional support to become established. Refer to Section 157 of IRPR.

29 Effective January 1, 2018

JOINT ASSISTANCE SPONSORSHIP (JAS) 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 CG or Co-sponsor to enter into an undertaking to sponsor refugees.

JUDICIAL REVIEW:

Is the process by which a court of law reviews an administrative decision to ensure that the process that led to that decision is fair and reasonable and complies with the rule of law. A party who wishes to avail itself of judicial review with respect to a Migration Officer's decision must first apply to the Federal Court for leave. Only if the Federal Court grants leave will it proceed with a review of the case on the merits. In a judicial review, parties are not permitted to introduce new evidence. Moreover, the Federal Court cannot substitute its decision for that of the Migration Officer.

LODGING:

Suitable accommodation, basic furniture, and other household essentials.

MEMBER OF THE CONVENTION REFUGEE (CR) ABROAD CLASS:

Has the same meaning as provided in Sections 144 and 145 of IRPR.

MEMBER OF COUNTRY OF ASYLUM (RA) CLASS:

Has the same meaning as provided in Section 147 of IRPR.

MONITORING:

Periodic follow-up to check the status and progress of a sponsorship and to verify that responsibilities are being fulfilled.

NAMED SPONSORSHIP:

A Sponsorship Undertaking which the SAH submits for a refugee they have identified to sponsor.

NGO-GOVERNMENT COMMITTEE ON (NGO-GOVT COMMITTEE):

A committee of elected SAH representatives and IRCC representatives in which the objective includes providing an ongoing consultative mechanism with respect to the private sponsorship of refugees.

NOTIFICATION OF ARRIVAL TRANSMISSION (NAT):

A notification sent by the Migration 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 their control and is unable to travel to Canada with the PA. Refer to Section 141 of IRPR.

30 Effective January 1, 2018

ONE YEAR WINDOW OF OPPORTUNITY PROVISION (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 category as the PA within one year following the PA's arrival in Canada. All family members must be identified on the PA's APR as described in paragraph 141(1) (b) of the IRPR.

PROCEDURAL FAIRNESS LETTER:

In the context of this Agreement, a letter that offers the option to privately sponsored refugees to find a replacement sponsor when their Application for Permanent Residence is refused as a result of an issue with their sponsor such as a sponsorship withdrawal or SAH Agreement suspension or cancellation.

PROGRAM DELIVERY INSTRUCTIONS (PDIs):

Documents outlining official policy and procedures for citizenship and immigration processing. The primary audience for these documents are IRCC and CBSA employees who deliver citizenship and immigration-related programs.

RAP SERVICE PROVIDING ORGANIZATION (RAP SPO): A non-governmental organization receiving funding from IRCC to provide a range of settlement and adaptation services directly to GARs in Canada.

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 OR REFUGEE APPLICANT:

A person who is a member of the Convention refugees abroad class, the country of asylum class, or the protected temporary residents class (as defined in Part 8, Division 1 of the Immigration and Refugee Protection Regulations).

REFUGEE SPONSORSHIP TRAINING PROGRAM (RSTP):

A program funded by IRCC with guidance from the SAH community whose primary goal is to provide training on the private sponsorship of refugees to SAHs, CGs, Co-sponsors, CSs and G5s.

RESETTLEMENT ASSISTANCE PROGRAM (RAP):

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

RESETTLEMENT OPERATIONS CENTRE – OTTAWA (ROC-O):

The office responsible for the centralized intake and processing of PSR, BVOR, VOR and JAS Sponsorship Applications from private sponsors in Canada.

SAH ASSOCIATION:

31 Effective January 1, 2018

The organization comprised of SAHs which serves to provide a cohesive, credible voice for the SAH community.

SAH COUNCIL:

The primary body through which IRCC consults with the SAH community through the NGO-Government Committee. Its eight members are elected to their position by the members of the SAH Association.

SAH SECRETARIAT:

Provides administrative support to the SAH Council and disseminates information to members of the SAH Association.

SELF-SUFFICIENT:

A refugee is deemed to be financially self-sufficient if their level of income is equivalent to or greater than Resettlement Assistance Program (RAP) rates in their community of settlement. The benchmark level of financial support under private sponsorship is equivalent to RAP rates.

SETTLEMENT ASSISTANCE:

Programs and activities funded by IRCC 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, 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 SAH'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 as defined in section 138 "sponsor" of the IRPR.

SPONSORSHIP AGREEMENT:

As per IRPR 152 (1) The Minister may enter into a sponsorship agreement with a sponsor for the purpose of facilitating the processing of sponsorship applications. The Agreement is signed by the IRCC delegate and the Sponsorship Agreement Holder (SAH).

SPONSORSHIP:

The formalization of a SAH taking the responsibility for welcoming and supporting refugees for up to one year post-arrival.

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 IRCC.

32 Effective January 1, 2018

SPONSORSHIP APPLICATION:

The Sponsorship Application is the package which includes completed Sponsorship Application forms and Application for Permanent Residence forms (not applicable for BVOR and JAS cases).

SPONSORSHIP BREAKDOWN:

Sponsorship breakdown is an official declaration that the sponsorship arrangement (care, lodging and settlement) could no longer be met after the arrival of the refugee.

SPONSORSHIP CAPS:

GLOBAL CAP:

The total number of persons that the entire community of SAHs may apply to sponsor, across all Migration Offices in an identified period, (typically a calendar year).

INDIVIDUAL CAP:

The total number of persons that an individual SAH may apply to sponsor in an identified period (typically calendar year).

SUB-CAPS (Geographic):

The total number of persons that SAHs may apply to sponsor from specific Migration Offices in a calendar year.

SPONSORSHIP DEFAULT:

A bar to sponsorship that is declared against a SAH determined to be responsible for a sponsorship breakdown.

SPONSORSHIP UNDERTAKING FORM:

One of several forms required as part of the Sponsorship Application package. A written undertaking to the Minister of IRCC 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. Refer to Sections 138 “undertaking” and 140.1 and 140.2 of the IRPR.

SPONSORSHIP REVOCATION:

A rescindment of an approved undertaking by IRCC before or after the issuance of a visa as described in Section 155 of the IRPR.

SPONSORSHIP WITHDRAWAL:

A cancellation by a sponsor of a Sponsorship Undertaking before the issuance of a visa.

VISA OFFICE REFERRED (VOR) PROGRAM:

The VOR Program matches refugees identified for resettlement by the UNHCR, or other referral agency, with private sponsors in Canada. A VOR needs to meet the definition of a Convention Refugee. IRCC does not provide income support to assist with these sponsorships. All sponsoring groups (SAHs, G5s and CSs) are able to sponsor VOR refugees.