

SPONSORSHIP AGREEMENT (“the Agreement”)

BETWEEN

His Majesty the King in Right of Canada represented by the Minister of Citizenship and Immigration
(Herein referred to as “Immigration, Refugees and Citizenship Canada” or “IRCC”)

AND

SAH NAME
(Herein referred to as “the Sponsorship Agreement Holder” or “the SAH”).

Collectively referred to as the “Parties”

1. PREAMBLE

Canada’s private sponsorship of refugees 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) S.C. 2001, c. 27 and the *Immigration and Refugee Protection Regulations* (IRPR), SOR/2002-227, the Department of Immigration, Refugees and Citizenship Canada (IRCC) encourages Canadian public involvement in the resettlement of refugees whose admission to Canada depends upon the support of a sponsor. The authority for IRCC to enter into a Sponsorship Agreement for the purpose of facilitating the processing of Sponsorship Applications is found in section [152 of the 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.

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, 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**.

Hereinafter referred to as the Sponsorship Agreement Holder (SAH).

- The Sponsorship Agreement
- Appendix 1 – Financial Guidelines
- Appendix 2 – Risk Management Plans
- Appendix 3 – Privacy and Communications
- Appendix 4 – Reporting
- Appendix 5 – 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) Sponsored refugees under the PSR program are in addition to the number of Government-Assisted Refugees (GARs) whom IRCC resettles in Canada each year.
- c) SAHs may 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 collaborate to support refugees with specific needs.
- d) Either party may approach one another with refugee applicants for consideration.
- e) To the extent possible, IRCC will keep family units intact as per paragraph [3\(2\)\(f\) of the IRPA](#).
- f) Any change to 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) IRCC and sponsors need to encourage sponsored refugees, who are able, to become self-sufficient by the end of the sponsorship period.

5. ORGANIZATIONAL ASSESSMENT

- a) Prior to the start of each five-year Sponsorship Agreement cycle, SAHs will undergo an organizational assessment. This assessment will include a SAH revalidation exercise and an operating risk analysis.
- b) SAHs must meet all mandatory requirements, of the SAH revalidation exercise conducted by IRCC to remain eligible under the PSR Program. The SAH must:
 - i. Submit a completed Organizational Assessment form (IMM-0167)
 - ii. Pass the IRCC Financial Viability Assessment
 - iii. Pass the internal IRCC background checks and partner verifications
 - iv. Submit proof of successful completion of SAH renewal training through the Refugee Sponsorship Training Program (RSTP)
 - v. Demonstrate that organizational eligibility requirements continue to be met:

- i. The SAH organization must be:
 - 1. incorporated (a legally created organization) for at least 2 years; and
 - 2. physically located in Canada
 - ii. The SAH's main contact, SAH president/chair or chief executive officer/executive and each person with signing authority to submit applications must:
 - 1. be 18 years of age or older;
 - 2. be a Canadian citizen, registered Indian or permanent resident of Canada;
 - 3. have a permanent address in Canada; and
 - 4. be eligible to be a party to sponsorship pursuant to subsection [156\(1\) of the IRPR](#).
- c) SAHs who are unable or unwilling to meet the mandatory requirements of the SAH revalidation exercise will not be eligible to sign a new Sponsorship Agreement when this current Agreement expires. SAH organizations will remain responsible for supporting any of their in-process caseload even after their Agreement ends, in accordance with Section 15 of this Agreement.
- d) SAHs who successfully meet these mandatory requirements may sign a new 5-year Sponsorship Agreement with IRCC and undergo an operating risk analysis, which will identify the risk management plan (see Appendix 2) the SAH will follow for the duration of the next Agreement cycle. Risk management plans will identify:
 - i. Any application-stage requirements (submission of the Settlement Plan and/or proof of funds);
 - ii. If cases will be subject to pre-arrival verifications to confirm that 100% of funds; and a settlement plan are in place prior to the refugee arriving in Canada;
 - iii. The frequency of IRCC post-arrival monitoring;
 - iv. SAH reporting requirements; and
 - v. Training requirements, if applicable.
- e) SAHs that signed their initial Agreement with IRCC within two years of the organizational assessment launch date will not be required to undergo an additional assessment given that they were recently assessed and validated as part of the SAH application process. These newly-approved SAHs will follow risk management plan B (Appendix 2).

6. RESPONSIBILITIES: SAH

As per this Agreement, the SAH has the following responsibilities:

- a) SAHs, Constituent Groups (CGs) and Co-sponsors must comply and be familiar with:
 - i) Their obligations, including all required consents and declarations, as set out in their Sponsorship Undertaking and Settlement Plan; and,
 - ii) The relevant regulations found in the IRPR, including [Part 8 Refugee Classes](#), sections 138 to 158.
- b) Prior to submitting a Sponsorship Application and based on available information, the SAH will make a preliminary assessment as to whether the applicant meets the refugee eligibility criteria as defined in section [139 of the IRPR](#).

- c) The SAH and/or, CG and Co-sponsor must reside in the community of settlement or may appoint at least 2 representatives residing in the community of settlement to meet the residency requirement of paragraph [153\(1\)\(a\) of the IRPR](#).
- d) The SAH 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 and settlement support. This would not impact their involvement with their SAH nor would it impede the SAH's responsibilities to fulfil its sponsorship commitments.
- e) The SAH will ensure that a Settlement Plan is developed for each Sponsorship Undertaking.
- f) The SAH, to the best of their abilities will, exercise due diligence in screening parties signing the Undertaking.
- g) The SAH will ensure that the CG and/or Co-sponsor and Principal Applicant is notified in a timely manner if the Sponsorship Application is returned or refused by IRCC.
- h) The SAH will encourage and facilitate the refugee access to settlement and other support services as needed, including health services.
- i) The SAH's 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.
- j) If applicable, the SAH will ensure that adequate organizational oversight practices and procedures are in place to coordinate sponsorship activities across multiple geographic areas and that all sponsorship parties and partners are aware of their sponsorship responsibilities.
- k) 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 subsections [153 \(2\) and \(3\) of the IRPR](#). Where the CG or Co-sponsor does not assume these responsibilities, the SAH will be held solely responsible for making all alternative arrangements.
- l) The SAH must have sufficient resources and expertise to fulfil its sponsorship responsibilities and must ensure that its CGs and Co-sponsors have adequate resources and arrangements to fulfil these responsibilities.
- m) 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.
- n) 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. Should the sponsored refugees decide to move out of the original community of settlement, or choose

another location to settle at the port of entry, the sponsor must attempt to arrange alternate sponsorship support in the new community of settlement and advise IRCC of the new sponsorship arrangements. If alternative sponsorship arrangements cannot be established, the sponsor must apply to IRCC for a sponsorship breakdown.

- o)** 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.
- p)** 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.
- q)** The SAH will report 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 a criminal background screening.
- r)** The SAH will report annually regarding the past year's sponsorship activities, and projected activities for the following year. See Appendices 2 and 4.
- s)** 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).

7. RESPONSIBILITIES: IRCC

As per this Agreement, IRCC has the following responsibilities:

- a)** IRCC will approve or refuse Sponsorship Applications for privately sponsored refugee cases as governed by the objectives set out in the IRPA and the IRPR.
- b)** IRCC will approve or refuse applications for Permanent Residence in accordance with the IRPA and the IRPR, based on 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 4.
- 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 the 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 and training on the PSR, BVOR, VOR and JAS Programs via the RSTP.
- j) IRCC will ensure that refugees are informed of the consequences of self-destining and secondary migration, prior to departure and at the Port of Entry, to the extent possible.
- k) 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 IFHP.
- l) 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 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.
- m) 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.
- n) 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.
- o) 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.

8. GLOBAL CAPS

- a) On an annual basis, the Deputy Head or their Delegate will place a Global Cap on the total number of persons that SAHs may apply to sponsor.

- b) On an annual basis and by the end of February, the Deputy Head or their Delegate will inform each SAH of their allocation of the annual Global Cap.
- c) Pursuant to b) above and barring any special exemptions, SAHs may only submit Sponsorship Applications once they have received from IRCC their allocations within the Global Cap. In certain circumstances, the Deputy Head or their Delegate may pre-emptively release Cap spaces to SAHs before the Global Cap has been set or official allocations announced.
- d) Pursuant to a), b) and c) above, and barring any special exemptions, if Sponsorship Applications are submitted prior to the issuance of Cap space allocations, they may be returned to the SAH without being assessed.
- e) SAHs may submit Sponsorship Applications providing that the SAH is eligible to do so and has sufficient allocations.
- f) IRCC will, in a timely manner, consult on appropriate contingencies with the SAH Council should an announcement of allocations be delayed past the end of February of the applicable calendar year.

9. PROCESSING LIMITATIONS

Notwithstanding IRCC's Annual Planning process, exceptional situations may arise which require limiting the processing of Sponsorship Applications at a specific Migration Office or geographic region.

- a) In exceptional circumstances, such as the host government restricting the issuance of exit permits, security concerns restricting interview access by Migration Officers, or as a result of IRCC regional resource constraints, IRCC may place a limit for a specific period of time on the number of persons for whom SAHs may submit Sponsorship Applications in that geographic region.
- b) When such situations arise, IRCC will provide information to the SAH community through the SAH Council, which may include consultation on the length of time of the limitation and the review process on the time limitation. Sponsorship Applications submitted prior to the imposing of the limit would continue to be processed.
- c) SAHs will receive official written notification of any limitation as described in paragraph a) and b).
- d) Any limitation as described in paragraph a) or b) above does not limit the SAH's sponsorship activities in other geographic regions.
- e) During the consultations described in b), IRCC will cease processing new Sponsorship Applications from those specific geographical regions until the consultations are over.
- f) IRCC will send written notification when the limitation has ceased.

10. SPONSORSHIP WITHDRAWAL

- a)** Sponsorship withdrawal refers to the cancellation of a Sponsorship Undertaking by the sponsor before the immigrant visa has been issued to the sponsored refugee. Since a Sponsorship Undertaking is legally binding, sponsors are expected to make all reasonable efforts to co-ordinate alternate sponsorship arrangements which may include trying to locate a new sponsoring group. SAHs must advise IRCC in writing of their intent to withdraw a Sponsorship Undertaking, and provide the reason(s) for the withdrawal. IRCC must advise the SAH in writing if other parties to the Undertaking make the request for withdrawal for final determination by the SAH. IRCC will process the withdrawal and assess the reasons provided. If the reasons are determined to be acceptable by an IRCC officer, there will be no consequences for the SAH.
- b)** Acceptable reasons for withdrawal of a Sponsorship Undertaking include but are not limited to:
- i.** Change in the financial status of the SAH that renders it unable to support the refugee(s) financially.
 - ii.** Major change of condition, such as significant loss of membership so great that it would prevent the SAH from fulfilling its sponsorship obligations.
 - iii.** New information gained about the refugee family or their family in Canada that would result in demands the SAH cannot meet. For example, this may include addition of family members or that the medical condition of a family member could require special care beyond the SAH's capability or the community of destination may lack required medical facilities or specialists.
 - iv.** A Migration Officer determines that a refugee family requires more than 12 months of settlement assistance and support to establish successfully and the SAH does not have the financial resources or commitment from membership to provide that level of assistance.
 - v.** New information is gained about the refugee that makes the sponsorship no longer viable, including:
 - 1.** An alternative, durable solution in place;
 - 2.** Involvement in fraudulent activity, including identity fraud;
 - 3.** Situations that could affect the refugee applicant's eligibility or admissibility;
 - 4.** Loss of contact with the refugee by the Migration Office or the SAH; and
 - 5.** A SAH has evidence that the refugee will not remain in the expected community of settlement for the duration of the sponsorship period.
- c)** The following are examples of unacceptable reasons for withdrawal of a Sponsorship Undertaking. If a disproportionate number of withdrawals for unacceptable reasons are made by a SAH within one calendar year, the organization's Sponsorship Agreement may be placed in not in good standing status or cancelled as per section 14:
- i.** Withdrawing a Sponsorship Application for a refugee in order to sponsor another refugee;

- ii. Change of leadership in the sponsoring group (SAH and/or CG); and
- iii. A SAH has knowingly or mistakenly over-extended its ability to support all submitted Sponsorship Undertakings including both financial and in-kind assistance. In exceptional circumstances, over-extension may be deemed an acceptable reason for withdrawal.

11. SPONSORSHIP BREAKDOWN

Sponsorship breakdown and default both occur once the refugee is in Canada (post-arrival of the refugee).

- a) Responsibility for a sponsorship breakdown may rest with the refugee(s), with the sponsor, with IRCC, or may not be attributable to any party to the Sponsorship Undertaking.
- 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, 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) Responsibility for sponsorship breakdown will be assessed by IRCC on the basis of information obtained from the SAH, the CG or Co-sponsor, the refugee(s), and other relevant parties to the Sponsorship Undertaking. The final determination with respect to responsibility for a breakdown rests with IRCC, subject to any review mechanisms that are in place.
- d) If the SAH, its CG or Co-sponsor are not held responsible for a breakdown of the sponsorship, the SAH, its CG or Co-sponsor(s) no longer have any legal responsibility for continuing financial or non-financial support.
- e) If a SAH is held responsible for the breakdown of the sponsorship, refer to Section 12 below for further information.

12. SPONSORSHIP DEFAULT

- a) A sponsorship default may be declared if an IRCC officer has determined that the SAH, its CG or Co-sponsor did not fulfill the obligations committed to for the sponsorship. If a default is declared, the provisions under subsection [153\(4\) of the IRPR](#) will apply to end the default.
- b) When a SAH is declared in default for any individual case, its Agreement will be placed in *not in good standing* status until it ceases to be in default, or the Agreement is cancelled.
- c) When a CG or a Co-sponsor fails to meet a financial and/or non-financial obligation of the Sponsorship Undertaking and the SAH assumes the responsibility for meeting program requirements, a CG or Co-Sponsor may be found to be individually in sponsorship default for that case. The CG or Co-sponsor would not be able to be a party to any Sponsorship Undertakings until it ceases to be in default.

- d) A SAH will cease to be in default of a financial obligation, when the SAH has reimbursed the Government concerned, in full or in accordance with an agreement with that Government, for amounts paid by the Government.
- e) A SAH will cease to be in default of a non-financial obligation, when the SAH satisfies an IRCC officer that it is in compliance with that obligation as per subsection [153\(4\) of the IRPR](#). The SAH must satisfy the officer that the circumstances that led to the non-financial default have been addressed.

13. SPONSORSHIP REVOCATION

- a) IRCC will revoke the approval of the Sponsorship Undertaking as per section [155 of the IRPR](#):
 - i. Where a person becomes ineligible to be a party to a sponsorship under paragraph [156 \(1\) \(a\) or \(b\) of the IRPR](#), or
 - ii. Where the sponsor is unable to provide sufficient care, lodging, settlement and/or financial assistance or cannot fulfill the responsibilities of the sponsorship as required in paragraph [153\(1\)\(b\)](#) or section [154 of the IRPR](#).
- b) Where IRCC intends to revoke the approval of a Sponsorship Undertaking due to concern regarding a CG or Co-Sponsor, the SAH will be contacted and given the opportunity to make alternate arrangements for the sponsorship.
- c) Depending on the circumstances for the revocation, IRCC may place the Agreement into *not in good standing* or cancel the SAH's Agreement.

14. BREACH OF RESPONSIBILITIES - CHECK-IN PERIOD

- a) Subsequent to the signing of this Agreement, any action by the SAH or by one of its CGs or Co-sponsors that may constitute a breach of compliance with any of the responsibilities accepted through this Agreement, may result in IRCC imposing a *check-in* period for the SAH. The *check-in* period will last one year or until such time as IRCC is satisfied that the SAH is fulfilling the obligations set out in the Agreement. During the *check-in* period, IRCC may impose the administrative action(s) specified in section 14(g).
- b) An Agreement will be placed in *check-in* should IRCC identify potential compliance issues, including, but not limited to:
 - i. Trends of pre-arrival concerns, including issues with sponsorship application submissions or that are identified during sponsorship application processing
 - ii. Case specific concerns identified through post-arrival monitoring
 - iii. Inconsistent or lack of timely responses to time-sensitive IRCC communication
- c) The primary objective of a *check-in* period is for IRCC to work with the SAH to resolve any deficiencies found. The deficiencies themselves do not necessarily indicate a larger systemic problem, though will trigger reactive monitoring activities to determine if there are

wider concerns within the organization that may impact post-arrival support for privately sponsored refugees.

- d) A *check-in* period has no impact on a SAH's good standing with IRCC, with no penalties or limitations on a SAH's allocation on its open cases.
- e) Upon determination that there may be issues of concern to IRCC, the SAH will be given written notice of the issues and any remedial measures to be imposed. The written notice will include the opportunity to respond to the notice and the opportunity to respond to the concerns raised within a specified period of time (one year). Should the SAH require additional time, they may request it but it will be at the discretion of IRCC.
- f) Remedial measures that IRCC may impose during this *check-in* period include:
 - i. Mandatory general and/or specific RSTP training for SAH representatives and others involved in the SAH's sponsorships;
 - ii. Mandatory internal oversight and monitoring plan shared with IRCC;
 - iii. SAH review of its entire caseload to ensure sufficient settlement and financial capacity;
 - iv. Upon request from IRCC, for any open cases overseas at or after the medical assessment stage, the SAH must submit a settlement plan and demonstrate that 100% of required funds are in place
 - v. Reactive monitoring and feedback by IRCC on any deficiencies found;
 - vi. IRCC may request additional documentation or enforce other requirements in order to be satisfied that the SAH is upholding its sponsorship commitments.
- g) A SAH may exit the *check-in* period at any time following completion of any prescribed remedial measures, pursuant to section 14 f) and following 6 months of consecutive monitoring if no deficiencies are found.
- h) It is the responsibility of the SAH to satisfy IRCC that they have complied with the remedial measures imposed by IRCC pursuant to section 14(f) and are able to fully meet their obligations under the terms of the Agreement.
- i) Should the SAH not be able to satisfy IRCC during the *check-in* period that it can and will fulfill its obligations as set out in this Agreement, the Agreement may be placed into *not in good standing status* or cancelled.

15. BREACH OF RESPONSIBILITIES – NOT IN GOOD STANDING

- a) An Agreement may be placed into *not in good standing* status if, following a *check-in* period specified in section 14, IRCC determines that a SAH was not able to reasonably complete the remedial measures pursuant to section 14(f) and/or continued deficiencies were found through monitoring and the SAH has been unable or unwilling to bring itself into compliance with this Agreement.
- b) An Agreement may be placed directly in *not in good standing* without a *check-in* period if:
 - i. The Department determines there have been repeated violations(s) of the Agreement and/or the Sponsorship Undertaking that raise concerns about the SAH's ability to support their caseload;

- ii. Serious allegations are identified (including but not limited to concerns regarding fraud or criminality);
 - iii. Internal governance disputes concerns have been identified as may relate to sponsorship activities;
 - iv. Pursuant to section 12, a sponsorship default is declared; and/or,
 - v. The SAH commits a violation so egregious that it could bring the department or PSR Program into disrepute.
- c) Remedial measures that IRCC and the SAH may undertake during this *not in good standing* period may include:
- i. Mandatory general and/or specific RSTP training for SAH representatives and others involved in the SAH's sponsorships;
 - ii. Upon request from IRCC, for any open cases overseas at or after the medical assessment stage, the SAH must submit a settlement plan and demonstrate that 100% of required funds are in place
 - iii. Mandatory internal oversight and monitoring plan shared with IRCC;
 - iv. SAHs to review its entire caseload to ensure sufficient settlement and financial capacity;
 - v. Reactive monitoring and feedback by IRCC on deficiencies found; and/or,
 - vi. Post-Arrival Settlement report provided to IRCC.
- d) When an Agreement has been placed into *not in good standing* status, the SAH may not submit any new Sponsorship Applications, except for One-Year Window applications and the addition of dependents to existing applications, effective as of the date of the *not in good standing* notice.
- e) All Sponsorship Applications that were received prior to the date of *not in good standing* notice that are pending a selection decision overseas will be subjected to additional review, on the basis of any relevant information obtained during the *check-in* period, to ensure their compliance with the IRPA, the IRPR and this Agreement. In situations where a default has been declared against the SAH, the Sponsorship Application(s) will be returned unprocessed.
- f) All Sponsorship Applications that were received prior to the date of *not in good standing* notice that have received a positive selection decision overseas will continue to be processed subject to the receipt of confirmation from the SAH that they will fulfill any obligation assumed under the Sponsorship Undertaking and Agreement prior to the date of *not in good standing* notice. However, if IRCC has concerns that the SAH is not in a position to provide adequate support or if the SAH is unable or unwilling to reasonably coordinate alternate sponsorship arrangements (which may include trying to locate a new sponsoring group), or that the refugee(s) could face hardship, then IRCC may revoke the sponsorship approval, which would result in the issuance of a procedural fairness letter to the refugee applicant(s) and copied to the SAH with the option to find a replacement sponsor.
- g) For all sponsored refugees that have been admitted to Canada and are still subject to the period of sponsorship after the date of *not in good standing* notice, the SAH will fulfill any obligation assumed under the Sponsorship Undertaking and Agreement prior to the date of *not in good standing* notice. If IRCC has concerns that the SAH is not in a position to provide adequate support or if the SAH has indicated that it is no longer able to continue

to support the cases which they have sponsored, the SAH is expected to make all reasonable efforts to co-ordinate alternate sponsorship arrangements, which may include trying to locate a new sponsoring group. However, if IRCC determines that the refugee(s) could face hardship, then IRCC will decide on the next course of action with the refugee's best interests in mind.

- h) A SAH may exit the *not in good standing* period if, within a one year period, all remedial measures pursuant to section 15(c) are completed in the first six months and no deficiencies are found over the final six months of consecutive monitoring provided any sponsorship default and/or any serious allegations or concerns including legal or program-related misconduct are resolved.
- i) SAHs who successfully complete the required measures, will exit the *not in good standing* period and be reinstated in 'good standing' under their original risk management plan, with a reduced cap space allocation.
- j) It is the responsibility of the SAH to satisfy IRCC that they have complied with the remedial measures imposed by IRCC pursuant to section 15(c) and are able to fully meet their obligations under the terms of the Agreement.
- k) SAHs who are unable or unwilling to complete the required measures and/or who continue to experience deficiencies that were found through monitoring will be subject to Agreement cancellation.

16. BREACH OF RESPONSIBILITIES – AGREEMENT CANCELLATION

- a) An Agreement may be cancelled if, following a *not in good standing* period specified in section 15, IRCC determines that a SAH is unable to comply with this Agreement and that, given an additional period of time, a SAH cannot bring itself into compliance with this Agreement, on the basis of its remedial measures, or information obtained during the *not in good standing* period.
- b) An Agreement may be cancelled, without a *check-in* or *not in good standing* period, if 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 committed a violation so egregious that it could bring the department or PSR Program in disrepute and/or multiple cases have been found to be in sponsorship default despite opportunities to resolve issues.
- c) When an Agreement has been cancelled, the SAH may not submit any new Sponsorship Applications effective as of the date of the written cancellation notice.
- d) The written cancellation notice will specify the reasons for the cancellation of the Agreement.
- e) For all sponsored refugees whose Sponsorship Applications were received prior to the date of cancellation and who do not yet have a positive selection decision overseas, the SAH is expected to make all reasonable efforts to co-ordinate alternate sponsorship arrangements and inform the refugee applicant(s) of the cancellation and the implications for their application. This may include trying to locate a new sponsoring group. However, if this is not possible, the approval for those affected Sponsorship Undertakings will be

revoked which would result in the issuance of a procedural fairness letter to the refugee applicant(s) with the option to find a replacement sponsor.

- f) All Sponsorship Applications that were received prior to the date of cancellation that have received a positive selection decision overseas will continue to be processed subject to the receipt of confirmation from the SAH that they will fulfill any obligation assumed under the Sponsorship Undertaking and Agreement. However, if IRCC has concerns that the SAH is not in a position to provide adequate support or that the refugee(s) could face hardship, then the SAH will be expected to make all reasonable efforts to co-ordinate alternate sponsorship arrangements and inform the refugee applicant(s) of the cancellation and the implications for their application. This may include trying to locate a new sponsoring group. However, if this is not possible, the refugees may have their sponsorship approval revoked which would result in the issuance of a procedural fairness letter to the refugee applicant(s) with the option to find a replacement sponsor.
- g) For all sponsored refugees that have been admitted to Canada and are still subject to the period of sponsorship after the date of cancellation, the SAH will fulfill any obligation assumed under the Sponsorship Undertaking and Agreement. If IRCC has concerns that the SAH is not in a position to provide adequate support or if the SAH has indicated that it is no longer able to continue to support the cases which they have sponsored, the SAH is expected to make all reasonable efforts to co-ordinate alternate sponsorship arrangements and inform the refugee applicant(s) of the cancellation and the implications for their application. This may include trying to locate a new sponsoring group. However, if IRCC determines that the refugee(s) could face hardship, then IRCC will decide on the best course of action with the refugee's best interests in mind.
- h) If an organization whose Agreement was cancelled would like to be reinstated as a SAH, the organization will need to follow procedures established per section 18 of this Agreement.

17. STATUS OF AGREEMENT

- a) An Agreement may be placed into *not in good standing* status or cancelled if, following a *check-in* period established per section 14, IRCC is not satisfied that the SAH can fulfill its obligations as per this Agreement. The *not in good standing* status or cancellation will take effect as of a date specified in the written notice of the *check-in* period in 14(e).
- b) Any change in the status of an Agreement, (i.e. *not in good standing* or cancellation) will only occur upon final written notice by the Deputy Head or the Deputy Head's delegate.
- c) An Agreement will be cancelled if 36 months have elapsed since the SAH has had any refugee sponsorship activity (i.e., new Sponsorship Applications or refugee arrivals) under the authority of this Agreement.
- d) An Agreement may be cancelled by mutual written consent of the parties.

18. REINSTATEMENT

- a) In order to consider a request for a reinstatement of an Agreement that has been placed into *not in good standing* status, any outstanding remedial measures that IRCC placed on the SAH must be met, pursuant to 15(h).
- b) Reinstatement will occur when the Deputy Head or Deputy Head's delegate is satisfied that the condition that gave rise to the *not in good standing* status is rectified and that the SAH can fulfill its responsibilities under its Agreement. The burden of proof will be on the SAH to satisfy IRCC that the concerns have been addressed. This may entail the review of the SAH's ability to fulfill its responsibilities as set out in this Agreement and the IRPA and the IRPR and most recent financial information.
- c) If an organization whose Agreement was cancelled would like to sponsor again as a SAH, the organization will need to re-apply to once again become a SAH and follow that process which will include satisfying IRCC that the specific conditions that gave rise to the cancellation of their previous Agreement have been rectified. IRCC will consider the circumstances that led to the cancellation of the Agreement, including the SAH's responses during the check-in and/or not in good standing period.

19. REVIEW OR AMENDMENT TO THE AGREEMENT

- a) This Agreement remains in effect until the date of expiration, or unless the IRPA and its Regulations or policies in effect at the time it was entered into undergo changes which would necessitate a review or amendment.
- b) Either IRCC or SAHs through the NGO-Government Committee may request a review of the terms of this Agreement or policies and procedures related to the PSR, BVOR, VOR or JAS Programs, which may necessitate an amendment.
- c) Notification by either party that this Agreement requires an amendment shall be limited only to affected clauses identified in the review.
- d) This Agreement may be amended in writing at any time with the mutual written consent of the Parties.
- e) Where this Agreement is amended, all Sponsorship Applications already approved are not affected.

20. 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. Risk Management Plans
3. Privacy and Communications
4. Reporting

21. TERMS OF THIS AGREEMENT

a) Subject to Section 19, this Agreement is valid until [Insert date: December 31, 2028 or in the case of new SAHs between one and five years to align with the five year cycle] from the date of the last signature hereto and will remain in effect until the date of *not in good standing* notice or cancellation in accordance with Sections 15 and 16 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 the IRPR and most recent financial information.

22: SIGNATURES

SAH Contact

Director, Refugee Resettlement Division,
Resettlement and Asylum Strategic Operations
(RASO) Immigration, Refugees and
Citizenship Canada / Government of Canada

X _____ X _____

__ day of _____ 20__ Signed this __ day of _____ 20__

Signed this

APPENDIX 1: FINANCIAL GUIDELINES

- a) The SAH 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 the 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, SAHs 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 SAH is no longer required to provide financial support if the refugee becomes financially self-sufficient (see definition), but is still required to provide settlement assistance as needed. The SAH must resume financial support if, at any time during the sponsorship period, the refugee ceases to be self-sufficient.
- d) The SAH may recover a one-time maximum payment of \$525 per application for direct administrative costs incurred by the SAH in support of the application. This amount may be contributed by the CG or Co-sponsor, or a combination of the two. The total payment may not exceed \$525. Direct administrative costs for the SAH include rent, staff, accounting fees, telecommunications equipment and services (cell phones, landlines, internet, conferencing services), computer software (video communications), postage, courier and photocopying. SAHs must maintain for one year a record of all fees collected. This one-time maximum payment is not considered as a financial profit for the SAH and does not apply to (e), (g) or (i) of this Appendix. These costs cannot be imposed on or required from the refugees.
- e) SAHs will not profit financially from the sponsorship of refugees. SAHs will exercise due diligence to ensure CGs and Co-sponsors comply with this requirement.
- f) SAHs will not require that refugees prepay or repay their sponsors for lodging, care and settlement assistance or their sponsorship in general.
- g) SAHs, CGs and Co-sponsors 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.

- h)** The SAH will not *require*, anyone, including the refugees who are privately sponsored and their relatives and co-sponsors, to do activities not related to the sponsorship and settlement of the refugees. For example, the SAH 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* the SAH sponsoring the refugees and receiving settlement assistance.
- i)** 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.
- j)** Refugees with financial resources post-arrival should contribute to their own basic financial support. When the refugees have financial resources, they will retain the right to manage their own finances. The SAH is still required to provide settlement assistance as needed. SAHs will not require the refugee(s) to submit their funds for management by others.
- k)** The standards for use of personal funds and earned income will follow the same standards as per the 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.
- l)** 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.
- m)** In the event that the refugee is not accepted for resettlement in Canada, funds held in *trust for the sponsorship of that refugee*, which were provided by a Co-sponsor and/or Constituent Group, including all accumulated interest, if applicable, must be returned to the Co-sponsor and/or Constituent Group who provided the funds, unless the Co-sponsor and/or Constituent Group willingly indicates otherwise in writing.

APPENDIX 2: RISK MANAGEMENT PLANS

As per Section 5 of this Agreement, the SAH's operational risk will be assessed during the Operating Risk Analysis in order to determine their Risk Management Plan. SAHs in Plans B or C will be moved to a lower-risk plan after 2.5 years if IRCC does not identify any issues or concerns via pre-arrival verifications or post-arrival monitors over the first half of the Agreement duration period. This review will be initiated by IRCC based on available data.

Row descriptions	Plan A – Low Risk	Plan B – Moderate Risk	Plan C – Elevated Risk
Application Requirements	No additional documentation required	Settlement plans required for each sponsorship application	Settlement plans and proof of funds required for each sponsorship application, with 100% of funds to be demonstrated upfront
Pre-arrival verifications IRCC review of settlement and financial information pertaining to a selected case at the post-medical stage, with a sponsor required to demonstrate that 100 per cent of the funds are available to support the case	None	Cases have the potential of being randomly selected for pre-arrival verification	Cases have the potential of being randomly selected for pre-arrival verification
Post-arrival monitoring Activities undertaken after arrival to provide a more complete picture of how well the program is working and to ensure refugees are receiving adequate supports as per the program requirements.	Cases have the potential of being randomly selected for routine monitoring on a quarterly basis	Cases have the potential of being randomly selected for routine monitoring on a bi-monthly basis	Cases have the potential of being randomly selected for routine monitoring on a monthly basis
Reporting requirements	<ul style="list-style-type: none"> SAH annual report 	<ul style="list-style-type: none"> SAH annual report Bi-annual post-arrival settlement reports 	<ul style="list-style-type: none"> SAH annual report Quarterly post-arrival settlement reports
Training requirements	Individualized approach focusing on areas in need of improvement as reflected in organizational assessment results	Individualized approach focusing on areas in need of improvement as reflected in organizational assessment results	Individualized approach focusing on areas in need of improvement as reflected in organizational assessment results

APPENDIX 3: PRIVACY AND COMMUNICATIONS BETWEEN A SPONSORSHIP AGREEMENT HOLDER AND IRCC

Protecting Client Information

Under the *Privacy Act*, IRCC is required to protect the refugee applicants' personal information regardless of the 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 refugee 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.

IRCC provides SAHs' contact information to the Canadian Refugee Sponsorship Agreement Holders Association/Council for the purpose of facilitating SAHs' participation in the SAH association and/or the SAH Council. SAHs do not have an obligation to join the SAH Association/Council and if SAHs choose to join the SAH Council, the status of their Sponsorship Agreement may be shared with that organization in order to ensure their eligibility to participate.

IRCC publishes SAHs' organizational name and contact information on the IRCC website, for the purpose of public transparency.

Principal Applicant's Authorization for Information Sharing

Please refer to the following forms and ["the Guide 5413 - Sponsorship Agreement Holders to privately sponsor refugees"](#) for information related to the Principal Applicant's Authorization for Information Sharing:

- [Generic Permanent Resident Application Form IMM008](#)
- [Use of Representative Form \(IMM5476\)](#)
- [Appointment of Representative\(s\) in Expected Community of Settlement \(IMM 5956\)](#)
- [Authority to Release Personal Information to a Designated Individual \(IMM5475\)](#)

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, within reason, to requests from overseas Migration Officers.

The following are expectations for communications between SAHs and IRCC:

In-Canada: Communications about the Sponsorship Application

- a) Emailed applications will receive an auto-reply upon submission.
- b) If the emailed or mailed application is not missing forms, an Acknowledgement of Receipt (AOR) is sent via email to the SAH Signing Authority.
- c) IRCC will ensure that SAHs are included in all correspondence related to a Sponsorship Application, unless in exceptional circumstances related to the safety of the refugee.

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. Migration Offices will ensure SAHs are included in all correspondence related to a Sponsorship Application, unless in exceptional circumstances related to the safety of the refugee. 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;
- Copy of a procedural fairness letter; 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. [Guide 5413 - Sponsorship Agreement Holders to privately sponsor refugees](#) provides further information on contacting IRCC.

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 inbox at: IRCC.INPSR-PPPRRI.IRCC@cic.gc.ca

Sponsorship Application status inquiries:

To check the status of an application in process visit the [Client Application Status \(e-CAS\) tool](#). Authorized designated PSR representatives and designated individuals may submit application status enquiries by emailing the Resettlement Operations Centre in Ottawa (ROC-O) at IRCC.INROCO-CORORI.IRCC@cic.gc.ca **only** when:

- more than 48 hours have passed since you sent your email application to ROC-O and you have not received an auto-reply or auto-replies;
- more than 60 days have passed since you submitted your paper application package and you have not heard back from ROC-O;
- more than three months have passed since you received your AOR and no decision was made on your sponsorship application at ROC-O; or
- you believe that your application has been erroneously delayed abroad.

Unforeseen operational requirements may result in delays in processing. IRCC is required to inform SAH Council of these circumstances as soon as possible.

Updating the sponsorship and permanent residence applications:

- Notify ROC-O at IRCC.INROCO-CORORI.IRCC@cic.gc.ca.

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 on the [Client Application Status \(e-CAS\) tool](#) or via confirmation letter from IRCC);
- the required information is not available on the [Client Application Status \(e-CAS\) tool](#); 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.

CONTACTING THE SAH NAVIGATION UNIT AND THE REFUGEE SPONSORSHIP TRAINING PROGRAM

Contact information for enquiries to the SAH Navigation Unit:

- spm@sahnavigationunit.ca

Contact information for the RSTP can be found at the following link:

- <https://www.rstp.ca/en/contact-us/>

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 refugee applicant or authorized designated representative 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 refugee applicant must include the Consent to Release Form signed by the refugee applicant.

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 refugee 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 the [Federal Court's website](#) and paragraph [72\(2\)\(b\) of the IRPA](#).

APPENDIX 4: REPORTING

SPONSORSHIP AGREEMENT HOLDERS (SAH)

Each SAH will maintain a tracking system that will allow it to report information on its private sponsorship program to IRCC as per their risk management plan. Please consult the risk management plans found in Appendix 2 for reporting requirements to IRCC.

IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA (IRCC)

IRCC is expected to report on an annual basis to the sponsorship community via the NGO Government Committee:

Quantitative Data for the previous calendar year:

- a) number of PSR arrivals
- b) number of GAR arrivals
- c) number of BVOR arrivals
- d) number of VOR arrivals
- e) number of JAS arrivals
- f) estimated processing times and refusal rates by top countries of asylum for the PSR Program

Qualitative data on an annual basis:

- a) situational context for top countries of asylum for PSR Program that provides insights into various factors impacting processing, and processing timelines

* The extent of reporting required may be delayed by IRCC depending upon the availability of electronic data; however, IRCC will ensure that such reports are made available within the calendar year.

APPENDIX 5: DEFINITIONS

ADD DEPENDENT: The addition of a family member to the Principal Applicant's (PA) application and the Sponsorship Undertaking prior to the visa being issued overseas, typically as a result of birth or marriage.

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.

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 paragraph [139 \(1\) \(b\) 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 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.

CHECK-IN PERIOD: A period during which IRCC will engage with a SAH to resolve minor deficiencies that have been identified, with no impact on a SAH's good standing with IRCC and no associated penalties or limitations on a SAH's allocation nor on its open cases.

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 [section 138 "group"\(b\) of the 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

DE-FACTO DEPENDENT: 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 dependent.

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 dependents.

FINANCIALLY SELF-SUFFICIENT: A refugee becomes financially self-sufficient when they earn a certain amount of employment income or when they have personal assets or funds that can be applied to their monthly income support, as per the policies and rates in the Resettlement Assistance Program (RAP).

- When a refugee's level of total earned household income has surpassed 50% of their household's level of financial support, deductions can be made for every dollar earned above that threshold. Once the monthly support is reduced to zero dollars (i.e. after a client has earned 150% of their household's financial support level) they may no longer require financial support from their sponsor, at that time.

- When a refugee's level of personal assets has surpassed the personal asset exemption limits outlined under the RAP, the excess funds can be applied against the balance of the refugee's immigration loan before deductions are made to any financial support.

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 [section 138 "group"\(b\) of the IRPR](#).

HUMANITARIAN-PROTECTED PERSONS ABROAD (HPA): Defined in [section 146 of the 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 the IRPR](#).

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 the IRPR](#).

MEMBER OF COUNTRY OF ASYLUM (RA) CLASS: Has the same meaning as provided in [section 147 of the 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.

NOT IN GOOD STANDING: An Agreement action enforced when a SAH is unable or unwilling to complete the required measures within the one-year check-in period, or directly imposed in the case of serious or repeated Agreement violations and/or case defaults.

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 the IRPR](#).

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](#).

OPERATING RISK ANALYSIS: A scored assessment which identifies potential operating risks associated with the organization's current operating practices and recent sponsorship activities. The score will determine the Risk Management Plan that the SAH will follow in order to mitigate any potential operating risks.

ORGANIZATIONAL ASSESSMENT: An exercise conducted at the beginning of each five-year Sponsorship Agreement cycle to ensure the SAH organization remains eligible and well-positioned to meet the requirements to support their caseload going forward. The Organizational Assessment includes a Revalidation Exercise and an Operating Risk Analysis.

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 IRPR).

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.

REVALIDATION EXERCISE: An IRCC review of mandatory documents submitted by the SAH organization to ensure the organization remains eligible to sponsor.

SAH ASSOCIATION: The Canadian Refugee Sponsorship Agreement Holders Association is a national membership association for Sponsorship Agreement Holders in Canada. Its purpose is to increase cohesion within this community and develop a common national perspective and voice for the Private Sponsorship of Refugees Program.

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

SAH NAVIGATION UNIT: The SAH Navigation Unit (NU) brings the collective voice and experience of the Association to IRCC, disseminates information to the Association, and designs solutions with Council and IRCC to address policy and operational challenges.

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 and commitments for the reception, care, lodging, settlement assistance and financial 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 subsection [152 \(1\) of the IRPR](#), 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.

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: A sponsorship breakdown is an official declaration by IRCC that the sponsorship arrangements, including financial and non-financial obligations, were not, or cannot, be met after the arrival of the refugee(s).

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).

SPONSORSHIP DEFAULT: A sponsorship default is a breach of the contractual obligations of the sponsorship undertaking. This means that the sponsor has failed to fulfill a financial and/or non-financial obligation associated with the sponsorship and has been found at fault.

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.