template for a church working with multiple community BASED sponsorship groups

Developed and shared by Rosedale United Church (Toronto), which takes no legal responsibility for the use of this Memorandum of Understanding.

Memorandum of UNDERSTANDING
(December [DATE]**,** **2015)**

**[CONGREGATION NAME]
[CHURCH ADDRESS]**

**and**

**[ABC] on [his/her] own behalf and on behalf of the [XYZ SPONSOR GROUP]
[Address of Main Contact Member]**

This Memorandum of Understanding (“MOU”) between [CONGREGATION NAME] (the “Church”) and [XYZ SPONSOR GROUP] (the “Sponsor Group”), the key members of which are set out in Schedule A hereto, is for the specific purpose of working together for the resettlement of a refugee family to Canada (the “Sponsored Family”) as part of Canada’s Private Sponsorship of Refugees Program (“PSR Program”).

WHEREAS the Sponsor Group wishes to sponsor a refugee family as part of the PSR Program and to work with the Church in this regard; and

WHEREAS the Church has a long history of refugee sponsorship, including in its capacity as a Constituent Group as such term is defined in the Sponsorship Agreement dated December 20, 2011 between the United Church of Canada – the Sponsorship Agreement Holder (“UCC – SAH”) and Citizenship and Immigration Canada (“CIC”); and

WHEREAS the PSR Program is a means by which Canadians can express their humanitarian traditions with respect to displaced and persecuted persons and the voluntary sector has an opportunity to extend Canada’s capacity to resettle refugees through supporting government resettlement initiatives and through directly supporting the resettlement of refugees; and

WHEREAS CIC, pursuant to applicable legislation, encourages Canadian public involvement in the resettlement of refugees whose admission to Canada depends upon the support of a sponsor.

WHEREAS the Sponsor Group and the Church wish to enter into this memorandum of understanding to set out their respective duties and responsibilities in regard to the Sponsored Family under the PSR Program.

NOW THEREFORE the Sponsor Group and the Church agree as follows:

1. PRINCIPLES

1.1 The Church agrees to provide the framework (i.e. act as an authorized Constituent Group) to initiate a request to CIC through UCC-SAH to sponsor the Sponsored Family (a “Case Request”), which Case Request will be a blended visa office referred case;

1.2 While it’s acknowledged that the Church will have responsibilities and obligations regarding the Sponsored Family to UCC-SAH under the Sponsorship Agreements, it is understood and agreed that the Sponsor Group will be responsible for the day-to-day obligations and responsibilities regarding reception, care, lodging and settlement assistance (“Settlement Costs”) for the Sponsored Family for the 12 month period commencing on the date of arrival of the Sponsored Family (the “Sponsorship Period”), including raising funds for the resettlement of the Sponsored Family (the “Settlement Funds”), which funds will be used for the Settlement Costs associated with fulfilling the obligations and responsibilities set out, but not limited to those, in Schedule B hereto.

1.3 The Sponsor Group will provide the Church with the Settlement Funds and the Church will facilitate payments to be made to or on behalf of the Sponsored Family during the Sponsorship Period as provided herein. It is understood that the Church will have full direction and control of such funds as provided herein.

1.4 It is acknowledged and agreed that part of the Church’s charitable activities includes sponsorship and support of refugees under the PSR Program and otherwise, as part of its outreach activities and compassionate response to those in need.

1.5 It is understood and agreed that [ABC], the party signing the MOU, is the Main Contact Member for the Sponsor Group, and his/her address on page 1 above will be the address of record, including for any notices, for the Sponsor Group. Schedule A hereto sets out certain key members of the Sponsor Group.

1.6 It is understood and agreed that the Church and the Sponsor Group will act in good faith in the implementation and administration of the MOU.

2. FUNDING ARRANGEMENTS

2.1 Subject to any funds available through the PSR Program or other government programs to assist the relocation costs for refugee families, the Sponsor Group will be responsible for raising all funds necessary to pay Settlement Costs of the Sponsored Family for the Sponsorship Period. Such funding will include the initial funding raised by the Sponsor Group, and any further funding that becomes necessary.

2.2 Upon signing of the MOU and submitting the Case Request, the Church will open a separate bank account in its name (the “Separate Account”) and all funds which the Sponsor Group has donated or has arranged to be donated for the Sponsored Family will be deposited in the Separate Account. It is understood and agreed that all decisions regarding the disbursement of funds from the Separate Account are under the full direction and control of the Church. It is further understood and agreed that funds in the Separate Account will not be invested.

2.3 Except as otherwise provided herein, the Church and the Sponsor Group agree that (i) all funds in the Separate Account are to be used expressly for Settlements Costs and for no other purpose, and (ii) there will be no financial benefit accruing or payable to any of the Church, any members of the Sponsor Group or any person not dealing at arms’ length with any of those parties.

2.4 Funds from members of the Sponsor Group and from any donors who direct funds to the Sponsor Group are to be made payable to the Church for its refugee program, (accompanied by a Refugee Funding Form attached as Schedule C hereto, or such other relevant information satisfactory to the Church).

2.5 Subject to any limitations and in accordance with the rules of the Canadian Revenue Agency (and provided it has a Schedule C Refugee Funding Form for the donation or such other relevant alternative information satisfactory to the Church) and provided the Case Request has been submitted, the Church will issue a charitable tax receipt for Canadian Revenue Agency purposes for all funds donated (save for those of less than $25) by or on behalf of the Sponsor Group. Donated funds are not refundable.

2.6 To assist in the efficient disbursement of funds from the Separate Account for Settlement Costs, the disbursement of funds will be proposed by the Signing Authority or Alternate Signing Authority of the Sponsor Group (as set out in Schedule A hereto) completing and signing a Disbursement Request Form as provided by the CHURCH and presenting such Form to the Church.

2.7 It is understood and agreed that the Sponsor Group has no access to the funds in the Separate Account. If the Disbursement Request Form (i) is complete in full details, (ii) is for Settlement Costs and (iii) is accompanied by supporting invoices or equivalent documentation, in each case acceptable to the Church, then such disbursement payment requests will be reviewed by the Chair of the Refugee Committee of the Church or the Chair’s delegate, and processed as soon as reasonably possible.

2.8 If for any reason, the Sponsor Group defaults on its obligations set out in section 2.6 and section 2.7, the Church may nonetheless proceed to disburse Settlement Costs from the Separate Account as it deems appropriate.

2.9 Subject to the agreement of the Chair of the Refugee Committee of the Church or the Chair’s delegate, Electronic Fund Transfer services or other forms of payment (example post-dated cheques) may be used for fixed periodic Settlement Costs payments, such as rent and living expenses for the Sponsored Family (to simplify the repetitive disbursement payment process).

2.10 It is understood and agreed by the Sponsored Group that any banking fees and charges relating to the Separate Account will be charged against the Separate Account.

2.11 The Church agrees to provide the Sponsor Group with regular reports as to the Settlement Funds in the Separate Account.

2.12 Leasing accommodations for the Sponsored Family will be arranged by the Sponsor Group. The Sponsor Group will use all reasonable efforts to ensure that (i) any accommodation lease be in the name of a member(s) of the Sponsored Family, and (ii) for the Sponsorship Period, the landlord understands it will be receiving rental payment from the Church (via the Separate Account) for the Sponsored Family. It is understood and acknowledged that the Sponsor Group or a member thereof may be required by the landlord to be a guarantor on an accommodation lease for the Sponsored Family (at least to the end of the Sponsorship Period). The Church will not enter into any accommodation lease and will not act as a guarantor. A copy of any accommodation lease (and any related guarantee) will be maintained by the Sponsor Group and, upon written request, made available to the Church.

2.13 Contracts for services for the Sponsored Family, such as communications, will be arranged by the Sponsor Group. Such contracts should not exceed the Sponsorship Period and should be based on the resettlement budget for such services. A copy of any services contract will be maintained by the Sponsor Group and, upon written request, made available to the Church.

2.14 Funds remaining in the Separate Account at the end of the Sponsorship Period, at the direction of the Church will be either distributed to the Sponsored Family for post-Sponsorship Period Settlement Costs, or transferred to the refugee fund of the Church. In any event, the Church will close the Separate Account 6 months after the end of the Sponsorship Period (or any extension thereof).

3. GENERAL SPONSOR GROUP OBLIGATIONS

3.1 Prior to the Church initiating the Case Request, the Sponsor Group will:

3.1.1 Recruit members for the Sponsor Group and obtain necessary identification information for such members (full names, address and other contract information);

3.1.2 Arrange funds for the Settlement Costs of the Sponsored Family (which is to be a minimum of $40,000);

3.1.3 Arrange for the transfer of funds contemplated in section 3.1.2 to the Church for deposit by the Church in the Separate Account;

3.1.4 Provide any information and complete any documentation required by the Church to support the Case Request;

3.1.5 Select a delegate to the Church Refugee Committee to represent the Sponsor Group. The Role of Sponsor Group Refugee Committee Delegate is to:

(a) attend Church Refugee Committee meetings and provide monthly reports and updates to the Church Refugee Committee regarding the Sponsored Family (progress on activities etc.);

(b) facilitate communication between the Sponsor Group, the Church’s Refugee Committee and other sponsor groups represented on the Church Refugee Committee; and

(c) share best practices and Sponsor Group experiences regarding assisting the Sponsored Family with the Church Refugee Committee and other sponsor groups represented on the Church Refugee Committee;

3.1.6 Select and designate an Alternate Delegate from the Sponsor Group to stand-in for the Sponsor Group Refugee Committee Delegate should he/she not be able to attend Church Refugee Committee meetings;

3.1.7 Identify and provide a specimen signature for the Sponsor Group member (and an alternative) who will be the signing authority (the “Signing Authority”) to initiate payments for Settlement Costs from the Separate Account, and any other forms required in relation to the PSR Program;

3.1.8 Over and above the information set out on Schedule A hereto, as requested, provide the Church with a list of members of the Sponsor Group, whether they are involved in the resettlement work or funding, in as much detail as the Church may reasonably require;

3.1.9 Obtain and provide the Church with a criminal records background check for each member of the Sponsor Group who will come in contact with the Sponsored Family (in form and detail reasonably required by the Church), or provide the Church with a copy of a valid background check dated within the last two years for any such members (in a form reasonably satisfactory to the Church); and

3.1.10 Ensure that all members of the Sponsor Group who will come in contact with the Sponsored Family attend a Settlement Training session (which covers various aspects of resettlement).

3.2 The Sponsor Group, through the Main Contact Member, will ensure that (i) the Schedule A information (Part 2), and (ii) any information provided in or by way of section 3.1, is kept current and such current information is provided to the Church on a prompt basis.

3.3 After the Case Request has been made by the Church to UCC-SAH, the Sponsor Group will ensure that the day-to-day operational obligations and responsibilities to the Sponsored Family are carried out. The Sponsor Group will keep the Church informed of its activities with the Sponsored Family, though the Church’s Refugee Committee and, otherwise, as required.

3.4 The Sponsor Group will, forthwith on request by the Church, provide the Church rights to review any Sponsor Group activities related to its obligations and responsibilities to the Sponsored Family, and any related documents, books and records.

3.5 Over and above the monthly reports provided by the Sponsor Group Refugee Committee Delegate to the Church Refugee Committee, the Sponsor Group, if so requested in writing by the Church, will provide the Church promptly with review reports and updates as to its activities regarding the Sponsored Family.

4. GENERAL CHURCH OBLIGATIONS

4.1 The Church will:

4.1.1 Provide (i) general organizational assistance, advice and information to the Sponsor Group regarding the PSR Program and the Church’s role as a Constituent Group under the Sponsorship Agreement with UCC-SAH, and (ii) monitoring and supervision of the activities of the Sponsor Group in carrying out its obligations and responsibilities to the Sponsored Family as provided herein;

4.1.2 Assist the Sponsor Group to establish their group, through community meetings, individual Sponsor Group meetings and open Church Refugee Committee meetings;

4.1.3 Introduce individuals who want to help in the PSR Program for refugee families to locate a Sponsor Group that matches their interest;

4.1.4 Provide the required processes and forms to facilitate the Sponsor Group initiating its sponsorship of a Syrian family as part of the PSR Program;

4.1.5 Schedule resettlement training for members of the Sponsor Group;

4.1.6 As requested, act as a liaison with immigration services at Toronto International Airport to ensure smooth arrival and initial greeting of the Sponsored Family; and

4.1.7 Receive monthly reports and updates from the Sponsor Group related to its Sponsored Family at Church Refugee Committee meetings.

4.2 For a period of 7 years after the end of the Sponsorship Period, the Church will retain a record of (i) receipts and distributions of funds related to the Separate Account, and (ii) any documentation it receives from the Sponsor Group pursuant to the provisions of section 3.1.5(a), section 3.4 and section 3.5; provided, however, the Church will not be responsible or liable to the Sponsor Group for accidental loss, destruction or change to such records. As long as such records are retained by the Church pursuant to this section 4.2, on request, such records will be available to the Sponsor Group for review.

4.3 The Church will maintain personal information provided to the Church by the Sponsor Group relating to the Case Request and related procedures, background checks and Sponsor Group information in confidence and will utilize reasonable safeguards to prevent disclosure of such personal information to unauthorized third parties. The Church may disclose personal information: (i) where reasonably required to perform its obligations under this MOU and the Sponsorship Agreement, including, without limitation, providing personal information to CIC, UCC-SAH and the Canadian Revenue Agency; (ii) as may be required pursuant to a court order, subpoena or other legally compelled disclosure; and (iii) as may be reasonably necessary to protect its rights and property.

5. TERM AND TERMINATION

5.1 The MOU terminates at the end of the Sponsorship Period, save and except (i) as to the obligations of the respective parties in section 2.14, section 4.2, section 4.3, section 6.1 and section 6.2, and (ii) the obligations of the Sponsor Group in section 3.1.5 (a), section 3.4 and section 3.5, which will terminate 6 months after the Sponsorship Period.

5.2 The MOU may, by notice in writing, be terminated: (i) by mutual consent of the Church and the Sponsor Group; (ii) by the Church, if the Sponsor Group materially fails to carry out its obligation to the Sponsored Family as provided herein; or (iii) by either party, if the other party has materially breached any provision of the MOU, and such breach has not been cured within 15 calendar days following notice of such breach by the non-breaching party.

5.3 If the MOU is terminated under section 5.2, the Church will use all reasonable efforts to co-ordinate alternative sponsorship arrangements for the Sponsored Family and, in such circumstances, the Sponsor Group understands and agrees that the Church is authorized to use the balance of the Settlement Funds in the Separate Account to pay the ongoing Settlement Costs for the Sponsored Family.

6. **GENERAL**

6.1 Limitation of Liability. The Sponsor Group acknowledges and agrees that, unless the Church is found to be fraudulent or grossly negligent in carrying out its responsibilities and obligations under the MOU or the Sponsorship Agreement, the Sponsor Group will not make any claims or bring any actions of any kind whatsoever against the Church, its officers and representatives. Except in connection with any fraudulent activity or gross negligence of the Church, the Sponsor Group agrees that the Church and its officers and representatives will have no liability whatsoever for any costs or damages of any kind in connection with this MOU or the Sponsorship Agreement to the Sponsor Group or any member thereof, directly or indirectly.

6.2 Dispute Resolution. If any dispute or difference arises out of or in connection with this MOU or related thereto, a party may deliver to the other party a dispute notice (setting out, in reasonable detail, the disputed issue(s)). Thereafter the parties will attempt to resolve the dispute by good faith negotiations. Such good faith negotiations may include, if the parties agree, review of the dispute by the Board of the Church who will fairly and expeditiously hear the dispute and provide a suggested solution.

6.3 Interpretation. Any reference in the MOU to gender includes all genders. Words importing the singular number only will include the plural and vice versa. The insertion of headings in the MOU are for convenience only and are not to affect its interpretation. The MOU may only be amended or otherwise modified by written agreement of the Church and the Main Contact Member of the Sponsor Group. No waiver of any provisions of the MOU will be binding unless executed in writing by the party to be bound by the waiver. A party’s failure or delay in exercising any right under the MOU will not operate as a waiver of that right and a single or partial exercise of any right will not preclude a party from any other or further exercise of that right. If a provision of this MOU is determined to be invalid or unenforceable by a court or arbitrator that provision will be severed, and the remaining provisions will remain in full force and effect. The MOU will be binding upon and enure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns.

6.4 Certain Schedules. It is understood that certain of the Schedules are to assist with the proper administration of the obligations of the parties hereto. As reasonably required, and on notice to the Sponsor Group, the Church may update the form of Schedule C and Schedule D, from time to time.

IN WITNESS WHEREOF the parties have executed this MOU by their duly authorized officers/representatives, all as of the date first above written.

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| Witness |  | [ABC] in his/her own capacity and on behalf of the [XYZ Sponsor Group] |
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| CONGREGATION NAME |
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|  |  |
| Per: |  |
|  | [NAME]Clerk of Session |
|  |  |
|  |  |
| Per: |  |
|  | [NAME]Chair of the Refugee Committee |

**SCHEDULE A
KEY MEMBERS OF SPONSOR GROUP**

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| Witness Signature |  | SignatureName: |
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| THE ABOVE KEY MEMBERS OF THE SPONSOR GROUP ACKNOWLEDGE AND AGREE THEY HAVE READ AND UNDERSTOOD THE MOU, AND PARTICULARLY CONFIRM AND AGREE TO SECTION 1.5 AND SECTION 6.1. |

**SCHEDULE B
SPONSOR GROUP SETTLEMENT OBLIGATIONS**

1. Assume the **responsibility for the implementation of refugee sponsorships** in the Greater Toronto Area, including those duties set by the Citizenship and Immigration Canada (CIC) in relation to refugee resettlement

(2) Ensure that **proper funding** and supports are available from government and civil society generally to the refugee families

(3) **Meet arriving Sponsored Family** at point of entry (usually local international airport)

(4) **Arrange any required transport rentals**

(5) **Secure temporary accommodations** until long-term rental accommodations are available

(6) Secure long-term **accommodations** (12 month lease) and **paying rent**

(7) Providing **cost of food**, and **introduction to shopping** in community

(8) Arrange for **utilities**, and **communications**

(9) Provide **for other day-to-day living expenses**

(10) Provide **initial clothing and footwear needs,** and future **seasonal clothing and footwear** needs

(11) Provide **furniture**, including mattresses

(12) Provide **household small appliances and kitchenware**

(13) Locate and provide **interpreters**, as required

(14) **Accompany Sponsored Family to appointments**, as required

(15) Assist with all **applications** for documents or identity cards, including SIN, provincial health-care coverage (OHIP), driver’s license, Ontario Photo Card, Child Tax Benefit and Interim Federal Health Plan (IFHP)

(16) Assist in **selection of a family physician and dentist**;

(17) Assist, as required, for enrollment of **children in school**,

(18) Enrolling **adults in language training,**

(19) **Introduce** Sponsored Family to people with similar cultural interests;

(20) Provide orientation with regard to **banking services**, **transportation**, etc.

(21) Assist with preparation of **government forms** and **income tax returns**

(22) Help in the **search for employment**.

**All these specific tasks must be done at different times and each requires different amounts of time, expertise and skills to cover all the needs of the Sponsored Family.**

**SCHEDULE C**

**DONATION – FUNDING RECORD**

**REFUGEE SUPPORT PROGRAM**

**NAME** (for Charitable Donation Tax Credit Receipt)

First Name\* Middle Name\* Last Name\*

Phone\* email\*

**ADDRESS\***

Street Address

City Province Postal Code

**PAYMENT METHOD Cheque\***

 **Canada Helps** (Enter Reference #)

 **Other** (Provide details)

“Make cheque payable to [CONGREGATION NAME]

*If applicable, indicate the name of the Sponsor Group you wish to support in the box below.*

**DONATION AMOUNT**

**SPONSOR GROUP NAME** (Optional)

[CONGREGATION ADRESS]

**Print form, sign and date,**

**Please attach cheque and mail to:**

Charitable Donation Tax Credit Receipt will be issued for the calendar year in which the donation was made.

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| Signature |  | Date |  |

CRA Charitable Registration **######### RR 0001**

27/11/15