# TEMPLATE FOR A CHURCH WORKING WITH A SOLE COMMUNITY BASED SPONSORSHIP GROUP

## Memorandum of Understanding

**CHURCH Name**

**CHURCH Address**

**and**

**SPONSOR GROUP**

**c/o Main Contact Name**

**Address of main contact**

This Memorandum of Understanding (“MOU”) between CHURCH Name (the

“CHURCH”) and the SPONSOR GROUP Name, (the “SPONSOR GROUP”), is for the specific purpose of working together for the resettlement of a refugee family (families) to Canada. CHURCH Name undertakes this work as a faithful response to God’s call as revealed in the gospel of Jesus Christ to support the needy and vulnerable. As part of this work CHURCH Name has adopted a Refugee Outreach program approved **(date of adoption of program and body adopting**) and will work with others within the community to implement the program.

### 1. GENERAL AGREEMENT

The CHURCH has agreed to work with the SPONSOR GROUP to sponsor a refugee family (the “Sponsored Family”). Therefore the SPONSOR GROUP and the CHURCH wish to enter into this memorandum of understanding to set out their respective duties and responsibilities;

The CHURCH, in accordance with its approved program, will act as the recognized Community Sponsor as such term is defined in the Sponsorship Agreement between the Sponsorship Agreement Holder name, (“SAH”) with Citizenship and Immigration Canada (“CIC”);

Therefore the SPONSOR GROUP and the CHURCH agree as follows:

CHURCH agrees to provide the framework (ie act as an authorized Constituent Group) to initiate a request to CIC through UCC- SAH to sponsor Sponsored Family (a “Case Request”).

While the CHURCH will have responsibilities and obligations regarding the Sponsored Family to UCC-SAH under the Sponsorship Agreements it is understood and agreed the SPONSOR GROUP will be responsible for the day to day obligations and responsibilities for reception, care, lodging and settlement assistance, well-being and support of the Sponsored Family for the 12 month period commencing with the date of arrival of the Sponsored Family.

Subject to any funds available from government programs to assist in the relocation costs for refugee families the SPONSOR GROUP is 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. That includes but is not limited to the responsibilities laid out in **Schedule A - SPONSOR GROUP Settlement Obligations** (the “Settlement Costs”).

Upon signing this 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 disbursement of funds from the Separate Account are under the full direction and control of CHURCH. It is further understood and agreed fund in the Separate Account will not be invested.

### 2. DONATED FUNDS

2.1 Except as provided herein, CHURCH and SPONSOR GROUP agree that all

funds in the separate account to be set up under the terms of this agreement are to be used expressly for Settlements Costs and for no other purpose. CHURCH and SPONSOR GROUP agree that there will be no financial benefit accruing or payable to any of the CHURCH, a member of the SPONSOR GROUP or any person not dealing at arms’ length with any of these parties.

2.2 Funds from members of the SPONSOR GROUP and from any donors who direct funds to support the Sponsored Family are to be made payable to CHURCH and accompanied by a Refugee Funding Form attached as **Schedule B - Refugee Funding Form.**

2.3 Funds donated to the CHURCH for this designated program of the Church qualify for the issuance of a charitable tax receipt for Canadian income tax purposes, in accordance with CRA rules.

2.4 Donated funds to the Church’s program are gifts and therefore non-refundable. Funds remaining at the end of the 12 month period will either be distributed to the Sponsored Family, transferred to the refugee fund of the CHURCH or dealt with in accordance with section 5.1. The CHURCH will close the Separate Account 6 months after the 12 month period has ended.

2.5 The SPONSOR GROUP has no direct access to the funds in the Separate

Account. The SPONSOR GROUP and its proscribed signing authority initiates payment requests for Settlement Costs to CHURCH. These payment requests are to be authorized by the Chair of the Refugee Committee of the CHURCH or the Chair’s delegate, prior to action by the CHURCH. All requests must be accompanied by supporting invoices and must be for Settlement Costs.

2.6 Electronic Fund Transfer services may be used for documented fixed monthly expenses such as rent, and living expenses for the Sponsored Family to simplify the repetitive payment process.

2.7 All banking fees and charges, relating to activity on the Separate Account, including any administrative costs for book keeping incurred by the CHURCH, will be charged against the Separate Account.

2.8 CHURCH agrees to provide SPONSOR GROUP with regular bank statements providing details of activity on the Separate Account. Periodic requests for updates can be made to the Chair of the CHURCH Refugee Committee.

2.9 If for any reason the SPONSOR GROUP defaults in its obligations CHURCH may proceed to disburse Settlement Costs from the Separate Account as it deems appropriate.

2.10 It is agreed that leasing accommodation for the sponsored refugee family is the responsibility of the SPONSOR GROUP. The SPONSOR GROUP will use its best efforts to assure that the lease be in the name of the Sponsored Family, and the landlord be urged to accept rental payment from the CHURCH. It is acknowledged that a member of the SPONSOR GROUP may be required to be a Guarantor by landlord.

2.11 Contracts for services, such as communications may not exceed the twelve month period of the settlement phase and should only be entered by the SPONSOR GROUP based on the settlement budget for such services.

### 3. SPONSOR GROUP OBLIGATIONS

Prior to CHURCH initiating the Case Request SPONSOR GROUP will fulfill the support obligations outlined in Schedule A including:

3.1 Recruit members for their Group.

3.2 Fund the Settlement Costs of the Sponsored individuals which are to be a minimum $36,000 for a family of 4, and $40,000 for a family of 6.

3.3 Only SPONSOR GROUPs that have deposited the suggested minimum funding with the CHURCH, noted in paragraph 3.2 will have their Case Request forwarded to the SAH for processing with CIC.

3.4 Complete all required documentation to initiate the Case Request;

3.5 Identify a Main Contact for the SPONSOR GROUP, whose address becomes the address of record for the SPONSOR GROUP and who becomes the signator for this MOU.

3.6 Select a Delegate to the CHURCH Refugee Committee to represent the SPONSOR GROUP.

3.7 Role of SPONSOR GROUP Refugee Committee Member is to:

* attend Refugee Committee meetings and provide a monthly narrative report to the committee regarding the Sponsored Family;
* receive reports on, and monitor the settlement funds in the Separate Account;
* facilitate communication between the SPONSOR GROUP, the CHURCH’s Refugee Committee and other sponsor groups represented on the Refugee Committee; and
* Share best practices and SPONSOR GROUP experience with the CHURCH’s Refugee Committee.

3.8 Select an Alternate Delegate from the SPONSOR GROUP membership to stand-in for the SPONSOR GROUP Refugee Committee member should he/she not be able to attend a CHURCH Refugee Committee meeting.

3.9 Identify and provide a specimen signature for the SPONSOR GROUP member who will be the signing authority for all forms required by the SAH Citizenship and Immigration Canada, and to initiate payments for Settlement Costs (the “Signing Authority”).

3.10 Provide CHURCH with a list of members of the SPONSOR GROUP, whether they are involved in the settlement work or funding members as indicated on the SPONSOR GROUP. This list will identify each of the Main Contact and the Delegate to the CHURCH Refugee Committee, the Alternate Delegate and the Signing Authority together with the signature of the Signature Authority and will be kept up to date by the Main Contact of the SPONSOR GROUP.

3.11 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 or provide the CHURCH with a copy of a valid background check dated within the last two years.

3.12 Ensure that all members of the SPONSOR GROUP who will come in contact with the Sponsored Family attend a Settlement Training session, which covers all aspects of settlement.

3.13 After the Case Request has been made by the Church to UCC-SAH, SPONSOR GROUP will ensure the day to day obligations and responsibilities to the Sponsored Family are carried out. SPONSOR GROUP will keep the Church informed of activities with the Sponsored Family through the Church’s Refugee Committee, and otherwise as required.

### 4. CHURCH OBLIGATIONS

As the program holder CHURCH will:

4.1 Be responsible for oversight of the Refugee Support Program and its finances.

4.2 Assist SPONSOR GROUPs establish their group, through Community Meetings, individual SPONSOR GROUP Meetings and open Refugee Committee meetings.

4.3 Introduce individuals who want to help the Syrian Refugee Cause locate a

SPONSOR GROUP that matches their interest.

4.4 Ensure that the SPONSOR GROUP has raised the funds required for this work

prior to advancing the Case Request.

4.5 Provide the required processes and forms to facilitate the SPONSOR GROUP

initiating its sponsorship request.

4.6 Facilitate background checks.

4.7 Schedule Settlement Training.

4.8 Act as a communication channel between the SPONSOR GROUP and the SAH;

4.9 Identify key member strengths and experiences within the SPONSOR GROUP

that may be shared with other sponsor groups under the CHURCH’s umbrella

program.

4.10 Act as a liaison with immigration services at Toronto International Airport to ensure smooth arrival and initial greeting of Sponsored Family.

4.11 Provide a Separate Account for the Settlement Costs in accordance with this

Agreement.

4.12 Facilitate payment of Disbursement Requests.

4.13 Provide regular electronic bank statements of the Separate Account activity to the SPONSOR GROUP.

4.14 Within reason, provide ad-hoc electronic bank statements to the SPONSOR

GROUP.

4.15 Review reports and updates from SPONSOR GROUP related to the refugee program, monitoring progress and reporting status through the Refugee Committee. These reports to be provided, at minimum, on a monthly basis to be received one week after the end of the month being reported on. In addition annual narrative and financial reports will be provided to CHURCH. These reports will be due 3 months after the completion of the 12 month sponsorship period.

4.16 Welcome refugee families to services or get togethers as invited by the SPONSOR GROUP.

4.17 Arrange and encourage regular consultations and meetings with CHURCH Refugee Committee for co-ordination and communication.

4.18 Assist the SPONSOR GROUP with the selection of the refugees to be sponsored according to the needs, eligibility, and admissibility as set out in the CIC refugee criteria.

4.19 Work with the SPONSOR GROUP to develop and execute their settlement plan for the Sponsored Family.

4.20 Maintain, for 7 years, records of receipt and distribution of funds designated for CHURCH’s program of refugee sponsorship. All records to be available, on request, to SPONSOR GROUP.

4.21 Subject to information required by the Canadian Revenue Agency or other governmental authorities or other legal compelled disclosure, CHURCH will apply the appropriate controls for the protection of personal information provided to CHURCH by SPONSOR GROUP as required for the application process, background check and donor information.

### 5. TERMINATION

5.1 This MOU ends at the end of the Sponsorship period (twelve months from the start of the Settlement Plan). Monies left in the Separate Account after that time will be directed for use by the CHURCH in accordance with the terms of this agreement.

5.2 The MOU may, by notice in writing, be terminated by (a) mutual consent of CHURCH and SPONSOR GROUP (b) by CHURCH if SPONSOR GROUP materially fails to carry out its obligation to the Sponsored Family or (c) by either party if the other party has materially breached any provision of the MOU and that breach has not been cured within 15 calendar days following notice of such a breach.

5.3 If the MOU is terminated under 5.2 CHURCH will use all reasonable efforts to co-ordinate alternative sponsorship arrangements for the Sponsored Family.

5.3 In case of a disagreement between the SPONSOR GROUP and the CHURCH, the [including but not limited to the Refugee Committee, Treasurer, Administration and Finance, Board] as named by the CHURCH will hear the arguments from both parties and provide a decision. The decision of CHURCH is final.

### 6. Limitation of Liability

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.

Dated this day of , 201 .

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[CHURCH] [Witness]

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[SPONSOR GROUP] [Witness]

**Schedule A - SPONSOR GROUP Settlement Obligations**

* Assume the **responsibility for the day to day implementation of refugee sponsorships** in the [place name area] including those duties set by the Citizenship and Immigration Canada (CIC) in relation to refugee resettlement
* Ensure that **proper funding** and supports are available from government and civil
* society generally to the refugee families
* **Meet arriving refugee family** at point of entry (usually local international airport), **renting any required transport**
* **Secure temporary accommodations** until long-term rental accommodations are
* available
* Securing long-term **accommodations** (12 month lease) and **paying rent**,
* Providing **Cost of food**, and **introduction to shopping** in community
* Arrange for **utilities**, and **communications**
* Provide **for other Day-to-day living expenses**
* Provide **initial Clothing and footwear needs,** and future **seasonal clothing and**
* **footwear** needs
* Provide **furniture and furnishings**, including mattresses, household small appliances and kitchenware
* Locate **interpreters**
* Accompany to **appointments**
* **Assist with all applications** for documents or identity cards including SIN, provincial
* health-care coverage (OHIP), Driver’s licence, Ontario Photo Card, Child Tax Benefit
* and IFHP
* Assist in selection of a **family physician and dentist**;
* Enrol children in **school**,
* Enrolling adults in **language training (ESL),**
* **Introduce newcomers** to people with similar cultural interests;
* Provide **orientation** with regard to banking services, transportation, etc.
* Assist with **preparation of Government forms and Income Tax**
* 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 the needs of the sponsored refugees.

### Schedule B - Refugee Funding Form

