



Citizenship and
Immigration Canada

Citoyenneté et
Immigration Canada

IP 3

In Canada Processing of Convention Refugees Abroad and Members of the Humanitarian Protected Persons Abroad Classes

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Guide for Refugee Travel to Canada

INTRODUCTION

The Guide for Refugee Travel To Canada sets out parameters and procedures to assist officers, both abroad and in Canada, in the transportation of refugees (including humanitarian classes and privately-sponsored) from point of embarkation overseas to final destination in Canada. It is intended to facilitate a manageable flow of arrivals and a less stressful journey for the refugee.

1. TRAVEL ARRANGEMENTS

1.1. Choosing an Air Carrier

Consideration should be given to airlines that provide the most cost-effective travel arrangements. Visa Posts shall use International Organization for Migration (IOM) services where available.

1.2. Maximum Number of Refugees Per Flight

The availability of staff and facilities at the Port of Entry (POE) requires that the maximum number of refugees per flight be 75 refugees. Despite this restriction, it is still possible for a POE to be faced with a large number of arrivals, at the same time, from various parts of the world. Consequently, the POE must assume responsibility for ensuring adequate staff and facilities are available to accommodate arrivals. This is one of the reasons why it is so important for the POEs to receive Notification of Arrival Transmissions (NAT) in sufficient time (10 working days prior to refugee arrival in Canada).

If there is a need for a Visa Office to book more than 75 refugees on any given flight, a message stating the reasons for the request must be sent to the Matching Centre. This request must be sent to the Matching Centre at least 15 working days in advance of the flight date. The Matching Centre will consult regional officials and respond to the request within 2 working days.

1.3. DAYS OF ARRIVAL

1.3.1 Government-Assisted Refugees

- a) Government-assisted refugee and humanitarian cases (GARs) may not arrive on Friday, Saturday, Sunday or on statutory holidays unless there are extenuating circumstances. Note that there are different statutory holidays by province.
- b) An updated list of Canadian Statutory holidays is distributed to Missions and IOM each fall by the Matching Centre. See "*Holidays Recognized in Canada*" at the end of this Appendix for a generic list. A more detailed and current list can also be obtained by contacting the Matching Centre.
- c) Some Friday arrivals may be allowed when the final destination is the local POE. Matching Centre and Regional Headquarters (RHQ) approval is required. Send your requests directly to Matching Centre which will coordinate.
- d) Exceptions are dealt with on a case by case basis in extenuating circumstances. Contact the Matching Centre to coordinate exceptional cases.

1.3.2 Privately-Sponsored Refugees

- a) Friday and weekend arrivals of privately-sponsored refugees (PSR) are permitted, but should be kept to a minimum. The name and telephone number of the sponsor must accompany the refugee to Canada. Notification of Arrival Transmissions (NATs) should indicate weekend arrivals as an alert to the POE staff and include names and telephone numbers of sponsors.
- b) The Visa Office must ensure that NAT instructions are followed to ensure that the sponsor is advised of the arrival.

1.4. Time of Arrival

The organization/agency making travel arrangements abroad must ensure refugees will arrive at their final destination before 2200 hrs. local time.

1.5. Winter Arrivals

Between October 15 and April 15, winter clothing distribution centres are available exclusively at Ports of Entry in Montreal, Toronto, Calgary and Vancouver. Refugees requiring winter clothing immediately on arrival must arrive through these POEs.

1.6. Connecting Flights

When scheduling connecting flights, at least 4 hours are required at the initial POE to allow for landing procedures, clearing customs, distribution of winter clothing if applicable, and transportation to connecting flights. This is especially critical in Toronto as refugees often must travel between terminals or airports and several hours may be required.

1.7. Overnight Stay

It is sometimes necessary to delay onward travel to final destination to ensure arrival within the time guidelines. Arrangements must then be made for an overnight stay at the POE.

Onward travel to destination should not depart POE before 1000 hrs. because of required commuting time and the availability of escorts.

1.8. Ticket for Onward Travel

Travel arrangements for the journey from POE to final destination should be made at the time of original flight booking, with the exception of Quebec destined cases. Airline tickets must provide flexibility for onward travel up to 7 days after arrival at the POE to avoid the necessity of issuing a Transportation Warrant (IMM 0500) for a new ticket at the regular fare and requesting a credit for the lower cost of the unused ticket portion. IOM missions receive a copy of these Travel Guidelines.

Travel arrangements for all Quebec destined refugees are limited to Montreal. In addition, Quebec destined refugees should enter Canada at Montreal whenever possible.

1.9. Change in Travel Plans

- ◆ Changes of destination when refugees are in transit should be discouraged whenever possible.
- ◆ Officers at the POE must advise the CIC of final destination, using the client's file number, of any change in travel plans such as a missed connection, unplanned overnight stay or cancellation of onward flight.
- ◆ Changes to another province must be reported to the Matching Centre. Fax number is 613-952-4753.

1.10. Secondary Migration

Secondary migration is a serious issue. When resettled refugees arrive at a POE or in the community of final destination and decide to move to a community other than the community of final destination, there is an impact of resources and in-Canada infrastructures.

It is important that refugees identify during the interview that they have family or friends in Canada, in order to assist in destining decisions.

Visa officers should counsel refugees:

- ◆ they should identify family or friends so that an appropriate destining decision can be made;
- ◆ they should go to the final destination and remain in the community while they receive settlement services that will assist them to become self-sufficient in Canada; and
- ◆ refugees who stay in their community of final destination have better access to programs and services that will benefit them in the longer term.

Refugees are to be counselled that if they decide to change their final destination at the POE, they will need to make their own arrangements for temporary accommodation, etc. The same applies if they move from their community of final destination to another community within the first year of residence.

1.11. Cut-Off Date

The yearly cut-off date for GAR arrivals is on or about December 15th. Arrangements should be made through the Matching Centre for any refugees travelling after that date.

The first travel day after the cut-off is usually the first business day following New Year's Day (except for Quebec where it falls on the second normal working day).

Only exceptional cases can be accommodated between the cut-off date and the first official day for travel.

Note that this deadline does not apply to privately sponsored refugees.

2. MANAGING REFUGEE DESTINATIONS

2.1. Quebec

For refugees in transit through Montreal, the Matching Centre must be advised by e-mail, and the Matching Centre will advise the ministère de l'Immigration et des Communautés culturelles(MICC).

Whenever possible, all refugees destined to the province of Quebec should enter Canada at the POE in Montreal (Pierre Elliot Trudeau). MICC has responsibility for managing refugee travel to the community of final destination.

2.2. Urgent Protection Cases

Urgent protection cases must have the special identifier FTS on their NAT. UPP NATs do not have to

2.3. NAT Sequence

NATs must be numbered sequentially. A new sequence must be started on NATs for refugees travelling in a new calendar year. i.e. The first NAT sent in December 2008 for a January 2009 arrival will have the sequence number 001/09 assigned to it.

3. TRANSPORTATION AND ASSOCIATED COSTS

3.1. Transportation Loans- Inland Transportation Costs

Inland transportation costs to final destination should be included on the transportation warrant (IMM 0500) by the responsible IOM mission or transportation company abroad. This may include meals en route, overnight accommodation, ground transportation and incidental expenses. Should inland transportation en route to the final destination be required and was not pre-arranged overseas, the travel costs may be covered by an IMM 0500 issued at POE.

3.2. Resettlement Assistance Program

Government-assisted refugees and humanitarian cases are eligible for the Resettlement Assistance Program (RAP). The cost of overnight accommodation is provided as a contribution under RAP and therefore not entered on the IMM 0500. Please ensure a subsequent IMM 0500 is not approved to cover the cost of an overnight stay in Canada for GARs.

3.3. Unexpected Overnighting Requiring IMM 0500

- a) Occasionally, privately-sponsored refugees (CR3,RA3,RS3) have to stay overnight at the POE. In such instances, the immigration officer can approve a Transportation Warrant (IMM 0500) to cover the costs of the in-transit accommodation and related expenses (i.e., meals at the hotel). The warrant number of the original IMM 0500, where applicable, must be recorded in Box 5 of the subsequent IMM 0500. The loan holder must present the IMM 0500 to the hotel which will fill in the expenditure amount and send the original to the following address:

Citizenship and Immigration Canada
Revenue Accounting
4th floor
300 Slater Street
Ottawa, Ontario K1A 1L1

- b) Privately-sponsored refugees should be apprised by the visa officer that they must bear the cost of overnight stays and related expenses, where required.

3.4. Contribution Program for Transportation and Associated Costs

Special needs refugees such as disabled refugees, large refugee families and sole parent refugee families may qualify for a transportation contribution in lieu of a loan. The Visa Office may request that travel be paid through a contribution. Each request is reviewed individually at NHQ. Requests should be addressed to the Matching Centre.

4. EXCESS BAGGAGE

Excess baggage is often a problem as some overseas carriers permit the refugees to carry more baggage than North American carriers. Canadian carriers are enforcing their baggage regulations. Excess baggage will not be allowed to board unless it is prepaid by the refugee.

The visa officer, IOM and others making travel arrangements should counsel refugees on the number, weight and dimensions of pieces of baggage allowed per person travelling to Canada.

Any oversized suitcase, parcel, or bag will have to be repacked at the departure point to meet air carrier dimension and weight requirements before boarding a flight to Canada. Refugees should also be advised that temporary baggage storage units are no longer available in Canadian airports.

4.1. Personal and Household Effects

Refugees have responsibility for shipping arrangements and related costs for their personal and household effects. These costs cannot be financed under the Immigrant Loans Program nor under the Resettlement Assistance Program (RAP).

4.2. Prohibited Items

Visa Posts and IOM should counsel refugees regarding items, especially food stuffs, which cannot be brought into Canada. Excessive delays are caused at POEs when Canada Border Services or Agriculture Canada officials must search each piece of baggage. Refugees should also be counselled on what is allowed in carry-on bags.

5. MINORS (Unaccompanied)

5.1. Age of Majority

The age of majority varies from province to province in Canada. The age of 18 is considered the age of majority in Quebec, Manitoba, Saskatchewan and Alberta. The age of 19 is considered the

age of majority in Newfoundland, Nova Scotia, Prince Edward Island, New Brunswick, Ontario and British Columbia.

5.2. Avoid Overnight Stay

Unaccompanied minors are often met by the sponsor at the POE, but on occasion they must proceed inland to be met by the sponsor at final destination. Therefore, if at all possible, travel arrangements for minors are to be made in such a manner that overnight stay at the POE is avoided.

5.3. Child Minding Services

In those cases where an overnight stay is unavoidable, arrangements must be made for child-minding services, as minors cannot be left alone. Neither reception services nor POE have the mandate or facilities to provide overnight stays for privately-sponsored minors in transit. While minors are generally placed with a family during the flight, there are no standard arrangements for the duration of the stay at the POE, which can leave the child in a potentially vulnerable situation. IOM must contact either the parent, guardian or sponsor directly before arranging flights in order to avert any difficulties.

5.4. Contact Information

Because it is particularly important to clearly identify unaccompanied minors, travel arrangements must always be provided on a separate NAT or a message separate from the NAT. This communication must include the name, telephone number and address of the contact or sponsor in Canada in case of an emergency or of a change in travel arrangements. Please ensure that the NAT has been received.

5.5. Assigned Refugee

If a minor is travelling in the company of another refugee assigned to provide assistance during the flight, that person must also be identified on the NAT and/or message.

5.6. Airline Restrictions

Some transportation companies in Canada place restrictions on minors travelling alone. Visa posts and IOM must ensure, when making travel arrangements abroad, that the carrier for the Canadian leg of the trip will allow the minor to travel to the final destination unaccompanied. Confirmation of these arrangements must be included on the NAT.

6. PETS

6.1. Financial Responsibility

There are no provisions to pay for the transportation of pets under the Immigrant Loans Program. If a refugee wishes to take along a pet, he or she will have to bear the costs of transporting the pet to the final destination in Canada. These costs must be paid in advance overseas. The

refugee will have to ensure that the pet meets Canada Border Services and Agriculture Canada requirements, and must make travel arrangements to a local kennel or other appropriate lodging for a period of quarantine, if required. Many ground carriers will not transport pets. The refugee will also be expected to cover the costs of placing the pet in a kennel while awaiting permanent living quarters, as temporary accommodation is likely not available to those persons with pets. The costs of an inspection by an Agriculture Canada veterinarian at the POE, if required, must also be paid by the client.

6.2. Permanent Accommodations

Refugees must be made aware by Visa Posts and IOM, prior to their departure, that permanent accommodation is difficult to locate when the family has a pet, because many landlords do not allow any animals in their buildings. In the case of sponsored refugees, it is essential that the sponsor be made aware of the presence of a pet.

6.3. Quarantine Requirements

Quarantine requirements should be obtained before travelling, and the necessary steps taken to adhere to the requirements. Animals requiring vaccination must receive such vaccines within a prescribed time period prior to travel. Visa Posts and IOM must ensure that refugees are aware of the requirements well ahead of travel dates.

6.4. Advance Notice

Visa posts should indicate on the NAT when refugees are traveling with pets.

Holidays Recognized in Canada		
January 1st	New Year's Day	
January 2nd		Quebec only
3rd Monday of February	Family Day	
Good Friday	date variable	
Easter Monday	date variable	
3rd or 4 th Monday of May	Victoria Day	
June 24	Fête Nationale	Quebec only
July 1	Canada Day	
1st Monday of August	Civic Holiday	except Quebec and Alberta
1st Monday of September	Labour Day	
2nd Monday of October	Canadian Thanksgiving	
November 11	Remembrance Day	except Quebec
December 24	Christmas Eve	Quebec only
December 25	Christmas Day	
December 26 or the first normal working day after Christmas Day	Boxing Day	
December 31	New Year's Eve	Quebec only

Note: The yearly cut-off date for GAR arrivals is on or about December 15th. Arrangements should be made through the Matching Centre for any refugees travelling after that date.

Note: The first travel day after the cut-off is usually the first business day following New Year's Day (except for Quebec where it falls on the second normal working day).

Terms and Conditions for Contributions to the Resettlement Assistance Program

Authority

Citizenship and Immigration Canada (henceforth known as the Department) derives its authority for resettlement programs from the *Immigration and Refugee Protection Act (IRPA)*.

Resettlement programs directly contribute to the following objective in IRPA (although other objectives are also supported):

3(2)(b) to fulfill Canada's international legal obligations with respect to refugees and affirm Canada's commitment to international efforts to provide assistance to those in need of resettlement.

Description of the Resettlement Assistance Program

The Department's mission is to build a stronger Canada by enabling the migration of temporary and permanent residents to meet the social, economic and cultural needs of communities across Canada; contributing to the management of international migration, including refugee protection; screening newcomers to help protect the health, safety and security of Canadians; supporting the successful integration of newcomers; and promoting Canadian citizenship.

The Resettlement Assistance Program (RAP) falls under the Department's second strategic outcome which is to provide *protection to refugees and others in need of resettlement*. In the context of RAP, this strategic outcome is demonstrated by the Department's achievement of annual targets for government-assisted refugees as well as the provision of an effective and more responsive Refugee Resettlement Program. The Department's Program Activity Architecture (PAA) links RAP activities to this strategic outcome and enables performance to be reported on and measured.

RAP is a program that operates within the Department's overall Refugee and Humanitarian Resettlement Program, which is an international protection program that involves the movement of refugees to a safe third country (i.e., Canada) when repatriation to the home country and integration in the country of asylum are not possible. Under RAP, certain refugees and persons in refugee-like situations (henceforth referred to as "refugees") are provided with immediate resettlement assistance, orientation services and income support upon arrival in Canada. With the exception of Quebec, RAP is a national program, operating in all other provinces. The province of Quebec receives a separate funding allocation under the 1991 *Canada-Quebec Accord* to provide similar services to eligible refugees destined to that province.

Contributions made under the RAP are divided among two groups of recipients; the refugees resettled to Canada and the service providers which provide assistance to these persons. The contributions made to eligible refugees who lack the resources to provide for their own basic needs are in the form of initial household start-up assistance and a monthly income support payment. The contributions made to service providers are primarily used in the operation of reception facilities that attend to the immediate and essential needs of the refugees. Some contributions are also provided to service providers to engage in research projects and other initiatives intended to support and improve the program.

The refugees eligible to receive direct income support contributions under RAP can be grouped into three streams: government-assisted refugees, joint-assistance cases and those supported

by other blended sponsorships. In each case, the administration of contribution funds is managed and delivered by the Department.

Government-assisted refugees (GARs) receive income support for up to 12 months, or less if their income is sufficient to meet their needs and the needs of any accompanying dependants. GARs receive contributions in advance on a monthly basis. A transportation allowance and special allowances (e.g., for refugees with children under 6 years, maternity allowance, newborn allowance, school start-up allowance, and special diet allowance) may be provided. Income support is also used for one time miscellaneous disbursements to cover exceptional circumstances (e.g., burial expenses) or items (e.g., tools and safety boots to enter a non-paid co-op work placement).

Special needs clients selected under the Joint Assistance Sponsorship (JAS) program are entitled to the same allowances as GARs but can receive RAP income support payments for up to 24 months. A JAS is a sponsorship undertaken jointly by the Department (financial assistance) and a private sponsoring group approved by the Department (emotional and social assistance and mentoring). In exceptional cases, the assistance of a private sponsoring group may be provided for up to 36 months. This program enables non-governmental organizations to assist in the settlement of disadvantaged persons who would otherwise be considered ineligible for resettlement because of their special needs or circumstances. Cases considered for the JAS program include, for example, women at risk, victims of trauma or torture, persons with an unusual family size or configuration, or persons who have been in refugee camps for extended periods of time. Private sponsoring groups for JAS cases are sponsorship agreement holders (SAHs) or other eligible sponsoring groups and are selected by the Department based on an application process.

In addition to the Joint Assistance Sponsorship program, the Department enters into other blended initiatives that involve a sponsorship undertaken jointly by the federal government and a private sponsoring group that includes a shared responsibility for the financial needs of the refugees. The terms of the blended program are determined through negotiation with the sponsoring group. An example would be that the federal government pays for the initial start-up costs and income support for a period of 3 months and the sponsoring group provides financial assistance for the remaining 9 months as well as emotional assistance and mentoring for the full 12 months. Blended initiatives provide for the more efficient and effective use of government funds by seeking alternative and shared approaches to resettlement in Canada.

The second recipient group of RAP contributions are the service providers that deliver immediate essential services to recently arrived eligible refugees. These services include but are not limited to: meeting at point of entry; providing transportation to temporary accommodations; arranging and ensuring temporary accommodation is provided immediately upon arrival; ensuring immediate essential needs are met; providing information on, and links to, mandatory federal and provincial programs; providing assistance finding permanent accommodation; providing assistance in acquiring a basic knowledge of everyday North American life skills; providing orientation sessions on financial and non-financial information; and conducting client assessment and providing referrals to other settlement programs (including LINC – Language Instruction for Newcomers, ISAP – Immigrant Settlement and Adaptation Program and Host).

In addition, the Department may fund projects, workshops or conferences which aim to improve the delivery of resettlement services. These activities, known as Stream B projects, are delivered by service providers under a contribution agreement.

Objectives and Results

RAP Objective

RAP supports the mission and strategic outcomes of the Department by protecting refugees through resettlement. The primary objective of RAP is to contribute to Canada's international humanitarian commitment to assist refugees in need of resettlement by providing financial and non-financial supports upon entry to Canada.

Expected Results

It is expected that RAP contributes to the following long-term results for Canadians:

- Canada meets its international humanitarian commitments to resettle refugees from abroad
- Resettled refugees are accepted, engaged and able to fully participate in all sectors of Canadian society
- Canada strategically contributes to the management of international migration and refugee flows

Accountability, Risk and Audit Framework

Detailed results statements for the immediate and intermediate outcomes for RAP are presented in the *Accountability, Risk, and Audit Framework (ARAF) for the Resettlement Assistance Program (RAP)* which includes a comprehensive set of performance indicators.

The components of both the Results-Based Management Accountability Framework and the Risk-Based Audit Framework for RAP are integrated into the ARAF which simultaneously looks at performance related issues and the mitigation of risks to performance. The objective of the ARAF is to support managers' efforts to strengthen accountability for achieving objectives; improve program performance through results-focused management; actively monitor and manage the risks to their program(s); and develop and use enhanced information for decision-making.

Duration

These terms and conditions will apply and payments will be made from April 1, 2005, to March 31, 2010, and may be reviewed and revised as required. An evaluation of RAP will be conducted in accordance with the Treasury Board Policy on Transfer Payments prior to seeking program terms and conditions renewal in 2010.

Eligible Recipients

There are two types of eligible recipients under the RAP program; eligible clients (refugees) and service providers. Third party agents are not employed in the delivery of RAP.

Eligible Clients (Domestic Component – Clients Located in Canada)

The following persons and their accompanying and non-accompanying family members are eligible for assistance, under RAP, in the form of income support administered by the Department and services offered by service providers:

- (a) Permanent residents admitted to Canada who have been determined to be members of the "Convention refugees abroad class" or "source country class":
 - (i) Who are selected on the basis that assistance will be provided by the federal government;
 - (ii) Who are selected as part of the Joint Assistance Sponsorship program owing to their special needs;
 - (iii) As part of a blended initiative whose application for admission to Canada is sponsored by a Sponsorship Agreement Holder (SAH) in accordance with the IRPA and its Regulations or whose application for admission to Canada is sponsored by some other approved sponsoring group as defined by IRPA and its Regulations; or
 - (iv) Sponsorship Breakdown: Whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations and where there has been a SAH sponsorship breakdown;
- (b) Permanent residents admitted to Canada who have been determined to be members of the "country of asylum class":
 - (i) Who are selected as part of the Joint Assistance Sponsorship program owing to their special needs;
 - (ii) As part of a blended initiative whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations or whose application for admission to Canada is sponsored by some other approved sponsoring group as defined in the IRPA and its Regulations; or
 - (iii) Sponsorship Breakdown: Whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations and where there has been a SAH sponsorship breakdown;
- (c) Temporary residents who are issued a permit under section 24 of the IRPA and who initially applied for admission to Canada as members of the Convention refugees abroad class or the source country class:
 - (i) Who are selected on the basis that assistance will be provided by the federal government;
 - (ii) Who are selected as part of the Joint Assistance Sponsorship program owing to their special needs;
 - (iii) As part of a blended initiative whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations, or whose application for admission to Canada is sponsored by some other approved sponsoring group as defined in the IRPA and its Regulations; or
 - (iv) Sponsorship Breakdown: Whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations and where there has been a SAH sponsorship breakdown;
- (d) Temporary residents who are issued a permit under section 24 of the IRPA and who initially applied for admission to Canada as members of the Country of asylum class:

- (i) Who are selected as part of the Joint Assistance Sponsorship program owing to their special needs;
 - (ii) As part of a blended initiative whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations, or whose application for admission to Canada is sponsored by some other approved sponsoring group as defined in the IRPA and its Regulations; or
 - (iii) Sponsorship Breakdown: Whose application for admission to Canada is sponsored by a SAH in accordance with the IRPA and its Regulations and where there has been a SAH sponsorship breakdown;
- (e) Persons who were members of the Protected temporary residents class who become permanent residents under section 151.1 of the Regulations;
 - (f) Permanent residents admitted to Canada who were granted permanent residence under section 25 of the IRPA. Eligibility for RAP is restricted to foreign nationals who are in urgent need of protection and who, if not for the fact that they have been unable to leave their country of origin, would otherwise meet the criteria as a member of the Convention refugees abroad class. The approval of RAP funding for these persons is restricted to Directors General. Persons selected under section 25 for the purposes of urgent protection are distinct from others selected for humanitarian and compassionate reasons; and
 - (g) Permanent residents and temporary residents admitted to Canada who apply for admission to Canada as members of any future humanitarian-protected persons abroad classes.

Permanent residents and temporary residents who meet the requirements of any one of the above-referenced eligibility criteria are hereafter referred to as "eligible clients". Eligible clients must permanently reside in Canada in order to remain eligible for assistance under RAP.

Special Needs Clients

There are eligible clients among those described above, who may have special needs and who may be eligible for benefits because of the existence of factors including, but not limited to:

- (a) a large number of family members;
- (b) trauma resulting from violence or torture;
- (c) medical disabilities; and
- (d) the effects of systemic discrimination.

Eligible clients described in the criteria above are hereinafter referred to as "special needs clients". Special needs clients may be deemed "special needs" when selected abroad or upon arrival in Canada by a Departmental official.

Eligible Clients (International Component – Clients Located Outside Canada)

The following persons and their accompanying and non-accompanying family members are eligible for assistance from RAP service providers located outside Canada:

- (a) Persons who have been selected to come to Canada as
 - (i) members of the Convention refugees abroad class; or

- (ii) members of the humanitarian-protected persons abroad classes.
- (b) Persons whom Canada intends to select as
 - (i) members of the Convention refugees abroad class; or
 - (ii) members of the humanitarian-protected persons abroad classes.
- (c) Persons whom Canada is considering for selection as
 - (i) members of the Convention refugees abroad class; or
 - (ii) members of the humanitarian-protected persons abroad classes.
- (d) Persons who are issued a temporary resident permit pursuant to section 24 of the IRPA and who had initially applied for admission to Canada as members of the Convention refugees abroad class or the humanitarian-protected persons abroad classes.
- (e) Persons selected under section 25 of the IRPA for the purposes of urgent protection as described in paragraph (f) of Eligible Clients (Domestic Component – Clients Located in Canada) who Canada has selected, intends to select or is considering for selection.

For greater clarity, eligible clients who are located outside Canada and have not been admitted to Canada as permanent or temporary residents are not eligible for income support assistance under RAP.

Service Providers

The following entities are eligible recipients of RAP contributions in order to provide services and assistance to eligible clients:

- (a) a business;
- (b) a non-profit corporation;
- (c) a non-governmental organization;
- (d) an intergovernmental organization;
- (e) a community group;
- (f) an educational institution;
- (g) an individual;
- (h) an umbrella organization;
- (i) a provincial, territorial, municipal government department/agency;
- (j) the United Nations High Commissioner for Refugees (UNHCR);
- (k) a referral organization (as defined in the Regulations);
- (l) an overseas service provider; and
- (m) an international organization.

Application Requirements

Eligible Clients (Domestic and International Components)

The refugees who receive income support and services funded under RAP do not apply for these entitlements. Rather they are selected overseas on the basis that such assistance will be provided to them in preparation for departure to Canada and/or upon arrival in Canada. However, before income support payments are initiated or services are rendered, a Departmental official or service provider staff person verifies the refugee's identity and eligibility for RAP entitlements and services.

Service Providers - Domestic Component (located in Canada)

The Department requires that a prospective service provider located in Canada that is applying for a contribution under the Resettlement Assistance Program submit the following:

- (a) a detailed proposal that may include, but is not limited to, the following: a description of planned activities; how these activities will contribute to the expected program results; an implementation plan; a reporting strategy; and a detailed budget (all items must be described for each year of a multi-year funding agreement);
- (b) applicant's recent financial statements (annual audited statements preferred), if applicable; documents demonstrating applicant's legal constitution, if applicable;
- (c) disclosure of the names of any former public servants, in accordance with the Values and Ethics Code for the Public Service;
- (d) any other information deemed necessary to assess a proposal.

The Department may use advisory and consultative mechanisms in order to assess the merits of the proposals submitted.

The Department, after considering and assessing any proposals submitted by prospective service providers, will select the best proposals and may invite those applicants to enter into a service provider contribution agreement with the Department in accordance with the Treasury Board Policy on Transfer Payments, (2000-06-01).

Service Providers - International Component (located outside Canada)

The Department requires that a prospective service provider located outside Canada that is applying for a contribution under the Resettlement Assistance Program submit the following:

- (a) a detailed proposal that may include, but is not limited to, the following: a description of planned activities; how these activities will contribute to the expected program results; an implementation plan; a reporting strategy; and a detailed budget (all items must be described for each year of a multi-year funding agreement);
- (b) documents demonstrating applicant's legal constitution, if applicable;
- (c) disclosure of the names of any former public servants, in accordance with the Values and Ethics Code for the Public Service;
- (d) any other information deemed necessary to assess a proposal.

The Department may use advisory and consultative mechanisms in order to assess the merits of the proposals submitted.

The Department, after considering and assessing any proposals submitted by prospective service providers, will select the best proposals and may invite those applicants to enter into a service provider contribution agreement with the Department in accordance with the Treasury Board Policy on Transfer Payments, (2000-06-01). Departmental officials do not participate on either the Boards of Directors or advisory committees of service provider organizations located in Canada or abroad.

Eligible Costs

Eligible Clients

Eligible clients who demonstrate a lack of sufficient income to provide for their own needs and/or the needs of their dependants will be eligible for contributions to provide income support to cover the basic needs of life such as food, shelter, clothing, incidentals, transportation allowance, basic furniture, beds, tables, chairs and other essential household effects. In the case of separated minors, the one-time administrative costs associated with guardianship procedures would also be eligible.

Special Needs Clients

In addition to being eligible for contributions to provide income support to cover the basic needs of life, special needs clients who demonstrate a lack of sufficient income to provide for their own needs and/or the needs of their dependants may also be eligible for contributions to be provided on their behalf to cover certain costs including, but not limited to:

- (a) admissibility costs (such as costs associated with medical examinations when the client is outside of Canada, processing, travel documents or exit visas); and
- (b) transportation costs (including the costs associated with obtaining transportation from the point of embarkation to the point of final destination in Canada, as well as reasonable living expenses incurred during the course of the journey).

Service Providers

The Department may make contributions to service providers towards the following eligible costs:

- (a) pre-departure costs such as clean clothing prior to boarding flight to Canada;
- (b) port-of-entry costs such as warm clothing for winter arrivals (October 15 to April 15);
- (c) interpreters;
- (d) client services such as orientation sessions, assistance with locating permanent accommodation and referrals to federal and provincial programs;
- (e) delivery assistance tools;

- (f) temporary accommodation costs (commercial and reception house format) associated with maintaining a facility to house and feed eligible clients prior to placement in permanent accommodation;
- (g) temporary incidentals allowance given to eligible clients in order to purchase food where meals are not directly supplied by the service provider;
- (h) transportation costs including the transport of eligible clients from the airport to temporary accommodations, transportation allowance provided to clients for travel within city of destination and transport to permanent accommodations;
- (i) professional and/or consultancy fees for technical and legal advice, accounting and audit services;
- (j) overhead costs including utilities, rental of space and equipment leases;
- (k) office materials and supplies, telephone, postage, printing and duplication;
- (l) capital expenditures;
- (m) research projects, conferences and meetings intended to improve the delivery of services to eligible clients; and
- (n) travel and accommodation costs associated with eligible cost (m). Such costs will be consistent with the Treasury Board policy on travel and contributions will not be utilized to cover possible loss of salary or payment of an honorarium to volunteers.

Contribution recipients (service providers) must provide services under RAP free of charge to eligible clients. Similarly, they must not charge a registration fee or make any other charge in direct relation to government-funded programming for eligible clients.

Stacking Limits

Eligible Clients

Total government assistance from all sources (federal, provincial, municipal and others) shall be a maximum of 100% of eligible costs. If actual assistance exceeds this limit, the Department shall recover the amount over the stacking limit.

Service Providers

Stacking is assistance from multiple sources for the same eligible costs. The Department requires that applicants disclose any financial assistance being received from other sources for program activities and/or eligible costs supported by the Department. The Department will examine all proposed budgets prior to approval, and at various points over program funding, to ensure that only the funds necessary for the implementation of the program are made available.

Total government assistance from all sources (federal, provincial, municipal and others) shall be a maximum of 100% of eligible costs. If actual assistance exceeds this limit, the Department shall recover the amount over the stacking limit.

The Department is under no obligation to ensure that government assistance is provided at the maximum level. The Department may choose to provide lower levels of support than the maximum established.

Maximum Amount Payable

Eligible Clients

The maximum contribution to an eligible client shall not exceed \$25,000 per year.

Service Providers

The maximum contribution to a service provider, except for individuals, shall not exceed \$5 million per year. For contributions made to service providers that are individuals, the maximum contribution shall not exceed \$250,000 per year. Necessary capital expenditures, approved by the Department, of up to 10% of the value of the contribution agreement per year are allowed.

Basis and Timing of Payment

Eligible Clients

Contributions for income support will normally be made to eligible clients in advance on a monthly basis.

Contributions for income support may be made to eligible clients for the following maximum periods:

- (a) a period of up to 12 months commencing from the date of the eligible client's arrival in Canada or until such time as an eligible client's income is sufficient to meet his or her own needs and the needs of any dependants, whichever event occurs first; or
- (b) in the case of special needs clients, the maximum contribution period of 12 months as described in (a) may be extended for an additional 12 months of income support; or
- (c) in the case of separated minors, the maximum contribution period of 12 months as described in (a) may be extended for an additional 24 months of income or until the eligible client has reached the age of majority in their province of residence, whichever event occurs first.
- (d) in the case of a SAH sponsorship breakdown, commencing from the date of the SAH sponsorship breakdown and continuing throughout the balance of the sponsorship period, such period being defined in the undertaking provided to the Minister, or until such time as an eligible client's income is sufficient to meet his or her own needs and the needs of any dependants, whichever event occurs first.

Contributions for income support will generally be in accordance with the prevailing provincial social assistance rates available in the eligible clients' province of residence and will also take into consideration a range of benefits and entitlements established to ensure a nationally consistent approach to income support. Monthly amounts are in line with the eligible client's cash flow requirements.

Contributions for income support for which the eligible client was not entitled shall be considered debts due to the Crown.

Service Providers

Contributions will be made to service providers as reimbursements of eligible costs incurred or expenditures made by the contribution recipient and will be based on the presentation of acceptable claims and progress reports, as per the terms of the contribution agreement. Agreements may be up to five years in duration. At the time of claiming final payment, or at the end of each year in the case of a multi-year agreement, the service provider must provide an accounting statement and a final detailed report on the achievement of the objectives outlined in the agreement.

Alternatively, the Department may advance contributions to service providers, in accordance with the Treasury Board Policy on Transfer Payments (2000-06-01), Section 7.6 and Appendix B, when the service provider demonstrates that it will not be able to obtain the necessary start-up capital by any other means.

The Department will apply a 10% holdback provision in accordance with the Treasury Board Policy on Transfer Payments. At the time of claiming final payment, the service provider must provide a final statement of results attained.

Contributions to a service provider which are either in excess of the maximum amount payable or constitute disbursements for expenditures for which the service provider was not entitled shall be considered debts due to the Crown.

Repayable Contributions

The Department does not intend to provide contributions for the purpose of generating profits or increasing the value of a business (except as allowed in the Treasury Board Policy on Transfer Payments).

Disposal of Capital Assets

Any capital assets purchased with contributions provided by the Department under a service provider contribution agreement which have not been physically incorporated into the premises of the service provider may be disposed of in the following ways:

- (a) sold, at fair market value, and the revenue applied to eligible costs;
- (b) donated to a registered charitable organization;
- (c) transferred to another service provider or any other suitable organization; or
- (d) retained by the service provider where (a), (b) and (c) above are not possible.

Disposition of the capital assets in accordance with (a), (b), (c) or (d) above may be triggered by the occurrence of any one of the following events:

- (a) the termination of the service provider's contribution agreement; or
- (b) in the case of a service provider's bankruptcy, insolvency, or filing for protection against creditors; and
- (c) after considering all the circumstances of the case, as decided by the Regional Directors General/Directors/Managers of Resettlement Programs or the Director General, Refugees Branch or the Director, Resettlement, Refugees Branch at the Department's National Headquarters.

Due Diligence

The Department will exercise due diligence, i.e., reasonable care and attention, to ensure that the funds provided will contribute to the intended objectives and stand up to public scrutiny. This includes ensuring that the proper systems, procedures, controls, and resources are in place to manage and administer resettlement programs.

Approval Authority

Eligible Clients and Service Providers

Authority to sign and amend contribution agreements and approve expenditures pursuant to Section 34 of the *Financial Administration Act* may be delegated by the Minister to appropriate officials as per the Financial Signing Authorities Instrument for the Delegation of Authorities.

Reference Levels

The Department has the capacity to deliver RAP under existing reference levels. In the event that funding levels are changed by Parliament, the Department may cancel or reduce contributions.

Official Languages

RAP takes into consideration Canada's commitment to linguistic duality. The Department is committed to supporting the development and enhancement of the vitality of the minority official-language communities, as stated in the Official Languages Act of 1988. The Department is committed to ensuring that the two official-language communities and the regions of Canada benefit from the economic and social spin-offs of immigration.

Lobbyists

Any person lobbying on behalf of an applicant is required to be registered pursuant to the Lobbyist Registration Act.

Resettlement Assistance Program (RAP)
Agreement for Income Support Recipients

The Government of Canada, through the Resettlement Assistance Program (RAP), provides financial assistance to eligible newcomers for the basic needs of life. As an eligible recipient of income support benefits under RAP, you may receive financial assistance from the Government of Canada under the terms and conditions listed below for a maximum of _____ months from your date of arrival in Canada until _____ or until you are financially self-sufficient, whichever comes first. Income support is not an automatic benefit program and can be refused, discontinued or reduced if the conditions listed below are not met.

While receiving Income Support under the Resettlement Assistance Program,

I, _____, born on _____ having FOSS ID number _____
(Print full name) (MM/DD/YY)

and my spouse (if applicable)

I, _____, born on _____ having FOSS ID number _____
(Print full name) (MM/DD/YY)

on behalf of myself and my/our dependent family members, agree to the following terms and conditions:

- 1. I will declare to Citizenship and Immigration Canada all my funds and assets and the funds and assets of my dependent family members presently in our possession or which will follow at a later date.
2. I and my dependent family members will report all income or benefits received from any source, including but not limited to casual, part-time and full-time employment, employment insurance benefits, worker's compensation benefits, training allowances, student loans, scholarships, grants and bursaries, and social assistance payments by completing a Change of Status Form and submitting it to the Citizenship and Immigration Canada Centre at: _____. Failure to report could result in being charged with fraud under the Criminal Code of Canada.
3. I will immediately report any of the following changes to Citizenship and Immigration Canada: address change (1 month before moving), pregnancy, birth of a baby, commencement of paid work, employment change, commencement of training or change of schools, death of a family member, incarceration, hospitalization, name change, change in family composition, including a change in marital status or common law relationship, and departure from Canada by completing a Change of Status Form and submitting it to the Citizenship and Immigration Canada Centre at: _____.
4. I understand that departure from Canada for an extended period of time may impact my RAP benefits, as well as the RAP benefits of dependent family members that remain in Canada. I will report any confirmed travel by completing a Change of Status form and submitting it to the Citizenship and Immigration Canada Centre.
5. I will pursue opportunities that will contribute to my becoming self-sufficient (e.g. language training classes, college or university courses, language training classes, employment preparation programs) or I will actively seek work and be available for work at all times. I will not refuse any reasonable offer of employment or abandon employment without just cause. I will not limit myself to employment in my normal occupation but will be willing to consider all available jobs.
6. I agree to promptly repay any RAP benefits given to me which exceed the amount to which I am properly entitled and I authorize Citizenship and Immigration Canada to arrange repayment either through payroll deduction with my employer or through recovery of my RAP income support.
7. I understand that if I relocate, I am responsible for paying all moving costs and meeting any and all commitments with local landlords. I am not entitled to temporary accommodation in another city nor will any of the assistance I have already received be duplicated.
8. In the case of voluntary repatriation, I authorize Citizenship and Immigration Canada to release my date of departure from Canada to the Canada Revenue Agency for the purpose of income support-related programs administered by that Department.
9. I consent to the disclosure and/or use of personal information dealing with either myself or members of my dependants for the purpose of assisting in our resettlement and adaptation to Canada, specifically to those settlement agencies and Canadian government authorities involved in our resettlement process.
10. I acknowledge that the above information was fully explained to me to my complete satisfaction by Citizenship and Immigration Canada, my RAP SPO Counsellor or through an interpreter and I fully understand the contents. I understand that it is a criminal offence to make any false statements regarding my eligibility for the Resettlement Assistance Program and that should I fail to comply with this agreement or knowingly defraud the Government of Canada, I may be subject to criminal prosecution.
11. I acknowledge I was given a copy of this document.

Accepted and agreed to this _____ day of _____ 20 _____, in the City of _____.

Recipient

Spouse of Recipient

CIC RAP Officer

RAP SPO Counsellor (if present)

Interpreter (if used)

RAP Client Relocation Form

Instructions: This form is to be completed by the CIC RAP Officer in advance of the client relocation, if possible. Give one copy to the client, keep one copy in the client file and fax the completed form to the receiving CIC local office. In situations where the client relocates without informing their local CIC office beforehand, the receiving office should obtain the information below from the original CIC local office.

FROM (City): _____ **TO (City):** _____

COMPLETED BY: _____ **DATE:** _____

1. CLIENT INFORMATION

Primary Surname: _____

Given Name(s): _____ Date of Birth _____ (dd/mm/yyyy)

Accompanying Dependents:
(Surname, Given Name)

CIC File Number / HOF FOSS ID: _____

Arrival Date in Canada _____ (dd/mm/yyyy)

Was there a medical surveillance form on file? Yes No

2. RELOCATION INFORMATION

Reason for Relocation: _____ (family, friends, jobs, other)

Method of Relocation: _____ (plane, car, bus, etc.)

New Address (if known): _____

New Phone Number (if known): _____

New RAP Service Provider Organization: _____

3. RAP SERVICES AND INCOME SUPPORT RECEIVED TO DATE

Orientation completed as per RAP Agreement: Yes No

Last month for which income support has been provided: _____ Amount \$ _____

Start-up cheque received? Yes No Amount \$ _____

Assistance loan received? Yes No Amount \$ _____

Total calculated monthly eligible allowance: \$ _____

	\$\$	\$\$	\$\$
Clothing		Transportation	Other
Shelter		Telephone Installation	Other
Staples		School Start-up	

NOTE: The originating local CIC offices should forward relevant documentation from the client file to the receiving local CIC office, including but not limited to: NAT, SIN number, copy of loan agreement, single journey document, etc.

Start-up Cheque																																		
<u>Client's name:</u>		<u>Date of Birth:</u>																																
<u>DOA:</u>		<u>Family Size:</u>																																
<u>NAT No.</u>	<u>I.D.#:</u>	<u>Furniture Order #:</u>																																
Section A: The Assistance Loan Amount		Section B: Start-up costs (National Rates)																																
Security Deposit (Rent)	<input style="width: 100px;" type="text"/>	Staple food allowance	<input style="width: 100px;" type="text"/>																															
Total Loan	\$ <input style="width: 100px;" type="text" value="-"/>	Clothing Allowance	<input style="width: 100px;" type="text"/>																															
Record amount in section A (5) on the Imm 5355 (Assistance Loan Agreement Form)		Winter Clothing Allowance	<input style="width: 100px;" type="text"/>																															
		School Supplies	<input style="width: 100px;" type="text"/>																															
		Telephone Hook-up	<input style="width: 100px;" type="text"/>																															
		1-Time Issue (Mat or NB)	<input style="width: 100px;" type="text"/>																															
		Total	<input style="width: 100px;" type="text"/>																															
Section C: Complete this section where the basic household effects, furnishings, and linens are not provided through a standing offer agreement		Section D:																																
Basic household effects	<input style="width: 100px;" type="text"/>	Monthly Allowances (These rates normally remain the same for the duration of income support)																																
Basic linens	<input style="width: 100px;" type="text"/>	Food and incidentals	<input style="width: 100px;" type="text"/>																															
Total	\$ <input style="width: 100px;" type="text" value="-"/>	Rent	<input style="width: 100px;" type="text"/>																															
		Transportation	<input style="width: 100px;" type="text"/>																															
		Telephone	<input style="width: 100px;" type="text"/>																															
		Special Diets	<input style="width: 100px;" type="text" value="\$ -"/>																															
		Monthly School Supplement	<input style="width: 100px;" type="text"/>																															
Total Start-up Cheque		Total																																
Total Sections A+B+C+D		Total																																
		\$ <input style="width: 100px;" type="text" value="-"/>																																
Move Adjustment Cheque																																		
Section E:	After Move Adjustments:	Move Date:	<input style="width: 100px;" type="text"/>																															
	= days already paid while in temporary stay		<u>no adjustment</u>																															
	= days to be paid in temporary stay		<u> </u> <i>days to be paid</i>																															
	= days to be paid in permanent stay		<u> </u> <i>days to be paid</i>																															
Adjustments:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center;">per day</th> <th style="width: 20%; text-align: center;">#days</th> <th style="width: 30%; text-align: center;">total</th> </tr> </thead> <tbody> <tr> <td>Food and Incidentals</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td>Transportation</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td>Rent</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td>Telephone</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;">\$ -</td> </tr> <tr> <td>School Supplies</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> <tr> <td>Mthly School Suppl</td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> <td style="text-align: center;"><input style="width: 50px;" type="text"/></td> </tr> <tr> <td>Adjustment Cheque Amount:</td> <td colspan="2"></td> <td style="text-align: center;">\$ <input style="width: 50px;" type="text" value="-"/></td> </tr> </tbody> </table>		per day	#days	total	Food and Incidentals	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -	Transportation	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -	Rent	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -	Telephone	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -	School Supplies	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	Mthly School Suppl	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	Adjustment Cheque Amount:			\$ <input style="width: 50px;" type="text" value="-"/>	You have received your _____ Allowance in your Start-up cheque. You will receive your _____ Allowance at the end of _____.
	per day	#days	total																															
Food and Incidentals	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -																															
Transportation	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>	\$ -																															
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Adjustment Cheque Amount:			\$ <input style="width: 50px;" type="text" value="-"/>																															

I understand that this cheque is issued under the terms of and conditions of the Resettlement Assistance Program (RAP) with the understanding that the money will be spent on the necessary items listed above. I acknowledge that there is no provision for replacing misused or lost money. I will open a bank account immediately and will deposit these funds in the account until they are required.

Signature of Client: _____ Date: _____ Spouse (if applicable)

Signature of CIC Officer: _____ Date: _____ Interpreter (if used)

RAP CHEQUE REQUEST TO FINANCE

3102

FOSS ID: _____ Social Insurance Number: _____

Surname - Head of Family: _____ Given Name: _____

Date of Arrival: _____ Nat # or IMM 1000 Number: _____ Date of birth: _____ 1

Commitment Requirement for Period: _____ From _____ To _____ Current \$ _____ Future \$ _____

Recurring Document Number(s): _____ No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____

Period Covered	Hhold/Step/ Tel. 59001	Clothing 59002	Basic 59003	Rent 59004	Special 59005	Transportation 59006	Under 6 59010	School 59011	NCB 59012	Loans 13205	Total Amount	Authorizing Officer	Date	Sec. 34 Signature	Date	SAP Document #	MCS Initials/Date	DBA#/ Loan#	
Initial Cheque																			
Notes or Remarks:																			

RAP Change of Status Form

Client Name: _____	FOSS/CLIENT'S ID No. _____
Telephone No: (____) _____	CIC (HOF) FILE No. _____
	D.O.B. (DD-MMM-YY) _____

1. ADDRESS CHANGE

New Address: _____

City: _____ **Province/Country:** _____ **Postal Code:** _____

New Telephone No: _____ **Date of Move:** _____

» **Reason for Move to another Province:**

- Relatives/Friends**
- Employment**
- Language**
- Other:** _____

» **Rent Amount \$** _____

Are you sharing this cost with anyone? Yes No

If yes, name of person with whom you are sharing the rent: _____

NOTE: Provide RENTAL AGREEMENT and/or a suitable receipt of your rental costs.

» **Previous Address:** _____

City: _____ **Province:** _____ **Postal Code:** _____

NOTE: If you are moving from Quebec to another province, please provide proof of residency with a copy of your IMM5292 (confirmation of permanent residence) and a copy of the letter from Quebec Social Services.

2. EMPLOYMENT CHANGE

» **Are you starting full-time employment?** Yes No **Start Date:** _____

Are you starting part-time employment? Yes No **Start Date:** _____

For part-time employment, how many hours are you working/day or week? _____

What is your rate of pay? _____ (Per hour)

Pay-Period Type: _____ (Weekly, Bi-weekly, Semi-Monthly, Monthly)

Employer's Name: _____

Employer's Address: _____

Telephone Number: (____) _____

» Are you ending full-time employment? Yes No
Last day worked: _____ Last pay cheque received: _____

Are you ending part-time employment? Yes No
Last day worked: _____ Last pay cheque received: _____

3. RECEIPT OF FUNDS FOR TRAINING / SCHOOL

» What school are you attending? _____

Start Date: _____

Have you received any of the following items?

If yes, please include dollar amount, breakdown of the items covered and details of how funds are provided – directly to client, directly against student loan balance or directly to school.

- Training Allowance
- Student Grant or Scholarship
- Student Bursary or Award
- Other

4. CHANGE IN FAMILY SIZE

» BIRTH:

Are you expecting a baby? Yes No

If yes, please provide a doctor's note with the estimated date of arrival.

NOTE: Once the baby is born, please provide a copy of the form issued by the hospital stating the baby's name and date of birth.

» FAMILY DEPENDENTS:

Have any of your dependents moved? Yes No

If yes, please provide their full names(s) and date(s) of birth. _____

Have you or any of your dependents left Canada for a period of time? Yes No

If yes, please provide full name(s), date(s) of birth, date of departure and return. _____

» MARRIAGE:

Have you married since your arrival in Canada? Yes No

If yes, please provide copy of the marriage certificate.

What is the immigration status of your spouse? _____

Is your spouse living in Canada? Yes No

» **SEPARATION:**

Have you separated from your spouse since your arrival in Canada? Yes No

If yes, please provide date of separation: _____

Full name of spouse: _____

Birth date of spouse: _____

» **DEATH:**

Has a member of your family passed away? Yes No

If yes, please provide a copy of the death certificate.

Funeral Home name and address: _____

5. OTHER CHANGES

» **NAME CHANGE:**

Have you or any family member 'legally' or otherwise changed your name?

Yes No

» **INCARCERATION (JAIL):**

Have you been incarcerated (jailed)? Yes No

If yes, please provide a copy of your conviction report.

Has any other member of your family been incarcerated? Yes No

If yes, please provide a copy of their conviction report.

» **HOSPITALIZATION:**

Have you been hospitalized? Yes No

If yes, please provide a note from your doctor confirming the length of stay, if longer than one month.

» **TRAVEL OUTSIDE OF CANADA:**

When will you be leaving Canada? Date: _____

What is your expected date of return? _____

Please provide a copy of your airline ticket.

RAP Client Signature

Date

**Please return this completed form within 10 days of any change in status to the address below.
Note: address changes are required 1 month in advance of the move date.**

Local CIC Office Address Here

Resettlement Assistance Program (RAP)

Client Monitoring Report

Name of Client: _____ Refugee Category: _____
FOSS ID: _____
Address: _____ CIC Responsibility Centre: _____
_____ Original Client: _____ or
_____ Secondary Migrant: _____
_____ Initial Monitoring Report: _____
Telephone: _____ Subsequent Monitoring Report: _____
Arrival Date: _____
Report Date: _____
Sponsorship
Group: _____
CIC interviewer: _____
Type of Monitoring: telephone personal interview
Names of additional family members participating in the monitoring

1. Monitoring Services Received

This section of the report is intended to provide client information on the range, level and quality of settlement assistance provided by the private sponsor. It also reports on the links provided by the private sponsor to broader based programs and services. It may be difficult for the client to remember exact information and therefore, more general information is just as helpful. The information can be used to supplement contract monitoring. The information will also be used to determine whether the range/level and quality of service provided under the program best meets the needs of the refugees.

Were services provided and did the client take advantage of the services and with what result?

2. Port of Entry Reception Service

Was there someone at the port of entry to assist you after you were through Immigration and Customs? yes no

If yes, what kind of assistance was provided?

- Assistance with luggage? yes no
- Assistance with connecting with transportation to your final destination? yes no
- Did you require an overnight stay at port of entry? yes no
- Was winter clothing required yes no
- Was winter clothing provided, if required? yes no

- Were you provided with information that helped you understand what was happening at this stage? yes no
- If no, what information would help? _____
- Were you provided with information that helped you understand what was happening at the next stage? yes no
- If no, what information would help? _____

- Did you feel comfortable to ask for this information? yes no
- Was information available in a language you understand? yes no
- Is there something we could do to improve this service? yes no
- If yes, what would you suggest? _____

3. Arrival at Final Destination

Were you met by someone and taken to your temporary accommodation? yes no

Were you told earlier that you would be met by someone who would take you to your temporary accommodation? yes no

Where did you learn this information? _____

If you were not met by anyone, what did you do? _____

Did the person who met you provide you with information to let you know what would happen next? yes no

What would you have liked to have known at this stage and didn't? _____

What would you have liked to be different? _____

3.1. Temporary Accommodation

Did you stay in a reception house or in commercial accommodation?

reception house commercial accommodation

When you arrived at the temporary accommodation did you:

- Feel comfortable? yes no
- If no, provide reason _____

-
- Did you have health or other problems you wanted to tell someone about? yes no
 - Did you share your problem with someone? yes no
 - If no, why did you not do so? _____
-
- If yes, were you provided the assistance you needed? yes no
 - If no, what assistance did you expect and not receive? _____
-
- Were you shown the emergency plan in place at temporary accommodation to follow in case of fire or other emergency? yes no
 - Did you understand the procedures in place? yes no
 - If no, what would help you better understand what to do in an emergency? _____
-
- Did you know how to contact someone in case of an emergency? yes no
 - Were you shown how the shower, toilet and sinks and appliances work? yes no
 - If yes, did you understand how to use these things in a responsible manner so as not to endanger self, others or the building? yes no
 - If no, can you suggest another way this information could be provided to help with understanding these things? _____
-

How were meals provided during you stay in temporary accommodation?

- cooked own
- prepared by reception house, or
- bought from a restaurant

Did you like the arrangement for meals or would you prefer a different arrangement?

- like current arrangement
- would prefer a different arrangement
- If another arrangement is preferred, what is the arrangement and why is it preferred? ____

When you were in temporary accommodation, did you receive money for food, incidentals and transportation? yes no

Were you provided information on how to use the money when you first received Canadian currency? yes no

How did you learn how to use Canadian currency? _____

Did you learn how to use public transportation when you stayed in temporary accommodation (where public transportation exists)? yes no

If no, when and how did you learn to use public transportation?

Were you provided with a card that gave the name, address and telephone number for temporary accommodation? yes no

Did you receive help from the service provider to find permanent accommodation? yes no

If no, how did you locate your permanent accommodation?

How long after you arrived in Canada did you see your first apartment?

How long did you stay in temporary accommodation? _____

• Was the stay too long about right too short?

• Why? _____

4. Links to Mandatory Federal/Provincial Programs

The government of Canada collects taxes from residents and uses these funds to provide services for individuals and families. Newcomers to Canada have a large number of forms to complete all at once in order to register in national and provincial programs. Completing all of these forms is often confusing. The information related to each form is usually discussed briefly as the forms are being completed and the same information is explained in detail later on.

The forms you completed link you to the following government/other programs:

- Social insurance number – provides access to employment and identifies individual/family for tax and related purposes
- Provincial health care – provides access to basic health care
- Interim Federal Health – provides supplementary coverage for emergency dental care that is not covered by provincial plan
- Income Tax – provides information for tax payment and benefit purposes, e.g. Goods and Services Tax/Harmonized Sales Tax (GST/HST) Rebate
- Child Tax Benefit (where applicable)

Bank account – provides the means to cash income support cheque and pay bills. Paying bills on

time helps to establish a good credit rating

How was this task performed?

- in a group with other newcomers or
- with only you/your family

How much did you understand at this point?

- Nothing about what I was doing and being told
- A little of what I was doing and being told
- Most of what I was doing and being told

If you understood little or nothing at this stage, were you okay with not knowing?

- yes no

Can you provide suggestions that could help the service provider help others with this part of becoming established? _____

5. Financial Orientation and Financial Responsibilities

Financial orientation was made available to you to help you understand Canadian currency, how much money you would be provided for furniture, towels and clothing, etc. and other information on how much you would receive once a month for food, shelter and incidentals. Part of the orientation included information on how to divide up the money received each month and pay monthly expenses. Another part of the orientation explains your role and responsibility in proper use of the funds made available. Both spouse and head of family were asked to sign a Client Agreement acknowledging you understood the information in the agreement.

Did you understand the language the Agreement was printed in? yes no

- If no, was an interpreter used to interpret the information? yes no

Was a copy of the Client Agreement provided to you in a language you understand?

- yes no

Do you want a copy of the Client Agreement provided in a language you understand?

- yes no doesn't matter If yes, which language?

Approximately how long was spent to provide the financial orientation? _____ (hours)

How would you describe this part of the process?

- too much information in too short a time
- too little information in the time provided
- about the right amount of information in the time made available

Did you participate in all the financial orientation made available? yes no

- If no, why not and in which parts did you participate? _____

What did you understand best at the end of the financial orientation? _____

What did you understand the least at the end of the financial orientation? _____

Do you feel comfortable in managing financially? yes no

- If not, where do you need help? _____

How did you receive your financial orientation?

- in a group with other newcomers
- individual/family

When did you receive your financial orientation?

- All financial orientation was provided before the move to permanent accommodation
- Some of the financial orientation was provided before the move to permanent accommodation and some was provided after the move
- All the financial orientation was provided after the move to permanent accommodation

Would you prefer one of these three over the other? yes no doesn't matter

- If yes, which one _____

Is there information you need to know, that was not covered in the financial orientation?

- yes no

- If yes, what information? _____

Was the orientation provided in a language you understood? yes no

- Would you have suggestions on how we conduct this stage of the process that could help other newcomers learn the financial information? _____

5.1. Basic Orientation

Basic orientation is general information about the community you live in and how to take advantage of the services that are available in your new community. Such orientation should identify to you the location of the school, health centre or hospital, grocery store, post office, community centre and other important services. Orientation should also describe to you how to register your child or children in school, how to get medical help, what to expect in the way of services and who to contact in an emergency. It should also outline basic laws about Canada concerning personal rights and freedoms and explain laws on family violence and abuse. Lastly, it should describe those activities that are free or of little cost, should teach you how to be safe and to keep your children safe and educate you on things such as the cost of long distance calling.

About how long was spent to provide basic orientation on these and other topics? _____ (hours)

How would you describe this part of the process?

- too much information in too short a time
- too little information in the time provided
- about the right amount of information in the time made available

What did you understand best at the end of the basic orientation? _____

What did you understand the least at the end of the basic orientation? _____

Who provided your basic orientation?

- your private sponsor other, please specify _____

When did you receive your basic orientation?

- all basic orientation was provided before the move to permanent accommodation
- some of the basic orientation was provided before the move to permanent accommodation
- all the basic orientation was provided after the move to permanent accommodation

Would you prefer one of these three over the other? yes no

- If yes, which one _____

Is there any information you still would like to know that was not covered in the basic orientation?

- yes no

- If yes, what information? _____

Was the basic orientation provided in a language you understood? yes no

Would you have suggestions on what else should be included in basic orientation and/or on how we conduct this stage of the process that could help other newcomers learn what is provided in basic orientation? _____

6. Financial Monitoring

This section of the report is intended to provide information on how well the refugee is able to manage within the resources provided and whether the refugee is respecting the terms of the Client Agreement.

Are there indications of financial stress beyond that encountered by others in similar circumstances? yes no

- What are they or why are they there? _____

Are there reportable changes in status? yes no

- What are they? _____

Is proof available to indicate the refugee is meeting their financial responsibilities? yes no

- What is made available? _____

(A telephone bill as a minimum can indicate whether or not a high level of long distance calls are being made and paid for or being made and not paid. A high level of paid calls may suggest unreported income/earnings and a high level of unpaid telephone bill can indicate financial trouble.)

Is there evidence that funds are being used to provide benefit to all family members? yes no

What was made available? _____

(The mother could be asked to show you a bus pass or that she has access to bus tickets. Lack of proof may indicate the need to explore other factors, e.g. isolation, inability to participate in employment access activities, etc.)

What recommendations or follow-up actions are suggested/required?

- a) Recommendations to client for follow-up (include time frames where applicable) _____

- b) Actions required by settlement officer _____

7. Monitoring for Settlement Indicators

The immediate essential services provided under RAP take place within the first 4-6 weeks of arrival in Canada and there is probably very little that can be identified in the way of settlement indicators that can be solely linked to RAP. This section of the report is designed to try and identify information that can provide indications of how well the individual/family is settling.

Are all members of the immediate family in Canada?

- If yes, are there other family members for whom there remains concern or worry?
 - If yes, please identify relationship and location
-
-

Are there family members or friends in Canada with whom you or your family are in contact?

- If yes, what role, if any, do these people play in your settlement? (social, information)
-
-
-
-

- If no, are there new friends/neighbours that provide this support or do individual/family or members of the family feel isolated and alone?
-
-
-
-

Are there service organizations, cultural, social, artistic, activities/groups that the individual or family members have approached?

- If yes, what are they and with what result?
-
-
-
-

- If no, what reasons are given?
-
-
-

Are there health concerns that are identified and is appropriate action taken to resolve or manage any health issues? yes no

- If no, what are the reasons given?

Are there apparent health concerns that are not identified by the individual or family but are suspected and require a referral for medical examination?

Are there child/school/child care related issues? yes no

- If yes, is the family managing these issues or do they not understand the situation or not know where to turn?

Are those children of school age enrolled in and attending school? yes no

- If no, what reasons are given?

Are adult family members participating in some form of employment access activity, eg. language training, skill training, education program, job search or part-time or full-time employment?

- If yes, what information is available on their experience in this area?

- If no, what reasons are given?

Are there indications that make you suspect family violence? yes no

- If yes, what makes you suspicious?

Has the individual or family secondary migrated? yes no

- If yes, where did the individual or family migrate from?

How many times have they moved? _____

- What reasons are given for the decision to migrate?

Did the result of the decision meet the desired expectations? yes no

- If yes, in what ways? If no, why not?

If the decision did not have the expected outcome, is there information that may have helped make a decision to remain in the original destination? yes no

- If yes, what suggestion would you make that could help others?
- If no, what makes you say no?

How would you define level of settlement at this point for the individual/family in relation to others from similar background and in similar circumstances? better than expected about as expected worse than expected

What made you choose this response?

How does the individual/family define their level of settlement at this point in relation to others from similar background and in similar circumstances?

better than most about the same as most worse than most

What makes them choose this response?

If this is a follow-up monitoring, did the individual, family or family member follow-up on any recommendations made by the settlement officer? yes no

If no, what reasons are provided?

What other observations or information should be noted?

2. What recommendations or follow-up actions are suggested/required?

a) Recommendations to client for follow-up (include time frames where applicable)

b) Actions required by settlement officer

Sample Approval Letter for all Private Sponsorships (SAH, CG, Community, JAS)

Citizenship and Immigration Canada

DATE:

Re: Application to Sponsor

Last name, First name Client ID: 0000-0000

Last name, First name Client ID: 0000-0000

File No.: 0000-00000000

Dear (insert name):

Your application to sponsor has been approved by Citizenship and Immigration, and the information forwarded to the corresponding Canadian visa office abroad. Enclosed is your copy of the approved *Undertaking to Sponsor*.

Please be aware that the approval of the application by this office does not guarantee that those sponsored will be accepted under this program. The Canadian visa office will determine whether or not the person(s) you have referred meet the eligibility and admissibility criteria.

If required, the refugee applicant(s) will receive an application in the mail from the visa office within approximately three (3) months. They should complete and return the application to the visa office. An interview time may be arranged for the applicant(s). If the assessment of the application and interview is favourable, the applicant(s) must then pass medical, security and criminality checks before the issuance of visa(s).

The selection process can fluctuate with the volume of applications received at the visa offices and some time can pass between the time an application is made and the time the refugee(s) arrive in Canada. Information on processing times can be found on the CIC website <http://www.cic.gc.ca/english/information/times/international/11-ref-private.asp> which may be of use in helping your sponsoring group prepare for the potential arrival of the refugee(s).

Please remember that only the following information can be released to the sponsor without the express written consent of the applicant: the date the application was received, the date the application was accepted or refused, the date a medical decision is reached, the date the visa is issued and the departure date. Sponsors can expect to receive a notice from the visa office at two specific times – when a completed application is received by the visa office and when a decision has been made.

We will inform you of the date of arrival of the sponsored refugee(s) when we receive a notice of arrival e-mail from the visa office.

Please remember that it is important that we be notified of any change of address for the refugee applicant(s) so that the visa office has accurate information with which to process the application.

Please refer to the Refugee Sponsorship Training Program website www.rstp.ca for information on training and country conditions for sponsorship groups in Canada.

Thank you for your participation in the Private Sponsorship of Refugees Program.

Sincerely,

Name

Title

Telephone

Sample Letter of Refusal of Application to Sponsor

Citizenship and Immigration Canada

Date

Re: Application to Sponsor

Last name, first name, Client ID 0000-0000

File Number - 0000-00000000

Dear (insert name)

We have reviewed your application to sponsor the above named person(s) under the Private Sponsorship of Refugees Program.

We regret that we are unable to approve your sponsorship for the following reason(s):

- (a) The sponsor does not have a valid Sponsorship Agreement
- (b) The sponsor has exceeded the limit as set out in the Agreement
- (c) The sponsor is not present in the expected community of settlement
- (d) The sponsor has not submitted a complete application that includes a settlement plan (if required or requested by the settlement officer) and an undertaking.
- (e) The sponsor remains in default from a previous privately-sponsored undertaking
- (f) Any parties of the undertaking are ineligible on grounds contained in IRPR 156 (criminality, in default of support payment obligations, subject to a removal order, subject to a revocation proceeding under the *Citizenship Act*, any person who is detained in a correctional facility.

We regret that this could not be a more favourable decision. If you are able to address the concerns listed above, you may resubmit an application.

It is your responsibility as a sponsor to inform the refugee applicant(s) overseas that your sponsorship application has been refused.

If you have any questions, please do not hesitate to call us.

Sincerely,

Name

Title

Tel:

cc: SAH or CG if applicable

ATTENTION: Private Sponsorship Counsellor
Fax No:
Re: PSR Case Status Update / Information Change Request
Date:

Principal Applicant's Name: (first/last) _____ DOB (dd/mm/yyyy): _____
 CIC File #: _____ Client ID #: _____
 Visa Office: _____ Overseas File #: B _____ (if known)
 Sponsoring Group Name: _____ Group Representative: _____
 Sponsor's Mailing Address: _____
 Phone #: _____ Fax #: _____ Email: _____

You may request case information from your local CIC in the circumstances described below. Check box that applies.

Update Type		Select One
1	Processing time has exceeded the mission's completion time for 80% of PSR applications. Calculate processing start date from date IMM-0008 was received at mission abroad or 3 months from approval of undertaking.	
2	Refugee has not received an application kit and 4 months have passed since the undertaking was signed at the CIC (<i>you may need to confirm refugee's mailing address</i>).	
3	Completed application kit was submitted to the visa office. Three (3) months have passed and the first benchmark letter has not been received.	
4	First benchmark letter was received. Two (2) months have elapsed since estimated date given for the selection interview, with no subsequent contact from the mission.	
5	Second benchmark letter was received. Three (3) months have elapsed since the estimated date given for visa issuance, with no subsequent contact from the mission. If no date was given, see #6 below.	
6	Six (6) months have elapsed since second benchmark letter was received, which did <u>not</u> contain an estimated timeframe for visa issuance.	
7	Three (3) months have elapsed since selection interview and no second benchmark letter was received.	

Update to provide to the visa office (e.g., baby born, change of address, etc.): _____

Question(s) for local CIC/visa office: _____

SEE APPLICATION PROCESSING TIMES OUTSIDE OF CANADA AT www.cic.gc.ca
Please limit your update requests to once in a 3 month period (per application).

Sample Letter for Missing Documents for G5 Applications

Citizenship and Immigration Canada

DATE:

Re: Application to Sponsor:
Last name, First name Client ID: 0000-0000
Last name, First name Client ID: 0000-0000
File No.: 0000-00000000

Dear (insert name):

We have received your application to sponsor the above named person(s) under the Private Sponsorship of Refugees Program.

We regret that we are unable to continue processing this application due to missing information and/or documents which are indicated as follows:

- _____ Proof of Canadian Citizenship (a photocopy of the front and back of your Citizenship Card) or proof of landed immigrant status (a photocopy of the Immigrant Visa and Record of Landing document (IMM 1000) / Confirmation of Permanent Residence (IMM 5292)) for each member of your group.
- _____ Complete Financial Profiles for each member of your group (form IMM 5373B contained in the application kit)
- _____ Original letters of confirmation of employment and income for each member of your group or letter from an accountant for members of your group who are self-employed
- _____ Copies of T4 (statement of remuneration paid) for each member of the group
- _____ Notice of Assessment from the Canada Revenue Agency for each member of your group
- _____ Incomplete information on the sponsorship agreement form (IMM 5373 contained in the application kit)
- _____ Missing, incomplete or inadequate Settlement Plan (IMM 5373A contained in the application kit)
- _____ Some member(s) of the group have signed other sponsorship undertaking(s) and did not indicate, nor supply details of the agreements.
- _____ Other, as specified.

Please provide this information/documentation within 30 days. If we do not receive this information/documentation within this timeframe, your application will be assessed based on the information/documentation you have submitted. This could result in it being refused.

Sincerely,

Name:
Title:
Tel.:

Sample letter for ineligible cases under the One-Year Window (OYW) of opportunity provision

INSERT LETTERHEAD

File number:

INSERT ADDRESS

Date:

Dear

This letter concerns your request to process an application for your family member overseas under the One-Year Window of Opportunity provisions.

<If the non-accompanying family member does not meet eligibility requirements >

After a careful review of both your file and the information contained in the Request Form for Processing Non-Accompanying Family Members (IMM 5571B) completed by you, it has been determined that the following person(s) do(es) not meet the eligibility requirements for resettlement to Canada under the One-Year Window of Opportunity provisions.

<insert name>

The reason(s) why this person has been deemed ineligible is/are indicated below:

- As required by paragraph 141(1)(a) of the *Immigration and Refugee Protection Regulations*, he/she was not included on your permanent resident visa application before your departure to Canada (IMM 0008).
- As required by paragraph 141(1)(b) of the *Immigration and Refugee Protection Regulations*, he/she has not submitted his or her application for Permanent Residence in Canada to a Canadian visa office abroad within one year of your arrival in Canada.
- As laid out in subsection 1(3) of the *Immigration and Refugee Protection Regulations* and required by section 142, he/she does not meet the definition of family member.

"Family member" is defined in subsection 1(3) of the *Regulations* as:

- (a) the spouse or common-law partner of the person;
- (b) a dependent child of the person or of the person's spouse or common-law partner; and
- (c) a dependent child of a dependent child referred to in paragraph (b).

As **<insert name(s)>** do/does not meet the requirements of the Act and Regulations, an Application for Permanent Residence under the One-Year Window of Opportunity provisions should not be submitted to a Canadian visa office abroad.

This finding does not mean that the identified family members would not be eligible under one of Canada's other immigrant categories, including as an applicant under the Government-Assisted Refugee or Private Sponsorship of Refugees programs. For more information, please consult Citizenship and Immigration Canada's website at <http://www.cic.gc.ca>.

<If the non-accompanying family member(s) meet(s) eligibility requirements>

After a careful review of both your file and the information contained in the Request for Processing Family Members under the One-Year Window of Opportunity Provisions (IMM 5571B) completed by you, it has been determined that the following family member(s) has(have) been found to meet the eligibility requirements of the One-Year Window of Opportunity provisions:

<Insert name(s)>

A copy of your Request for Processing Family Members under the One-Year Window of Opportunity Provisions (IMM 5571B) has been forwarded to the mission in **<mission name and contact information>**.

In order to ensure that your family members are considered under the One-Year Window of Opportunity provisions, please carefully follow the instructions contained on the enclosed sheet entitled "Instruction Sheet for One-Year Window of Opportunity."

Please ensure that the application(s) for permanent residence for your family member or members is/are received by the Canadian visa office abroad within one year of the date of your arrival in Canada.

Please note that, upon receipt of your family members' applications for permanent residence at the Canadian visa office abroad, your private sponsorship group will be contacted in order to ensure that they are willing and able to provide sufficient financial support to your family members upon their arrival in Canada.

Paragraph 141(1)(d) of the *Immigration and Refugee Protection Regulations* states that a permanent resident visa shall be issued to a family member who does not accompany the applicant if, following an examination, it is established that the applicant's sponsor under subparagraph 139(1)(f)(i) has been notified of the family member's application and an officer is satisfied that there are adequate financial arrangements for resettlement.

If the sponsor is unwilling or unable to meet your family members' resettlement needs, it may be necessary for you to locate a new sponsor before your family members' applications can be approved.

If there are any changes to either your or your family's address and/or telephone number, please inform us so that we can notify the mission and your file is kept up-to-date.

Any correspondence should be sent to the address noted above or faxed to **<fax number>**. Please also ensure that the file number shown above is provided.

Sincerely
<Officer name>

SPONSORSHIP AGREEMENT

Between the **Government of Canada** as represented by the Minister of Citizenship and Immigration Canada and _____.

1. AGREEMENT

The following documents and any amendment thereto form the Agreement between the Department of Citizenship and Immigration Canada (CIC) and the Sponsorship Agreement Holder (SAH):

- The Sponsorship Agreement
- Appendix 1 – Financial Guidelines
- Appendix 2 – Communication
- Appendix 3 – Reporting
- Appendix 4 – Joint Assistance Sponsorship Program

2. PREAMBLE

Canada's refugee resettlement program is one means by which we express our humanitarian traditions with respect to the displaced and the persecuted. This Agreement 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 the Private Sponsorship of Refugees Program (PSRP) and through supporting government resettlement initiatives.

Through the provisions of the *Immigration and Refugee Protection Act* (IRPA) and its Regulations (IRPR), CIC encourages Canadian public involvement in the resettlement of refugees whose admission depends upon the support of a sponsor. The authority for the two parties to enter into this Agreement is found in section 152 of 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 and moral support, they provide refugees with a foundation on which to build their new lives in Canada. SAH involvement and enthusiasm demonstrates a commitment to continuing Canada's humanitarian traditions.

For more information on the PSRP, consult IRPA, IRPR, the Inland Processing Chapter (IP 3) and the Overseas Processing Chapter (OP 5) of the CIC Manuals and the Guide to the PSRP.

SPONSORSHIP AGREEMENT

3. PRINCIPLES

- a) The purpose of this Agreement is to define the responsibilities of parties under the PSRP.
- b) The PSRP is a symbiotic partnership between SAHs and CIC wherein each relies on the other to fulfill their responsibilities in order for the program to succeed. Both parties will act in good faith in the implementation and administration of this Agreement.
- c) The SAH may submit undertakings of support for refugees referred either by CIC or by sponsors.
- d) CIC may refer refugees who require private sponsorship to a SAH for its consideration.
- e) The refugees who are sponsored under the PSRP are in addition to the number of government assisted refugees (GARs) CIC resettles in Canada each year.
- f) The refugees who are sponsored under the PSRP will not be required to take membership in, volunteer for or participate in activities, meetings or functions associated with the sponsoring group in order to receive care, lodging and settlement assistance.
- g) The partnership created by this agreement provides a framework where SAHs may collaborate with CIC to respond to special measures, United Nations High Commissioner for Refugees appeals and other emergency situations.
- h) SAHs will not profit financially through the sponsorship of refugees.
- i) In view of the emotional and financial link of de facto dependants to their extended family, it is CIC's policy to keep family units intact.
- j) Any discussion or proposal to change regulations that affect this agreement will consider both the principles stated in this agreement and the best interests of the private sponsors, the refugees and CIC.

4. DEFINITIONS

BLENDDED SPONSORSHIP:

A sponsorship undertaking whereby both CIC and a SAH contribute to the financial support of the refugee(s). The period of financial support during which each party contributes is established with the agreement of both parties. The SAH has responsibility for the reception and settlement assistance for the

SPONSORSHIP AGREEMENT

refugees for the term of the sponsorship. Other responsibilities such as start-up costs may also be undertaken by the sponsor.

CARE:

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

CONSTITUENT GROUP (CG):

A group authorised in writing by the SAH to act on its behalf in sponsoring refugees. Refer to section 138 "group" of IRPR.

COSPONSOR:

An individual or organisation that partners with an SAH to share responsibility for an undertaking. Derived from the meaning of "group" as found in section 138 of IRPR.

DEPUTY HEAD OR ITS DELEGATE:

The Deputy Minister of CIC or the Director General of the Operational Management and Coordination Branch of CIC or the Director, Integration and Refugee Program Delivery.

DE FACTO DEPENDANT:

A de facto dependant is a person who does not meet the definition of family member but who is nonetheless considered by the Principal Applicant (PA) to be an integral member of the family unit. The Visa Officer must be satisfied that this person is dependent on the family unit in which membership is claimed and cannot apply as a family member. The dependency may be emotional or economic and will often be a combination of these factors. Such a person would normally, but not exclusively, reside with the PA as a member of the same household and must be the dependants of a PA who has been determined to be a member of one of the three refugee classes. The de facto dependant must also meet the definition of refugee in his own right even when a dependency relationship is established. Refer to OP 5 and IP 3.

FAMILY MEMBER:

A family member, for resettlement purposes, is a person who can be included on the principal applicant's (PA) application (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). Refer to subsections 1(3) and section 142 of the IRPR.

GOVERNMENT:

Government of Canada as represented by the Minister of Citizenship and Immigration, henceforth called "Citizenship and Immigration Canada" (CIC).

SPONSORSHIP AGREEMENT

GOVERNMENT-ASSISTED REFUGEE (GAR):

A refugee supported by CIC through the Resettlement Assistance Program (RAP). GARs include both members of the Convention refugees abroad class (CR) and members of the Source Country Class (RS), and in exceptional cases, members of the Country of Asylum Class (RA) requiring a Joint Assistance Sponsorship.

HUMANITARIAN–PROTECTED PERSON ABROAD (HPA):

A person in similar circumstances to a Convention refugee (CR) who is a member of one of the following Humanitarian–protected persons abroad classes (HPC): Country of Asylum Class (RA) and Source Country Class (RS). Refer to section 146 of IRPR.

INTERIM FEDERAL HEALTH PROGRAM (IFH):

A health program established by CIC that provides temporary medical coverage for refugees during the settlement period in Canada prior to their qualification for provincial health care coverage. Thereafter, refugees are eligible for partial limited coverage for the duration of the sponsorship period where provincial health care does not cover services provided by IFH.

IMMIGRANT LOANS PROGRAM:

A loan program established by CIC that provides admissibility, transportation, and assistance loans to refugees and their family members. Refer to section 289 of IRPR, and the inland and overseas processing chapters IP 19 and OP 17.

IMMIGRATION AND REFUGEE PROTECTION ACT (IRPA):

An Act respecting immigration to Canada and the granting of refugee protection to persons who are displaced, persecuted or in danger which came into effect June 28, 2002.

IMMIGRATION AND REFUGEE PROTECTION REGULATIONS (IRPR):

Detailed instructions that have been placed in Regulations to accompany IRPA.

INLAND PROCESSING CHAPTER 3 (IP 3):

A chapter of the CIC Inland Processing Manual that explains the policy and procedures for the refugee resettlement program in Canada, including the PSRP and Resettlement Assistance Program (RAP).

INLAND AND OVERSEAS PROCESSING CHAPTERS 19 and 17 (IP 19/OP 17)

Two chapters of the CIC Inland and Overseas Processing Manuals that describe the Immigrant Loans Program and its four loan components. They provide objectives and eligibility criteria for each loan option and outline the procedures for processing and approving immigrant loans. These chapters also include guidelines for assessing loans for approval as well as guidelines for counselling loan applicants.

SPONSORSHIP AGREEMENT

INDIVIDUAL AGREEMENT

The particular agreement that an individual SAH signed with CIC.

JOINT ASSISTANCE SPONSORSHIP (JAS):

A joint undertaking by a SAH or one of its CGs and CIC to sponsor GARs requiring special assistance and whose admissibility depends upon this additional support to become established. Refer to section 157 of IRPR, IP3 and OP5 for details.

LETTER OF APPROVAL:

A letter signed by a person authorised to sign on behalf of the SAH, authorising a SAH's CG or cosponsor to enter into an undertaking to sponsor refugees on its behalf.

LIMITED INDIVIDUAL AGREEMENT:

A sponsorship agreement that establishes a limitation on the number of persons the SAH or its CGs can undertake to sponsor in a given calendar year. All Limited Individual Agreements include an expiry date.

LODGING:

Suitable accommodation, basic furniture and other household essentials.

MEMBER OF THE CONVENTION REFUGEE ABROAD CLASS (CR):

Has the same meaning as provided in section 96 of IRPA and section 145 of IRPR.

MEMBER OF COUNTRY OF ASYLUM CLASS (RA):

Has the same meaning as provided in sections 146 and 147 of IRPR.

MEMBER OF SOURCE COUNTRY CLASS (RS):

Has the same meaning as provided in sections 146 and 148 of IRPR.

NGO-GOVERNMENT COMMITTEE ON THE PRIVATE SPONSORSHIP OF REFUGEES (NGO-GOVT COMMITTEE):

A committee of elected SAH representatives and appointed CIC representatives established in 1994 to provide an ongoing consultative mechanism for program partners in support of the PSRP. The committee is intended to be a facilitative mechanism and does not limit the avenues through which representations may be made of issues of concern to any interested party.

NOTIFICATION OF ARRIVAL TRANSMISSION (NAT):

A notification sent by the visa 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:

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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 his/her control and is unable to travel with the principal applicant. Refer to section 141 of IRPR.

ONE YEAR WINDOW OF OPPORTUNITY (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 principal applicant (PA) for up to one year following the PA's arrival in Canada. All family members must be identified on the PA's application form. For more details refer to paragraph 141(1)(b) of IRPR, IP 3 and OP 5.

OVERSEAS PROCESSING CHAPTER 5 (OP 5):

A chapter of the CIC Overseas Processing Manual that explains the policy and procedures for the refugee resettlement program abroad including the selection of government-assisted refugees (GARs) and privately sponsored refugees (PSRs).

OVERSEAS PROCESSING CHAPTER 22 (OP 22):

A chapter of the CIC Overseas Processing Manual that provides an understanding of the process for judicial reviews of decisions made under the *Immigration and Refugee Protection Act* for which no specific right of appeal exists. This chapter deals specifically with overseas files that are subject to judicial review.

PRINCIPAL AGREEMENT

The Agreement negotiated between CIC and the SAH Community.

RECEPTION:

Reception is defined here as 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.

REFUGEE SPONSORSHIP TRAINING PROGRAM (RSTP):

A program of the SAHs that is funded by CIC and whose primary goal is to provide training on the private sponsorship of refugees to SAHs, CGs, Cosponsors, Community Sponsors and G5s.

RESETTLEMENT ASSISTANCE PROGRAM (RAP):

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

RAP SERVICE PROVIDER

A non-governmental organization funded by CIC to provide a range of settlement and adaptation services directly to GARs in Canada.

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SELF-SUPPORTING:

The point at which a refugee no longer requires the financial support (care and lodging) of a sponsor but may still need settlement assistance. Refers to Paragraph 5 (d) and Appendix 1 of this Agreement.

SETTLEMENT ASSISTANCE:

The activities 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, and extending ongoing friendship, 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 sponsor's arrangements for the reception, care, lodging and settlement assistance of the sponsored refugee(s).

SPONSOR:

A sponsor is a SAH or a CG or Cosponsor acting on behalf of the SAH. Refer to section 138 "sponsor" of IRPR.

SPONSORSHIP AGREEMENT HOLDER (SAH):

A Corporation incorporated under the laws of Canada or any province thereof, that signs a Sponsorship Agreement with the Minister.

SPONSORSHIP BREAKDOWN:

An official declaration that an irreparable failure to meet the sponsorship arrangements (care, lodging and settlement assistance) has occurred.

SPONSORSHIP DEFAULT:

A bar to sponsorship that is declared against a sponsor determined to be liable for a sponsorship breakdown. Refer to subsection 153(4) of IRPR.

SPONSORSHIP REVOCATION:

A rescindment, withdrawal or cancellation of an approved undertaking by CIC before or after the issuance of a visa. Refer to section 155 of IRPR.

SPONSORSHIP WITHDRAWAL:

A cancellation by a sponsor of an undertaking before the issuance of a visa.

UNDERTAKING TO SPONSOR:

A written undertaking to the Minister to make provision for reception, care, lodging and settlement assistance for a refugee and their named accompanying and non accompanying family members in the expected community of settlement for a period of 12 months (longer in exceptional circumstances if agreed to by the SAH) from the date of arrival of the refugee or until the refugee becomes self-

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supporting and no longer requires settlement assistance, whichever is less. Refer to sections 138 “undertaking” and 141 and subsections 154(2) and (3) of IRPR.

5. RESPONSIBILITIES: SPONSORSHIP AGREEMENT HOLDER (SAH)

In this Agreement:

- a) Prior to submitting the undertaking and based on available information, the SAH will make a preliminary assessment as to whether the applicant may meet the refugee eligibility criteria as defined in section 139 of IRPR.
- b) The SAH by signing an undertaking assumes the responsibilities described therein for each named refugee. Once submitted and approved by CIC, the terms of the undertaking and the individuals named therein cannot be amended or changed without the written consent of the SAH. Refer to sections 138 and 141 and subsections 154(2) and (3) of IRPR
- c) The SAH responsibilities under special programs, including JAS, Blended Sponsorship and any future special programs, will vary according to the specific terms of those programs.
- d) The SAH is not required to continue providing care and lodging from the point the refugee is self-supporting but is still required to provide settlement assistance if necessary. The SAH must resume financial support if, at any time during the period of sponsorship, the refugee ceases to be self-supporting.
- e) The SAH assumes the responsibility to select and authorise CGs and Cosponsors. The SAH may authorise a CG and/or a cosponsor in the expected community of settlement, through a letter of approval, to enter into a sponsorship undertaking on its behalf with CIC. The SAH guarantees that any CG or Cosponsor so authorised in writing has authority to bind the corporation under the terms of this Agreement.
- f) The SAH must have sufficient resources and expertise to fulfil these responsibilities and must ensure that its CGs and Cosponsors have adequate resources and arrangements to fulfil these responsibilities.
- g) The SAH and any CGs or Cosponsors signing an undertaking on its behalf will all be jointly and severally or solidarily liable. Refer to subsection 152(3) of IRPR. The SAH is responsible for alternative arrangements where the CG or Cosponsor does not assume these responsibilities.
- h) The SAH will ensure that a Settlement Plan is developed for each undertaking and, in the letter of approval for a CG and/or cosponsor, will indicate that the Settlement Plan has been reviewed. The SAH will retain

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copies of Settlement Plans and provide CIC with a copy upon request

- i) First-time SAHs (and their CGs & Cosponsors) who signed their original Agreement with CIC after June 28, 2002 will submit a copy of the Settlement Plan to CIC with each undertaking for the first 2 years of their Agreement.
- j) The SAH will provide its CGs and Cosponsors with organisational assistance, advice, information and support required to meet the responsibilities of the undertaking.
- k) The SAH is responsible for monitoring its CGs or Cosponsors and their individual undertakings. The purpose of the monitoring will be to provide support to the sponsor and the refugee in meeting respective commitments and responsibilities. When issues and problems arise which could lead to possible breakdown, the SAH will work cooperatively with CIC to resolve them.
- l) The SAH will promptly advise CIC of any change in persons authorised to sign letters of approval on behalf of the SAH and will ensure that such persons provide CIC with a completed Sponsor Assessment Form (IMM5492).
- m) The SAH will report annually regarding the past year's sponsorship activities, and projected activities for the following year, as requested by CIC. See Appendix 3.
- n) The SAH with a Limited Individual Agreement will assume the responsibility to apply to renew its Agreement if it wants to continue to sponsor.

6. RESPONSIBILITIES: CITIZENSHIP AND IMMIGRATION CANADA (CIC)

In this Agreement:

- a) CIC will process undertakings of support for PSR cases in accordance with departmental priorities as governed by the objectives set out in section 3(2) of IRPA.
- b) CIC will communicate in a timely fashion with the SAH as per the communication benchmarks set out in Appendix 2.
- c) CIC will provide information packages and training on PSRP.
- d) CIC visa officers will determine, in accordance with section 139 of IRPR, whether the applicant is eligible and admissible for resettlement to Canada.

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- e) CIC visa 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.
- f) CIC will provide the refugee, to the extent possible, with pre-arrival orientation and information.
- g) CIC 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.
- h) CIC will provide the refugee access to the Immigrant Loans Program in accordance with section 289 of IRPR, IP19 and OP17.
- i) CIC will provide refugees access to IFH from the time they arrive in Canada pending coverage by their provincial health plans (90 days maximum after arrival in the province). Thereafter, refugees are eligible for partial limited coverage for the duration of the sponsorship period where provincial health care does not cover services provided by IFH.
- j) CIC will consult with the SAHs through the NGO-GOVT Committee on the PSRP and on any proposed policy, regulatory or legislative change that is likely to affect this agreement.
- k) To foster mutual co-operation and respect, CIC will strive to ensure that the regulatory and policy framework for the PSRP is always communicated to the SAH and that the SAH is kept up to date (and given an opportunity to provide input) respecting any changes that may need to be made from time to time.
- l) CIC will report to the SAH on an annual basis on the overall sponsorship activities of the past year. See Appendix 3.
- m) CIC is responsible for monitoring the SAH, their CGs or Cosponsors and individual undertakings. The purpose of monitoring will be to provide support to the sponsor and the refugee in meeting their respective commitments and responsibilities. CIC will ensure that the monitoring process is communicated with SAHs and will work cooperatively with the SAH to anticipate and/or resolve problems or issues that may arise.

7 SPONSORSHIP WITHDRAWAL

- a) Sponsorship withdrawal refers to the cancellation of an undertaking or part thereof by the sponsor before the immigrant visa has been issued. Since an undertaking to sponsor is legally binding, every attempt must be made to fulfil the commitment regarding the sponsorship. There are acceptable

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and unacceptable reasons for withdrawal. A Sponsorship Agreement may be cancelled or suspended if a disproportionate number of withdrawals for unacceptable reasons are made within one calendar year.

- b) Acceptable reasons for withdrawal of an undertaking include:
- i. Change in the financial status of the sponsoring group that renders it unable to support the refugee(s) financially.
 - ii. Major change of condition, such as significant loss of membership so great, that will prevent the sponsoring group from fulfilling its sponsorship obligations.
 - iii. New information gained about the refugee family or their family in Canada that will result in demands the sponsor cannot meet. For example, the medical condition of a family member could require special care beyond the sponsor 's capability or the community of destination may lack required medical facilities or specialists.
 - iv. A visa officer determines that a refugee family requires more than 12 months settlement assistance and support to establish successfully and the sponsor does not have the financial resources or commitment from membership to provide that level of assistance.
 - v. Change in relationship between a SAH and its CG or Cosponsor that makes the original sponsorship undertaking not feasible.
 - vi. A sponsor learns that the application is no longer viable, i.e. a refugee applicant does not meet the eligibility or admissibility criteria.
 - vii. Lengthy processing time that exceeds the estimated processing time for applications at that visa office.
 - viii. A sponsor has reasons to believe that the refugee will not remain in the expected community of settlement for the duration of the sponsorship period.
- c) Unacceptable reasons for withdrawal of an undertaking include:
- i. Withdrawing an application for a refugee in order to sponsor another refugee.
 - ii. Change of leadership in the sponsoring group.

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- iii. Loss of membership that does not necessarily impact the group's ability to sponsor.

8. SPONSORSHIP BREAKDOWN

- a) Responsibility for a sponsorship breakdown may rest with the refugee(s), with the sponsor, with CIC, or may not be attributable to any party.
- b) When an SAH has delegated its sponsorship authority to a CG and or Cosponsor and it appears that a sponsorship breakdown is imminent and attributable to the SAH, or CG or Cosponsor, the SAH will make all reasonable efforts to co-ordinate alternate sponsorship arrangements. It may transfer the sponsorship responsibility to another CG or Cosponsor or it may assume the responsibility itself.
- c) CIC recognizes that lengthy processing time that exceeds the estimated processing time at a visa office may result in the inability of the sponsor to meet all of its obligations. In these circumstances an assessment of breakdown will take place as per paragraph d) below.
- d) Responsibility for sponsorship breakdown will be assessed through a process of consultation between CIC, the SAH, the CG and/or Cosponsor, the refugee(s), and other relevant parties. The final determination with respect to responsibility for a breakdown rests with CIC subject to any review mechanisms that are in place.
- e) If the SAH and/or its CG or Cosponsor are not held responsible for a breakdown of the sponsorship, the SAH and/or the CG or Cosponsor are not held responsible for continuing financial support, whether in the sponsoring community of settlement or elsewhere.
- f) Where a sponsorship breakdown has occurred as result of secondary migration, and where the SAH and/or its CG or Cosponsor are held responsible for the breakdown and therefore must provide continued financial support, the SAH and/or its CG or Cosponsor will provide the financial support at the level required in the community of sponsorship even if the refugee's cost of living is higher in the new community of settlement.
- g) If a SAH is held responsible for the breakdown of the sponsorship, refer to Section 9 below.

9. SPONSORSHIP DEFAULT

- a) If the SAH and or its CG or Cosponsor are held responsible for a breakdown, and where the refugee seeks support from CIC that would

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normally be provided by the sponsor, a default will be declared against the SAH and/or its CG and/or Cosponsor and the provisions under subsection 153(4) of IRPR will apply.

- b) When a SAH is declared in default, its agreement will be suspended until it ceases to be in default.
- c) When a CG and/or a Cosponsor fails to respect either a financial or non-financial obligation in respect of an undertaking, and when the SAH assumes the financial or non-financial obligation in order that no default is declared by CIC, the SAH will notify CIC in writing whether a default should be declared against the CG and/or the Cosponsor.
- d) When a SAH is in default, CIC will require reimbursement of funds provided to the PSR as a result of the sponsorship breakdown, unless there are extenuating or exceptional circumstances.

10. SPONSORSHIP REVOCATION

- a) CIC will revoke the approval of the undertaking as per section 155 of IRPR:
 - i. Where a sponsor poses a threat to the safety of the refugee, or
 - ii. Where the sponsor is unable to provide sufficient care, lodging and settlement assistance or cannot fulfill the responsibilities of the sponsorship.
- b) Where CIC intends to revoke the undertaking of a CG, the SAH will be consulted and given the opportunity to make alternate arrangements for the sponsorship.

11. CANCELLATION OR SUSPENSION OF AN INDIVIDUAL AGREEMENT

- a) An individual agreement remains in effect unless:
 - i. Either party gives 90 calendar days written notice of its intention to cancel. In cases where the SAH gives notice to cancel, no further undertakings can be submitted by the SAH and/or its CGs and Cosponsors after such notice is received by CIC; or
 - ii. 36 months have elapsed since the SAH and/or its CGs sponsored any refugees under the authority of this Agreement, or
 - iii. 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 contravened the terms of the Agreement.

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- b) Subsequent to the signing of this Agreement, any action by the SAH or by one of its CGs or Cosponsors, that is determined by CIC to be a breach of the performance of or the compliance with any of the responsibilities accepted through this Agreement, may result in the suspension or cancellation of this Agreement and the revocation of outstanding sponsorships.
- c) Prior to a decision by CIC to suspend or cancel an Agreement, the SAH will be given written notice of the issues that may lead to suspension or cancellation, including the opportunity to respond to the notice and the opportunity to rectify the situation. Suspension or cancellation will only occur upon final written notice by the Deputy Head or the Deputy Head's delegate; however, a verbal notice could precede a written notice.

12. AMENDMENT TO THE INDIVIDUAL AGREEMENT

When a significant change occurs to a SAH, which affects its ability to meet its responsibilities in accordance with the Principal Agreement, its individual agreement may be amended. CIC or the SAH may initiate the amendment.

13. REVIEW OR AMENDMENT TO THE PRINCIPAL AGREEMENT

- a) The Principal Agreement remains in effect unless IRPA and its Regulations or policies in effect at the time it was entered into undergo fundamental change. Either CIC or the NGO-GOVT Committee co-chair can initiate the process of review of the Principal Agreement in writing.
- b) Either CIC or SAHs through the NGO-GOVT Co-chair may request a review of the terms of this Agreement or policies and procedures, which may necessitate an amendment.
- c) Notification by either parties that the Principal Agreement needs to be amended does not put the whole Principal Agreement up for discussion, only the affected clauses.
- d) Where the Principal Agreement is amended, all undertakings already approved are not affected.
- e) Notwithstanding CIC's Annual Planning process, to which SAHs contribute through their activity projections (See Appendix 3.2), from time to time exceptional situations may require limiting the processing of undertakings at a specific visa office or geographic region.
 - i. In exceptional circumstances and as a result of CIC regional resource constraints, CIC may place a limit for a specific period of time on the number of persons for whom SAHs may submit undertakings in that

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geographic region.

- ii. Prior to imposing the limit, CIC will consult with the SAH community through the NGO-GOVT Committee, including consultation on the length of time of the limitation and the review process on the time limitation. Undertakings submitted prior to the imposing of the limit would not be affected.
- iii. Any such limitation as described in paragraph i) and ii) will be through a time specific amendment to the Principal Agreement.
- iv. Any limitation as described in paragraph i), ii) or iii) above does not limit the SAHs sponsorship activities in other geographic regions.
- v. During the consultations described in ii), CIC will cease from processing new undertakings until the consultations are over.

14. CONTINUANCE OF SPONSORSHIP AFTER CANCELLATION

Any obligation of the SAH with respect to a PSR and their accompanying and non-accompanying family member(s) who are admitted to Canada (including those not admitted but in receipt of a positive decision from the visa office) assumed under their Individual Agreement prior to the date of cancellation will not be subject to the cancellation but will continue in accordance with the terms of the Individual Agreement as if it had not been cancelled. The cancellation will apply to all sponsorships for persons not admitted to Canada or not in receipt of a positive decision from a visa office.

15. REINSTATEMENT

In order to consider a request for a reinstatement of an individual agreement that has been suspended or cancelled for cause, the SAH will contact the Director General of the Operational Management and Coordination Branch in writing. Reinstatement will occur when the Deputy Head or Deputy Head's delegate is satisfied that the condition that gave rise to the suspension or cancellation is rectified and that the SAH can fulfill its responsibilities under the Principal Agreement. This may entail the review of the SAH's performance and most recent financial information and possibly altering or amending the original individual agreement.

16. LIMITED INDIVIDUAL AGREEMENT

This clause pertains to a SAH which is subject to a limitation on the number of sponsorship undertakings submitted during the individual agreement's validity period. Due to its numerical restriction, this individual agreement is referred to as a "Limited Agreement".

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17. RENEWAL OF A LIMITED INDIVIDUAL AGREEMENT

Pursuant to Section 16, renewal of a Limited Individual Agreement requires that an application for renewal be submitted to CIC. CIC will base its decision to renew and/or to amend the individual agreement on a review of the SAH's performance and most recent financial information.

18. ADMINISTRATION

Provisions for the administration of this Agreement are described in the attached appendices, which flow from the Agreement. The appendices include:

1. Financial Guidelines
2. Communication
3. Reporting
4. Joint Assistance Sponsorship Program

19. TERMS OF THE LIMITED INDIVIDUAL AGREEMENT

The Limited Individual Agreement is valid for **1** year from the date that the SAH representative signs the agreement, as indicated in the Authorization clause below. The agreement allows for a maximum sponsorship caseload of **50** persons per year over **1** year.

20: AUTHORIZATION

SAH

Wally Boxhill
Director
Integration and Refugee Program
Delivery
Operational Management and
Coordination Branch
for the Minister of Citizenship and
Immigration Canada

Signed this ___ day of _____ 20__

Signed this ___ day of _____ 20__

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APPENDIX 1 FINANCIAL GUIDELINES

- a) IRPR require the sponsoring group to have sufficient resources to support the PSR for the period determined in the undertaking, normally twelve (12) months.
- b) Varying amounts of funds to meet the basic costs of living are needed in different areas of Canada. The level of support which sponsors are expected to provide to the PSR(s) is equal to that of the prevailing rates for provincial/municipal or social assistance in the expected community of settlement. The total sponsorship costs may be reduced through the donation of "in-kind" goods, which may include accommodation, furniture and clothing. Where practicable, the PSR should have the responsibility to manage his or her own financial affairs.
- c) The SAH will be able to adjust the financial support downward if the PSR refuses to take a reasonable job offer.
- d) SAHs and CGs and Cosponsors acting on behalf of SAHs will not accept the payment of funds from the PSR either before or after their arrival in Canada for the submission of a sponsorship. However, the PSR's relatives in Canada or abroad may contribute funds to the resettlement.
- e) PSR have no legal obligation, and cannot be made to enter into a legal obligation, to prepay or repay their sponsors for lodging, care and settlement assistance. Any sponsor who attempts to secure or does accept such prepayment or repayment will be considered by CIC to be in contravention of this Agreement.
- f) Sponsors are only responsible for financial obligations that they have agreed to in this Agreement.
- g) PSR with financial resources must contribute to their basic financial support. Where PSR have financial resources, they will retain the right to manage their own finances. SAHs will not require the PSR to submit their funds to them to manage.
- h) The standards for the use of personal funds and income revenue applicable to GARs as described in IP 3 may be applied to the PSRP where PSR arrive with personal funds or begin to generate income and/or receive entitlements after arrival, unless the sponsor chooses to maintain a higher level of income support.
- i) The SAH may recover a one-time maximum payment of \$100 per application from the CG and Cosponsor for direct administrative costs

SPONSORSHIP AGREEMENT

incurred in support of the application. Direct administrative costs include staff, rent, telephone, facsimile, postage, courier and photocopying. SAHs must maintain for one year a record of all fees collected, including receipts that verify related expenditures.

- j) A SAH or its CG or Cosponsor may establish a trust fund. A donor to the trust fund can be an individual, a group or an organization but must not include the PSR or funds acquired from the PSR. The individual rights and obligations of the sponsor, trustee and donor are set out in three different sources: Provincial law, Common Law Principles with respect to the law of trusts and the Trust Deed, which is drafted by the donor to establish the terms of the trust.
- k) It is the responsibility of the sponsor to ensure that the terms of the trust fund, including the respective rights and obligations, conform to the laws of the Province in which the deed is registered.
- l) The Trust Deed must clearly outline the terms of the trust fund which include the identity of the beneficiary, when and how funds will be disbursed and the outcome of the funds should the beneficiary not arrive in Canada. The deed should also stipulate whether the trust fund is for a specific PSR or whether it is a general charitable trust fund for the sponsorship of any PSR.
- m) In the event that the refugee is not accepted for resettlement in Canada, funds held in trust for the sponsorship of that refugee, including all accumulated interest, must be returned to the donor.

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APPENDIX 2

COMMUNICATIONS

BETWEEN SAHs, CIC LOCAL OFFICES AND VISA OFFICES

Effective communications between SAHs, local CICs inland and visa offices abroad are essential to partnership in the PSRP. In particular, the regular provision of processing information to sponsors can help to ensure that processing problems are resolved quickly and efficiently.

1. PROCESSING "BENCHMARKS"

a) In-Canada:

- i. Local CIC offices will process sponsorship undertakings within 30 days of their receipt from the sponsor. If they are unable to meet this estimated processing timeframe, the local CIC will notify the sponsoring group's contact person and indicate approximately how long it will be before the undertaking is processed.
- ii. Local CIC offices will inform the sponsoring group's contact person as soon as possible upon receipt of a Notification of Arrival (NAT) from CIC National Headquarters.

b) Overseas:

Visa offices will establish, as a matter of routine, regular communications with SAHs. These communications will be facilitated by the use of a standard form letter that will be used at two important "benchmarks" during the processing of an application:

- i. Receipt of the refugee application for permanent residence (IMM 0008) and estimated time before an interview.
- ii. The outcome of the selection interview, and pending the final results of the medical, security and admissibility checks, the estimated time to visa issuance. Refer to section 4 on Privacy below.

2. CASE INQUIRIES FROM SPONSORS

Where an SAH is in possession of new information material to the application or relevant to the applicant's safety, the SAH will provide the information to the local CIC who will forward the information to the appropriate contact at the visa office abroad. Where the processing time of a case has exceeded the estimated

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processing time for the relevant processing stage, as indicated by the local CIC office or visa office, an SAH may wish to request a status update.

3. RESPONDING TO A NEGATIVE DECISION

- a) Where the application is rejected, the decision-maker will clearly explain to the applicant, through written reasons, why the application was refused. Sponsoring groups can assist applicants in responding to a negative decision through the review mechanism as described below.
- b) IRPA does not provide for a direct appeal of a Visa Officer's decision on a refugee application. A refugee applicant who is refused abroad can seek leave for judicial review before the Federal Court of Canada (Trial Division).
- c) A judicial review of a decision is not an appeal on the merits of the case. The Court cannot substitute its decision for that of the decision-maker. Rather, the Court examines the process that led to the decision and determines if the process was fair and reasonable. If the Court determines that it was not, the Court may only "quash" the decision in question and order a redetermination. Judges cannot order which decision is to be made, although they may issue "directions" as to how the redetermination is to be carried out. The applicant has 60 days after being notified of the decision to apply for leave and judicial review. In certain circumstances, the Court may extend this deadline. For more information on the judicial review process, consult Chapter 22 of the Overseas Processing Manual (OP 22).
- d) A Visa officer will not revisit a decision that has already been made. The onus is on the applicant to provide all relevant evidence and information at their disposal in support of the application at the time of the initial interview. If an applicant whose case has been refused wants to provide new information or to claim that they are victims of changed circumstances, they must submit a new application based on the new information. In this case, a new sponsorship undertaking would also be required.
- e) Should a sponsor believe that the visa officer erred in his/her decision to refuse a case, details may be sent in writing to the Director of Case Review, Case Management Branch, National Headquarters, Citizenship and Immigration Canada (CIC). The sponsor must include the Consent to Release Form signed by the applicant.
- f) If a sponsor has concerns about possible misinterpretation of policies and procedures by officials of CIC, the sponsor may contact the Director of Integration and Refugee Program Delivery, Operational Management and Coordination Branch, National Headquarters, Citizenship and Immigration Canada.

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4. PRIVACY

- a) Refugee applicants can authorize the disclosure of information regarding their case (e.g., reasons for refusal, details of their refugee story, medical conditions, etc.) to their sponsor. However, the applicant's signed authorization allows CIC to release information on a need to know basis only.
- b) If the refugee applicant does not authorize the disclosure of their personal information to the sponsor, the sponsor can only be provided with the overseas benchmark reporting information (IMM 0008 received / approx. time to interview, notice of selection decision / and estimated time to visa issuance), and the arrival date.
- c) If authority to disclose personal information to the sponsor is not given the SAH or its CG or Cosponsor will not receive a copy of the refusal letter.

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APPENDIX 3

REPORTING

SPONSORSHIP AGREEMENT HOLDERS (SAH)

Each SAH is expected to maintain a tracking system that will allow it to report the following information to CIC on an annual basis:

1. For the previous calendar year:

- a) total of administration fees recovered from CGs or Cosponsors (refer to Appendix 1 (i))
- b) number of PSR sponsored
- c) number of PSR cases that were withdrawn or resulted in a breakdown.
- d) number of PSR cases approved and refused overseas.*

2. For the next calendar year:

- a) person(s) authorized to sign on behalf of the SAH and contact details
- b) estimated number of persons to be sponsored and location if known

CITIZENSHIP AND IMMIGRATION CANADA (CIC)

CIC is expected to report on an annual basis:

For the previous calendar year:

- a) number of PSR arrivals
- b) number of GAR arrivals
- c) estimated processing times and refusal rates by visa office.

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

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APPENDIX 4

JOINT ASSISTANCE SPONSORSHIP PROGRAM

Joint Assistance Sponsorship (JAS) refers to a joint undertaking by a SAH or its CG and CIC to sponsor refugees requiring special assistance and whose admissibility depends upon this additional support to become established (henceforth referred to as JAS refugees). Refer to subsection 157(1) (2) of IRPR.

From time to time, visa officers interview refugee applicants who have good long-term prospects for successful settlement and integration, but who need more assistance than normally available for either GARs or PSRs in their first year of settlement. These JAS refugees could have physical or mental disabilities which could require treatment in Canada, be disadvantaged by their refugee experience (incidents of trauma or torture, long-term camp stays), or have unusual family configurations (single parent families with several young children, elderly parents, families consisting only of siblings, etc.) that could lead to socio-economic challenges during their early settlement period.

JAS refugee cases are a shared responsibility between the SAH, CIC and Resettlement Assistance Program (RAP) service providers. The JAS undertaking (IMM 1324) lists the respective obligations of the partners. All partners are encouraged to work collaboratively and may choose to modify their respective roles in the interest of helping the refugee resettle better.

In addition, CIC agrees to provide JAS refugees access to contributions from RAP according to program criteria.

In locations where there is no RAP service provider, CIC agrees to provide the JAS refugees with the same services through the local CIC office.

Monitoring Privately Sponsored Refugees

Refugee: _____

FOSS ID: _____

Address: _____

Telephone: _____

Arrival Date: _____

Report Date: _____

Sponsorship Group: _____

CIC interviewer: _____

Type of Monitoring: telephone personal interview

Names of additional family members participating in the monitoring

Section 1 - Monitoring Services Received

This section of the report is intended to provide client information on the range, level and quality of settlement assistance provided by the private sponsor. It also reports on the links provided by the private sponsor to broader based programs and services. It may be difficult for the client to remember exact information and therefore, more general information is just as helpful. The information can be used to supplement contract monitoring. The information will also be used to determine whether the range/level and quality of service provided under the program best meets the needs of the refugees.

1. Were services provided and did the client take advantage of the services and with what result?

Port of Entry Reception Service

Was there someone at the port of entry to assist you after you were through Immigration and Customs?

yes no

If yes, what kind of assistance was provided?

• Assistance with luggage? yes no

• Assistance with connecting with transportation to your final destination? yes no

• Did you require an overnight stay at port of entry? yes no

• Was winter clothing required yes no

• Was winter clothing provided, if required? yes no

• Were you provided with information that helped you understand what was happening at the Port of Entry?

yes no

If no, what information would help? _____

• Did you feel comfortable to ask for this information? yes no

• Was information available in a language you understand? yes no

- Is there something we could do to improve this service? yes no

If yes, what would you suggest? _____

Arrival at Final Destination

Were you met by someone and taken to your temporary accommodation? yes no

Had you been told that you would be met by someone who would take you to your temporary accommodation?
 yes no

Where did you learn this information? _____

If you were not met by anyone, what did you do? _____

Did the person who met you provide you with information to let you know what would happen next? yes no
What would you have liked to have known at this stage and that you did not know? _____

What would you have liked to be different? _____

Temporary Accommodation

Did you stay in a reception house or in commercial accommodation?

reception house commercial accommodation other

When you arrived at the temporary accommodation did you:

- Feel comfortable? yes no
- If no, provide reason _____

Did you have health or other problems you wanted to tell someone about? yes no

Did you share your problem with someone? yes no

- If no, why did you not do so? _____

- If yes, were you provided the assistance you needed? yes no
- If no, what assistance did you expect and not receive? _____

• Were you shown the emergency plan in place at temporary accommodation to follow in case of fire or other emergency? yes no

• Did you understand the procedures in place? yes no

If no, what would help you better understand what to do in an emergency? _____

• Did you know how to contact someone in case of an emergency? yes no

• Were you shown how the shower, toilet and sinks and appliances work? yes no

If yes, did you understand how to use these things in a responsible manner so as not to endanger self, others or the building? yes no

• If no, can you suggest another way this information could be provided to help with understanding these things?

How were meals provided during you stay in temporary accommodation?

cooked own prepared by reception house, or bought from a restaurant

Did you like the arrangement for meals or would you prefer a different arrangement?

like current arrangement would prefer a different arrangement

If another arrangement is preferred, what is the arrangement and why is it preferred? _____

When you were in temporary accommodation, did you receive money for food, incidentals and transportation?

yes no

Were you provided information on how to use the money when you first received Canadian currency? yes no

How did you learn how to use Canadian currency? _____

Did you learn how to use public transportation when you stayed in temporary accommodation (where public transportation exists)? yes no

If no, when and how did you learn to use public transportation? _____

Were you provided with a card that gave the name, address and telephone number for temporary accommodation?

yes no

Did you receive help from the service provider to find permanent accommodation? yes no

If no, how did you locate your permanent accommodation? _____

How long after you arrived in Canada did you see your first apartment? _____

How long did you stay in temporary accommodation? _____

• Was the stay too long about right too short?

• Why? _____

Links to Mandatory Federal/Provincial Programs

The government of Canada collects taxes from residents and uses these funds to provide services for individuals and families. Newcomers to Canada have a large number of forms to complete all at once in order to register in national and provincial programs. Completing all of these forms is often confusing. The information related to each form is usually discussed briefly as the forms are being completed and the same information is explained in detail later on.

The forms you completed link you to the following government/other programs:

- Social insurance number – provides access to employment and identifies individual/family for tax and related purposes
- Provincial health care – provides access to basic health care

• Interim Federal Health – provides supplementary coverage for emergency dental care that is not covered by provincial plan

• Income Tax – provides information for tax payment and benefit purposes, e.g. Goods and Services Tax/Harmonized Sales Tax (GST/HST) Rebate and Child Tax Benefit (where applicable)

How much did you understand at that point about what you were doing and being told? nothing a little most

If you understood little or nothing at that stage, were you okay with not knowing? yes no

Can you provide suggestions that could help the service provider help others with this part of becoming established?

Have you obtained a Social Insurance Number? yes no

Have you been registered in the Interim Federal Health program? yes no

Have you been registered for Provincial health care coverage? yes no

Have you been registered for Income Tax in order to access the Child Tax benefit and the GST/HST Rebate?
 yes no

Financial Orientation and Financial Responsibilities

Financial orientation was made available to you to help you understand Canadian currency, how much money you would be provided for furniture, towels and clothing, etc. and other information on how much you would receive once a month for food, shelter and incidentals. Part of the orientation included information on how to divide up the money received each month and pay monthly expenses. Another part of the orientation explains your role and responsibility in proper use of the funds made available. Both spouse and head of family were asked to sign a Client Agreement acknowledging you understood the information in the agreement.

Did you understand the language the Agreement was printed in? yes no

If no, was an interpreter used to interpret the information? yes no

Was a copy of the Client Agreement provided to you in a language you understand? yes no

Do you want a copy of the Client Agreement provided in a language you understand? yes no doesn't matter.

If yes, which language? _____

Approximately how long was spent to provide the financial orientation? _____ (hours)

How would you describe this part of the process?

too much information in too short a time too little information in the time provided about the right amount of information in the time made available

Did you participate in all the financial orientation made available? yes no

If no, why not and in which parts did you participate? _____

What did you understand best at the end of the financial orientation? _____

What did you understand the least at the end of the financial orientation? _____

Do you feel comfortable in managing financially? yes no

If not, where do you need help? _____

A bank account provides the means to cash income support cheques and to pay bills. Paying bills on time helps to establish a good credit rating. Have you opened a bank account? yes no

How long after your arrival was the bank account opened? _____

How did you receive your financial orientation?

in a group with other newcomers individual/family

How much financial orientation was provided to you before moving to permanent accommodation?

all some none

Would you prefer one of these three over the other? yes no doesn't matter

• If yes, which one _____

Is there information you need to know, that was not covered in the financial orientation?

yes no

• If yes, what information? _____

Was the orientation provided in a language you understood? yes no

Would you have suggestions on how we conduct this stage of the process that could help other newcomers learn the financial information? _____

Basic Orientation

Basic orientation is general information about the community you live in and how to take advantage of the services that are available in your new community. Such orientation should identify to you the location of the school, health centre or hospital, grocery store, post office, community centre and other important services. Orientation should also describe to you how to register your child or children in school, how to get medical help, what to expect in the way of services and who to contact in an emergency. It should also outline basic laws about Canada concerning personal rights and freedoms and explain laws on family violence and abuse

Lastly, it should describe those activities that are free or of little cost, should teach you how to be safe and to keep your children safe and educate you on things such as the cost of long distance calling.

About how long was spent to provide basic orientation on these and other topics? _____ (hours)

How would you describe this part of the process?

too much information in too short a time

too little information in the time provided

about the right amount of information in the time made available

What did you understand best at the end of the basic orientation? _____

What did you understand the least at the end of the basic orientation? _____

Who provided your basic orientation?

your private sponsor other, please specify _____

When did you receive your basic orientation?

all basic orientation was provided before the move to permanent accommodation

some of the basic orientation was provided before the move to permanent accommodation

all the basic orientation was provided after the move to permanent accommodation

Would you prefer one of these three over the other? yes no

• If yes, which one _____

Is there any information you still would like to know that was not covered in the basic orientation?

yes no

• If yes, what information? _____

Was the basic orientation provided in a language you understood? yes no

Would you have suggestions on what else should be included in basic orientation and/or on how we conduct this stage of the process that could help other newcomers learn what is provided in basic orientation? _____

Section 2 - Financial Monitoring

This section of the report is intended to provide information on how well the refugee is able to manage within the resources provided and whether the refugee is respecting the terms of the Client Agreement.

Are there indications of financial stress beyond that encountered by others in similar circumstances? yes no

• What are they or why are they there? _____

Are there reportable changes in status? yes no

What are they? _____

Is proof available to indicate the refugee is meeting their financial responsibilities? yes no

What is made available? _____

(A telephone bill as a minimum can indicate whether or not a high level of long distance calls are being made and paid for or being made and not paid. A high level of paid calls may suggest unreported income/earnings and a high level of unpaid telephone bill can indicate financial trouble.)

Is there evidence that funds are being used to provide benefit to all family members? yes no

What was made available? _____

(The mother could be asked to show you a bus pass or that she has access to bus tickets. Lack of proof may indicate the need to explore other factors, e.g. isolation, inability to participate in employment access activities, etc.)

What recommendations or follow-up actions are suggested/required?

a) Recommendations to client for follow-up (include time frames where applicable) _____

b) Actions required by settlement officer _____

Section 3 - Monitoring for Settlement Indicators

The immediate essential services provided under RAP take place within the first 4-6 weeks of arrival in Canada and there is probably very little that can be identified in the way of settlement indicators that can be solely linked to RAP. This section of the report is designed to try and identify information that can provide indications of how well the individual/family is settling.

Are all members of the immediate family in Canada?

- If yes, are there other family members for whom there remains concern or worry?
- If yes, please identify relationship and location _____

Are there family members or friends in Canada with whom you or your family are in contact?

- If yes, what role, if any, do these people play in your settlement? (social, information) _____

• If no, are there new friends/neighbours that provide this support or do individual/family or members of the family feel isolated and alone? _____

Are there service organizations, cultural, social, artistic, activities/groups that the individual or family members have approached?

- If yes, what are they and with what result? _____

- If no, what reasons are given? _____

Are there health concerns that are identified and is appropriate action taken to resolve or manage any health issues?
 yes no

- If no, what are the reasons given? _____

Are there apparent health concerns that are not identified by the individual or family but are suspected and require a referral for medical examination?

Are there child/school/child care related issues? yes no

- If yes, is the family managing these issues or do they not understand the situation or not know where to turn?

Are those children of school age enrolled in and attending school? yes no

• If no, what reasons are given? _____

Are adult family members participating in some form of employment access activity, e.g. language training, skill training, education program, job search or part-time or full-time employment?

• If yes, what information is available on their experience in this area? _____

• If no, what reasons are given? _____

Are there indications that make you suspect family violence? yes no

• If yes, what makes you suspicious? _____

Has the individual or family secondary migrated? yes no

• If yes, where did the individual or family migrate from? _____
How many times have they moved? _____
• What reasons are given for the decision to migrate? _____

Did the result of the decision meet the desired expectations? yes no

• If yes, in what ways? If no, why not? _____

If the decision did not have the expected outcome, is there information that may have helped make a decision to remain in the original destination? yes no

• If yes, what suggestion would you make that could help others?
• If no, what makes you say no? _____

How would you define level of settlement at this point for the individual/family in relation to others from similar background and in similar circumstances?

better than expected about as expected worse than expected

What made you choose this response? _____

How does the individual/family define their level of settlement at this point in relation to others from similar background and in similar circumstances?

better than most about the same as most worse than most

What makes them choose this response? _____

If this is a follow-up monitoring, did the individual, family or family member follow-up on any recommendations made by the settlement officer? yes no

If no, what reasons are provided? _____

What other observations or information should be noted? _____

2. What recommendations or follow-up actions are suggested/required?

a) Recommendations to client for follow-up (include time frames where applicable) _____

b) Actions required by settlement officer _____

Monitoring Private Sponsors

The Private Sponsorship of Refugees program (PSR) is a means through which private citizens and corporations assist the Government of Canada to meet or exceed its humanitarian commitments. By its very nature, the sponsorship of Convention refugees and members of the humanitarian designated classes is a voluntary activity. The Department of Citizenship and Immigration has instituted programs to assist and train private sponsors. In addition, to maintain the confidence of the Canadian public in its programs, the department conducts routine monitoring to ensure that the participants are fulfilling their obligations.

As part of this monitoring, private sponsors receive a questionnaire designed to help the local Citizenship and Immigration Centre (CIC) determine whether the refugee individual or family is receiving the required settlement assistance. The questionnaire is mailed to sponsors approximately four months after the refugee's arrival. It provides an opportunity for private sponsors to offer feedback to the local CIC on the private sponsorship program and for the local CIC to offer feedback to the private sponsor should it appear that assistance is required.

The monitoring of sponsors is supplemented by interviews with the refugee individual or family. However, owing to limitations of the department's resources, not all refugees can be interviewed. Local CICs tend to focus on new sponsors that have not established a track record of refugee settlement.

Please ensure that your sponsoring group completes the attached questionnaire and returns it to the local CIC office.

Sincerely,

Local CIC officer: _____
Address: _____

Private Sponsorship of Refugees Program - Sponsor Questionnaire

CIC File No.: _____
Sponsoring Group: _____
FOSS ID: _____
Group Representative (person completing this form):

Telephone: (_____) _____
Email address: _____
Sponsored Refugee: _____
FOSS ID: _____

Section 1 - Monitoring of Services Provided

This section of the report is designed to provide information to CIC on the services provided by the private sponsor to the refugee. The purpose of the monitoring is to ensure that refugees are receiving the settlement assistance to which they are entitled and to inquire about how the sponsorship is proceeding. Where refugee is used within this document, it refers to the refugee individual or refugee family that your private group has sponsored for resettlement in Canada.

Arrival in Community of Final Destination

Did a representative of the sponsoring group meet the refugee at the airport? yes no

If no, who met the refugee and what happened? _____

Was an interpreter required? yes no

If yes, did you locate an interpreter to facilitate reception of the refugee? yes no

Was winter clothing provided? yes no

Was winter clothing provided to the refugee, if required? yes no

Did you provide the refugee with transportation to his or her accommodation? yes no

If no, how did the refugee arrange for his or her transportation?

If yes, were there any problems? _____

Were any unanticipated problems encountered at the Port of Entry? yes no

Were there any problems with Customs or Immigration staff? yes no

If yes, please describe _____

Accommodation

Did the refugee require temporary accommodation after you first met him or her? yes no

If yes, please answer the following questions:

• What form of temporary accommodation was used?

reception house commercial other, please specify _____

• Did you explain emergency procedures to the refugee? yes no

• Did you explain how you could be contacted in case of an emergency? yes no

• Did you explain how the shower, toilet and sinks and appliances work? yes no

• Did you explain how to use these things in a responsible manner so as not to endanger one's self, others or the building? yes no

• If no, can you suggest another way this information could be provided to help with understanding these things?

• How long did the refugee remain in temporary accommodation? _____

What arrangements were made for the refugee's permanent accommodation?

rental house/apartment shares a house/apartment living with a relative/sponsor

Links to Mandatory Federal/Provincial Programs

The federal and provincial governments of Canada collect taxes from residents and use these funds to provide services for individuals and families. Newcomers to Canada have a large number of forms to complete all at once in order to register for national and provincial programs. Completing all of these forms is often confusing and the refugee will require assistance getting a hold of the forms and then completing each of them.

Has the refugee obtained a Social Insurance Number? yes no

Has the refugee been registered in the Interim Federal Health program? yes no

Provincial health care coverage? yes no

Income Tax registration (to access Child Tax benefit and GST/HST Rebate)? yes no

Did you explain what the individual application forms were for? yes no

Did the refugee seem to understand the information? yes no

Can you provide any suggestions that could help others with this part of becoming established? _____

Financial Orientation and Financial Responsibilities

Did you teach the refugee about Canadian currency? yes no

Did you explain to the refugee how much money would be provided monthly for basic food, shelter and incidentals?
 yes no

Did you help the refugee to open a bank account in her or his own name? yes no

How long after the refugee arrived was the bank account opened? _____

Are you allowing the refugee to handle her or his own finances? yes no

If not, why not? _____

Did you explain that the funds must be used properly, specifically to pay for essentials such as accommodation, food, clothing, basic household furnishings and monthly local telephone charges? yes no

Did you explain to the refugee how to divide up their monthly allowance and pay for monthly expenses? yes no

Approximately how long was spent to provide the financial orientation? _____ (hours)

Did the refugee seem to understand the financial orientation? yes no

If not, is there anything that might facilitate this process? _____

Does the refugee now seem capable of managing her or his financial affairs? yes no

How long after the refugee's arrival was financial orientation provided? _____

Basic Orientation

Basic orientation is general information about your community. It includes information on the services that are available in the community. This includes the location of the school, health centre or hospital, grocery store, post office, community centre and other important services.

Did you provide basic orientation to the refugee? yes no

Orientation should also describe to the refugee how to register their child or children in school or daycare, how to get medical or dental help, what to expect in the way of services and who to contact in an emergency.

Did you explain to the refugee how to accomplish these tasks? yes no

Has the refugee completed any of these tasks? yes no

If yes, please explain (ex. The refugee has gone for a medical exam.) _____

Did you explain to the refugee how to use public transportation? yes no

Has the refugee begun to use public transportation? yes no

Did you outline basic laws about Canada such as personal rights and freedoms, laws on family violence and abuse?
 yes no

You may also wish to describe activities that are free or at little cost, location how to be safe and keep your children safe, the cost of long distance calling, etc.

Did the refugee seem to understand the basic orientation? yes no

If not, is there anything that might facilitate this process? _____

Does the refugee now seem capable of accessing local services for himself or herself as they are required?
 yes no

Approximately how long did you spend providing basic orientation? _____ (hours)

When did you provide basic orientation to the refugee? _____

Section 2 - Monitoring for Settlement Indicators

This section of the report is designed to try and identify information that can provide indications of how well the individual/family is settling.

Referral to Settlement Services

How often does your sponsoring group see the refugees? _____

Please indicate whether the refugee used the following formal settlement services:

Orientation sessions? yes no

Information sessions? yes no

Reception Centre? yes no

Trauma Counselling? yes no

Career Planning? yes no

Language training (LINC)? yes no

How is the refugee adjusting to life in Canada?

very well reasonably well fairly well not very well

Are there concerns regarding the physical or emotional health of the refugee? yes no

How would you rate the prospects for self-sufficiency and integration in Canadian life?

very good good fair poor

Are the children adjusting to school in Canada? yes no

Is the refugee studying English? yes no not required

If yes, how is the language training going? very good good fair poor

Where is the refugee studying English? _____

What are the prospects for employment? very good good fair poor

Has work been found? yes no

If yes, please answer the following questions:

• How would you describe the job search? easy difficult

• Does the work compare with the refugee's previous occupation in his/her home country?

yes no

• Is the refugee happy with work and hopeful about the future? yes no

Additional comments? _____

Is there any proof that the refugee is meeting his or her financial responsibilities? yes no

If yes, please explain _____

Is there evidence that funds are being used to provide benefit to all family members? yes no

If yes, please explain _____

Are all members of the immediate family in Canada? yes no

- If yes, are there other family members for whom there remains concern or worry?
- If yes, please identify relationship and location _____

Are there family members or friends in Canada with whom individual/family is in contact?

- If yes, what role, if any, do these members play to support settlement, e.g. social, information, etc.? _____

• If no, are there new friends/neighbours that provide this support or do individual/family or members of the family feel isolated and alone? _____

Are there service organizations, cultural, social, artistic, activities/groups that the individual or family members have approached?

- If yes, what are they and with what result? _____

- If no, what reasons are given? _____

Are there health concerns that are identified and is appropriate action taken to resolve or manage any health issues?
 yes no

- If no, what are the reasons given? _____

Are there apparent health concerns that are not identified by the individual or family but are suspected and require a referral for medical examination? yes no

Are there child/school/child care related issues? yes no

- If yes, is the family managing these issues or do they not understand the situation or not know where to turn?

• Are those children of school age enrolled in and attending school? yes no

• If no, what reasons are given? _____

Are adult family members participating in some form of employment access activity, e.g. language training, skill training, education program, job search or part-time or full-time employment?

• If yes, what information is available on their experience in this area? _____

• If no, what reasons are given? _____

Are there indications that make you suspect family violence? yes no

• If yes, what makes you suspicious? _____

How would you define the refugee's level of settlement at this point?

better than expected about as expected worse than expected

What made you choose this response? _____

How does the individual/family define their level of settlement at this point in relation to others from a similar background and in similar circumstances?

better than most about the same as most worse than most

What makes them choose this response? _____

Section 3 - Sponsor's Expectations

Were there any surprises? _____

Were there any particular negative or positive aspects to the experience? _____

Have you any advice for Citizenship and Immigration Canada and the private sponsorship of refugees program?

How would you rate your experience with the Private Sponsorship of Refugees program?

excellent very good good fair poor

Would you sponsor again? yes no

Any other observations or information should be noted? _____

Sponsorship Withdrawal

Details outlined in letter of notification of a change in sponsorship

a) Letters of notification to local CIC offices of a change in sponsorship will contain the following information:

- Local CIC file number
- Names of all the refugee applicants included in the sponsorship
- Name of the SAH and contact information
- Statement that a new sponsoring group will assume responsibility for the undertaking
- Reasons for the change
- Name of the original sponsoring group and contact information
- Name of the new sponsoring group and contact information

b) SAHs will copy letters of notification to CGs involved, and CGs will copy letters to SAH. CIC will copy such letters to the Matching Centre and to the overseas post.

Sponsorship Withdrawal

Details outlined in letter of notification of sponsorship withdrawal where a new sponsoring group has not been located

a) Letters of notification to local CIC offices of withdrawal **from SAHs** are to contain the following information:

- Local CIC file number
- Reasons for the withdrawal
- Names of all the refugee applicants included in the sponsorship
- Statement that the SAH attempted to find another sponsorship group
- Name of the SAH and contact information
- Name of the CG and contact information

b) Letters of notification of withdrawal **from CGs** are to contain the following information:

- Local CIC file number
- Names of all refugee applicants included in the sponsorship
- Reasons for withdrawal that the SAH has been informed and an unsuccessful attempt was made to find another sponsor
- Name of the SAH and contact information
- Name of CG and contact information

c) Letters of notification of withdrawal **from G5s** are to contain the following information:

- Local CIC file number
- Names of all refugee applicants included in the sponsorship
- Reasons for withdrawal
- Name of group members with contact information

SAHs will copy letters of notification to CGs involved, and CGs will copy letters to SAHs. CIC will copy such letters to the Matching Centre and to the overseas.

Sample letter of sponsorship breakdown

Citizenship and Immigration Canada

DATE:

Re: Application to Sponsor:
Last name, First name Client ID: 0000-0000
Last name, First name Client ID: 0000-0000
File No.: 0000-00000000

Dear (insert name):

Your sponsorship for the above named refugee(s) has been determined to be a sponsorship breakdown.

A breakdown is declared if the sponsor in any way does not fulfil the terms of the sponsorship agreement. Responsibility for the breakdown may rest with the refugee, with the sponsoring group or it may not be attributed to either party. If the breakdown is determined to be the responsibility of the sponsoring group, it may result in the declaration of a sponsorship default. A breakdown is declared rather than a default if the terms of the sponsorship are not being fulfilled due to circumstance beyond the sponsor's control, (for example a change in the refugee's personal situation, a refugee relocates to another community, or if the refugee opts to go on social assistance and does not inform the sponsor).

Optional:

Reasons for breakdown can be entered and the steps that were taken.

Thank you for your participation in the Private Sponsorship Program.

Sincerely

Name

Title

Telephone

Winnipeg Private Refugee Sponsorship Assurance Program (WPRSAP)

1. Purpose

The objective of this pilot program is to support and enhance ongoing private sponsorship activities for refugees with family and community links to the City of Winnipeg, potentially increasing the number of refugees coming to Winnipeg while assisting people in need of Canada's protection.

2. Background

CIC, the Province of Manitoba and the City of Winnipeg signed an MOU on November 13, 2002, on the WPRSAP. This is the first time a municipality has become directly involved with refugee sponsorship in partnership with CIC and a provincial government. Under this MOU, the City of Winnipeg has set aside \$250,000 of municipal funds to cover refugee support and resettlement costs in the event that a private sponsor is unable to meet its commitment. The City has also committed to assisting a small number of visa office-referred urgent protection cases. The parties agreed that the operational details of the pilot program would be outlined in an annex to the MOU.

3. Impact

3.1. Processing

Cases will be processed, as per established procedures under Canada's Refugee and Humanitarian Resettlement Program; normal processing in Canada and Overseas would apply.

There will be no additional priority given to these applications and they will be part of the private sponsorship activity.

Note: NEW: Missions will enter one of 2 special program codes as outlined in Section 4. The program may not necessarily result in an increase in the number of private sponsorships from Winnipeg and CIC has committed to ensuring a measured approach considering processing capacity both in Canada and abroad.

3.2. Number of persons to be sponsored

During the initial year of the program, the pilot allows for up to 350 persons to be sponsored. It was decided to start with a lower number of persons and then raise the number at a later date depending on sponsorship community interest and processing capacity.

3.3. Missions affected

The mission that will be mostly affected by this program is Nairobi. However, there could be a shift depending on the refugee situation.

4. Roles, responsibilities and process

Each player has defined roles and responsibilities that have been highlighted below:

4.1. CIC Winnipeg will:

- identify every undertaking under this program by looking at the top right hand corner of the first page of the Undertaking to Sponsor (IMM5439) above the words “Protected when complete – B” to see if there is a stamped three letter code “WRP” (for regular sponsorship) OR “WRV” (for visa office-referred cases). The applications should have been previously stamped by the agent from the City prior to arriving at the CIC.
- provide NHQ with a report every month on the number of applications processed under the WPRSAP and identify the number of cases that are regular sponsorship or visa office referred cases.
- forward the applications to the appropriate mission as per normal procedures under Canada’s Refugee and Humanitarian Resettlement Program.

4.2. The Missions will:

- AT FILE CREATION: identify every undertaking from CIC Winnipeg under the WPRSAP program by looking at the top right hand corner of the first page of the Undertaking to Sponsor (IMM5439) above the words “Protected when complete –B” to see if there is a stamped three letter code. The code would be “WRP” (for regular sponsorship) OR “WRV” (for visa office-referred cases).
- AT PAPER SCREENING: enter the 3-letter code in CAIPS. To enter the three letter code in CAIPS the missions must:
 - ◆ go to the screen entitled “ Refugee Paper Screening”
 - ◆ if undertaking is under the WPRSAP, enter the following code in the Special program field:
 - Regular Sponsorship WRP
 - Visa office-referred WRV

PLEASE NOTE THAT IT IS IMPORTANT TO ENTER ONLY ONE OF THE TWO CODES BECAUSE ONLY THE FIRST ENTRY WILL BE TRANSMITTED TO FOSS.

5. Operational guidelines for visa office-referred protection cases

There are two ways in which a sponsorship may be referred by a visa office (see OP 5, 6.52):

- the sponsoring group asks CIC to refer a refugee applicant for their consideration; or
- the visa office requests that the Matching Centre (MC) find a sponsor for an approved refugee applicant.

The Missions will identify to MC, a RA/RS/CR-3 case who requires a sponsor and has indicated a particular interest in resettlement in the City of Winnipeg normally because of family and/or community links.

The MC will contact CIC Winnipeg with the refugees' profile for consideration of the Manitoba

Refugee Sponsors (MRS) and/or its agent under the WPRSAP. CIC Winnipeg will contact MRS and/or its agent when the mission and/or MC identifies a RA/RS/CR-3 case that would appear to be a good match under the WPRSAP. CIC Winnipeg will advise MC and RHQ of the decision to accept and/or refuse and if applicable the reasons for refusal. Alternatively, MRS and/or its agent can request further information on a refugee profile posted on the CIC Visa-Office Referred Web site for consideration under the WPRSAP.

Checklist for Reception Arrangements on the Arrival and Resettlement of Joint Assistance Sponsorship (JAS) Newcomer(s)

TO BE COMPLETED PRIOR TO ARRIVAL OF NEWCOMER

RE: Arrival of _____ on: _____ at: _____	List name of volunteer responsible for each task		
	✓	✓	✓
Roles and Responsibilities for JAS Newcomers' Arrival, Reception and Transition into Permanent Housing	SAH or CG	RAP SPO (Reception Centre)	N/A
<u>Arrival</u>			
Meet the newcomer(s) upon arrival			
Secure an interpreter to be at the airport (port of entry)			
Secure temporary accommodation upon arrival			
<u>Within first week of Arrival</u>			
Assessment and referral for any immediate essential medical needs			
Arrange meeting time with CIC officer for newcomer to apply for Interim Federal Health (IFH) coverage; arrange for interpreter to be present, if needed			
Apply for provincial/territorial medical services			
Arrange schedule for RAP Orientation Sessions (approximately 15 hours)			
Delivery of Orientation Sessions – arrange interpreter if needed			
Attendance at Orientation Sessions			
Provision of Orientation materials in English to sponsoring group rep.			
<u>Soon After Arrival (within two to three weeks)</u>			
Apply for SIN card			
Apply for allowance and child tax benefits			
Enrol children in school			
Make appointment for language assessment and/or referral to language training classes			
Arrange childcare – if not available at language training site			
Purchase initial clothing (make list of what each person will need)			
<u>Move into Permanent Housing</u>			
Locate/Secure housing (Newcomer signs apartment lease)			
Order furniture and arrange for delivery			
Arrange for utility hook-up			
Purchase initial provision of food			
<u>Moving Day</u>			
Accompany Newcomer to new location – ensuring someone is on location to receive furniture.			
Purchase initial provision of household supplies/equipment			
<u>Settling in the Community</u>			
Provide transport to appointments/interviews			
Familiarize newcomer with public transit system			
Familiarize newcomer with banking system			
Obtain family physician			
<u>Settling in the Community (cont'd)</u>			

Checklist for Reception Arrangements on the Arrival and Resettlement of Joint Assistance Sponsorship (JAS) Newcomer(s)

RE: Arrival of _____ on: _____ at: _____	<i>List name of volunteer responsible for each task</i> ✓	✓	✓
Roles and Responsibilities for JAS Newcomers' Arrival, Reception and Transition into Permanent Housing	SAH or CG	RAP SPO (Reception Centre)	N/A
Plan for medical emergency			
Plan for other emergencies (fire, flood, snow/ice storm, power outage, earthquake etc.)			
Referral and introduction of client to settlement SPO			
Referral and introduction of client to Specialized Services (e.g. Torture and Trauma centre)			
<u>Other - List Responsibilities</u>			

MATERIALS TO HAVE AVAILABLE FOR THE NEWCOMERS

Resource Materials	✓
1. Map of the town/city, province, and country	
2. Local Transit Map and Riders' Guide	
3. Library Guide	
4. City/Regional Visitors' Guide	
5. Newcomer's Guide to Services (obtained from local immigrant services provider)	
6. Booklet <i>Welcome to Canada What You Should Know</i> (obtained from CIC)	
7. Other – List Resource Materials	
8.	
9.	
10.	

MAIN CONTACT FOR SPONSORING GROUP (SAH OR CG)

Name: _____ telephone: _____ email: _____

Alternate Name: _____ telephone: _____ email: _____

MAIN CONTACT FOR RAP SPO (RECEPTION CENTRE)

Name: _____ telephone: _____ email: _____

Alternate Name: _____ telephone: _____ email: _____

Checklist for Reception Arrangements on the Arrival and Resettlement of Joint Assistance Sponsorship (JAS) Newcomer(s)

Agreement and Disclosure of Information Statement

In the best interest of our client(s) under the JAS Program, we agree that the above-noted roles and responsibilities will be undertaken and fulfilled to the best of our ability. It is further understood and agreed that we will continue to communicate with each other on issues of mutual concern that affect the resettlement of our mutual client(s).

Sponsorship Agreement Holder (SAH) or Constituent Group (CG):

Name of SAH or CG (main contact)

Print Name:

Signature:

Date:

RAP Service Provider Organization (SPO):

Name of RAP SPO

Print Name:

Signature:

Date:

JAS Newcomer (Head of Family) Disclosure of Information

I consent to the disclosure and/or use of personal information dealing with either myself or members of my immediate family (dependants) for the purpose of assisting in my (our) resettlement and adaptation to Canada, specifically to the Sponsorship Agreement Holder and/or Constituency Group as well as those settlement agencies and Canadian government authorities involved in my (our) resettlement process.

Print Name:

Signature:

Date:

Local Citizenship and Immigration Canada (CIC) office:

Name of Local CIC

Name of CIC Officer:

Signature:

Date:

4 Copies of this Checklist, Agreement and Disclosure Statement to be made:

- 1) SAH/CG; 2) RAP SPO; 3) Client; 4) CIC