



Memorandum of Understanding (MOU)

Settlement Team / Constituent Group Sponsorship MCC Toronto LGBTQ+ Refugee Programs

Final Signing Version - ready for execution once all blanks and schedules are complete

Case / Principal Applicant	[insert name or case number]
Community of Settlement	[insert city/province]
Settlement Team Lead	[insert name]
MOU Effective Date	[insert date]
Version Date	June 4, 2026

Final execution note

This Memorandum of Understanding is prepared for signature once all blanks, schedules, roles, financial amounts and required approvals are complete. It documents the parties' intended final understanding for this sponsorship case after execution. It is not legal advice and does not override IRPA, IRPR, the Sponsorship Undertaking, the current SAH Agreement, IRCC instructions, MCC Toronto policies, CRA charity rules, or any case-specific instructions from IRCC.

Privacy note: personal names, emails and phone numbers are placeholders. Fill them in only in the version circulated for signature.



1. Parties, Legal Hierarchy and Purpose

1.1 Parties. This Memorandum of Understanding is between:

- Metropolitan Community Church of Toronto ("MCC Toronto"), acting through its LGBTQ+ Refugee Programs and, where applicable, as the Sponsorship Agreement Holder ("SAH") representative for the sponsorship undertaking;
- the individuals signing as the Settlement Team / Constituent Group ("Settlement Team" or "CG"), including the Team Lead and Co-Lead;
- Rainbow Refugee Society, if it is designated as a Co-sponsor or program partner for a Rainbow Refugee Assistance Partnership ("Rainbow RAP" or "RRAP") case; and
- the sponsored person or family ("Sponsored Person" or "Newcomer"), to the extent they sign an acknowledgement or receive services under this MOU. The Sponsored Person is not made a sponsor or guarantor by this MOU unless they separately sign an IRCC form creating that obligation.

1.2 Controlling documents. The parties intend this MOU to support, not replace, the Sponsorship Undertaking, the settlement plan, IRCC forms and instructions, the SAH Agreement, MCC Toronto policies, Rainbow RAP requirements where applicable, and Canadian law. If there is a conflict, the following order applies:

1. Immigration and Refugee Protection Act (IRPA), Immigration and Refugee Protection Regulations (IRPR), and any binding court or government direction;
2. the Sponsorship Undertaking, sponsorship application, settlement plan, and current SAH Agreement;
3. IRCC program delivery instructions, official guides, post-arrival requirements, and monitoring requirements;
4. MCC Toronto policies, including fundraising, tax receipting, safeguarding, privacy, conflict-of-interest and code-of-conduct policies;
5. this MOU and its schedules.

1.3 Purpose. The purpose of this MOU is to create clear responsibilities, timelines, funding expectations, communication rules, liability allocation, refusal procedures, withdrawal/default procedures, and settlement support duties for the private sponsorship of a SOGIESC refugee or refugee family.

1.4 SOGIESC. SOGIESC means sexual orientation, gender identity, gender expression and sex characteristics. The term is used inclusively and respectfully, and no person is required to disclose more information about their identity, history, trauma or relationships than is necessary for the sponsorship, settlement, safety or legal process.

1.5 No paid legal or immigration representation unless authorized. No party will provide immigration or legal advice for a fee or other consideration unless that person is authorized under Canadian law. Case-specific legal strategy, reconsideration, judicial review, admissibility, misrepresentation and procedural fairness responses should be handled by a qualified lawyer or other authorized representative.

2. Guiding Principles

- Good faith, transparency and timely communication. The parties will communicate honestly, document material decisions, and avoid surprises that could place the application or the Sponsored Person at risk.
- Solidarity, dignity and autonomy. Sponsorship is an act of solidarity. The Sponsored Person has the right to make independent decisions about housing, employment, education, relationships, community, faith, identity and movement.
- No profit, repayment or coercion. The Sponsored Person will not be asked to prepay, repay, reimburse, donate, volunteer, attend services, become a member, provide gifts, or participate in any MCC Toronto, Settlement Team, sponsor or community activity as a condition of sponsorship or support.
- Voluntary participation. Invitations to events, community gatherings, worship, advocacy or media activity must be clearly optional. Refusal must not reduce financial support, settlement assistance or emotional support.



- Trauma-informed and SOGIESC-sensitive support. The parties will respect confidentiality, safety, cultural differences, mental health, privacy, pronouns, chosen names, and the risks that may arise from public disclosure.
- No guarantee of approval, processing time, travel date, housing, employment, health outcome or self-sufficiency. The parties are responsible only for tasks within their legal authority and practical control.
- Basic needs first. During the sponsorship period, the parties will prioritize the Sponsored Person's basic necessities, safety, privacy, access to services, and informed decision-making.

3. Conditions Before MCC Toronto Starts, Submits or Continues a Case

3.1 Conditions precedent. MCC Toronto is not required to begin casework, submit an application, sign an undertaking, continue processing, release funds, issue tax receipts, or participate in advocacy unless all applicable conditions below are satisfied to MCC Toronto's reasonable satisfaction:

- the case appears eligible and has sufficient merit under the private sponsorship program and any Rainbow RAP requirements;
- a sponsorship space or allocation is available, where required;
- the Sponsored Person and all family members included or required to be declared provide truthful, complete and consistent information, identity documents, declarations, consents, contact information and supporting evidence;
- the Settlement Team completes required training, criminal record or vulnerable sector checks, code-of-conduct acknowledgements, privacy commitments, conflict-of-interest disclosures, and team role assignments;
- the Settlement Team demonstrates adequate financial capacity, in-kind supports where permitted, a realistic settlement plan, and a current budget based on the destination community;
- funds required under Schedule B or MCC Toronto policy are deposited or otherwise verified;
- all parties disclose any family, financial, romantic, business, immigration-representation, donor or other not-at-arm's-length relationship that could affect charity compliance, conflict of interest, sponsorship integrity or safety;
- no party is in default, subject to a sponsorship bar, or otherwise unable to comply with IRCC or MCC requirements;
- MCC Toronto has no unresolved concerns about safety, coercion, fraud, misrepresentation, exploitation, privacy, media exposure, unauthorized advocacy, money handling, or reputational risk.

3.2 Right to decline, pause or not submit. MCC Toronto may decline, pause, return, delay, not submit, or withdraw a case before visa issuance when, in its reasonable judgment, the case lacks merit, eligibility is doubtful, documents are incomplete or inconsistent, funds or team capacity are insufficient, IRCC requirements cannot be met, a material change occurs, a privacy or safety risk arises, or continuing would breach law, the SAH Agreement, IRCC instructions, MCC Toronto policy, Rainbow RAP requirements, charity obligations, or this MOU.

3.3 No entitlement to submission. A donation, volunteer role, relationship with the Sponsored Person, team formation, previous communication, or unsigned or incomplete MOU does not create an entitlement to have an application submitted or pursued.

3.4 Material changes. The Sponsored Person and Settlement Team must notify MCC Toronto immediately of material changes, including changes to marital status, family composition, pregnancy, dependants, location, contact information, identity documents, safety, medical concerns, criminal/security issues, inadmissibility concerns, relationship between donor and refugee, loss of contact, refusal letters, procedural fairness letters, or ability to fund/support the undertaking.



4. Settlement Team / Constituent Group Commitments

4.1 Joint responsibility of signatories. Each Settlement Team member who signs this MOU accepts responsibility for the obligations assigned to them and, where they sign the IRCC Sponsorship Undertaking, accepts the statutory sponsor liability that applies to signatories. Helpers who do not sign the undertaking may assist, but do not become sponsor signatories merely because they volunteer.

4.2 Team Lead and Co-Lead. The Settlement Team will appoint a Team Lead and Co-Lead who are authorized to communicate with MCC Toronto, keep records, track deadlines, coordinate team tasks, and ensure urgent issues are escalated. The Team Lead does not carry the whole legal burden alone; all signatories remain responsible for their obligations.

4.3 Pre-arrival duties. Before submission and before arrival, the Settlement Team will:

- complete training and read the settlement handbook, code of conduct, fundraising rules and privacy/safeguarding expectations;
- develop a written settlement plan with assigned responsibilities, backup members, emergency contacts, and monthly check-in dates;
- prepare a realistic first-year budget and, where applicable, a plan for months 13-36 if IRCC requires an extended undertaking before travel;
- raise and deposit or verify funds on the schedule approved in Schedule B and provide records requested by MCC Toronto;
- support the Sponsored Person with application documents only under MCC Toronto's guidance, without coaching untruthful answers, editing identity, hiding family members, or offering unauthorized legal advice;
- respond to MCC Toronto requests within five business days whenever possible, and within 24 hours for urgent IRCC deadlines, procedural fairness letters, medical/security concerns or safety issues;
- avoid case-specific advocacy, media, social media posts, petitions, political outreach or contact with foreign officials unless MCC Toronto approves in writing because unauthorized action can harm safety or processing;
- identify at least two community-of-settlement contacts who can provide local support and meet residency expectations, unless MCC Toronto approves an alternative structure.

4.4 Post-arrival duties. Starting at arrival and continuing for the sponsorship period, the Settlement Team will provide or arrange financial and settlement support sufficient to meet basic needs and facilitate independent living. Support must be practical, respectful and documented. At a minimum, the Settlement Team will help with:

Area	Examples of Support	Timing / Record
Arrival and basic needs	Airport / arrival reception, temporary accommodation if needed, safe housing, food, clothing, household items, winter items, phone/internet access where reasonable.	Arrival to month 1; keep receipts and settlement notes.
Identity and government services	SIN, IFHP, OHIP or provincial health registration, Canada Child Benefit if applicable, provincial benefits where eligible, orientation to rights and obligations.	First 3 weeks to month 3; record dates and confirmations.
Health and wellbeing	Help locating family doctor, walk-in clinic, mental health support, SOGIESC-affirming services, pharmacy, dental/vision options if available.	Ongoing; do not require disclosure beyond what is needed.



Area	Examples of Support	Timing / Record
Financial set-up	Bank account, budgeting, rent payment plan, monthly allowance process, receipts, explanation of support rates and self-sufficiency rules.	Month 1 and ongoing monthly.
Language, education and employment	Language assessment/classes, school registration, employment services, resume support, credential pathways, job-search coaching without pressure.	Months 1-12; update settlement plan.
Community and safety	Orientation to transit, groceries, community organizations, LGBTQ+/SOGIESC supports, legal clinics, emergency services, tenant rights, safety planning.	Ongoing; voluntary and confidential.
Independence planning	Gradual transition plan, self-sufficiency check-ins, housing stability review, end-of-sponsorship plan, referrals to long-term supports.	Months 9-12, or earlier if self-sufficient.

4.5 Documentation and monitoring. The Settlement Team will maintain accurate records of funds raised, funds deposited, funds disbursed, in-kind support, rent, receipts, meeting notes, monthly check-ins, referrals, issues and resolutions. Records must be provided to MCC Toronto or IRCC monitoring staff upon request, subject to privacy limits.

4.6 No substitution without approval. A signatory may not resign, transfer duties, change the Team Lead, change the community of settlement, or materially alter funding commitments without written notice to MCC Toronto and a written transition plan approved by MCC Toronto.

5. MCC Toronto / SAH Commitments

5.1 MCC Toronto will, within its legal authority and available resources:

- review the case for apparent eligibility, completeness, risk, team capacity, financial capacity and fit with MCC Toronto's program priorities;
- provide orientation, training, settlement handbook materials, guidance and monitoring expectations to the Settlement Team;
- advise the Settlement Team of required funding milestones, current financial guidance and documentation needed for submission or pre-arrival verification;
- submit the application only if MCC Toronto determines that the applicable legal, policy, program, capacity and funding conditions are satisfied;
- communicate significant IRCC updates, requests, procedural fairness letters and decisions to authorized contacts as privacy consents permit;
- hold and disburse settlement funds in accordance with MCC Toronto policies, CRA charity requirements, donor restrictions where valid, the settlement plan and the Sponsored Person's needs;
- support fundraising administration and issue tax receipts to eligible donors where allowed by law and MCC Toronto policy;
- monitor settlement support and request updates, receipts, surveys or corrective action where required;
- mediate or escalate concerns involving the Settlement Team and Sponsored Person where support, safety, privacy, conflict, default or breakdown may arise.

5.2 No control over IRCC or third parties. MCC Toronto and any SAH representative can coordinate, submit, monitor and make appropriate inquiries, but they do not control IRCC, ROC-O, visa offices, biometric services, medical/security/background checks, foreign governments, exit permits, UNHCR processes,



IOM/travel providers, airport or airline operations, processing inventories, government caps/allocations, country conditions, or court timelines.

5.3 No guarantee. MCC Toronto does not guarantee that an application will be submitted, accepted as complete, approved, processed within any estimate, scheduled for interview, issued visas, allowed to exit a country, travel by a particular date, arrive in Canada, become self-sufficient, or avoid post-arrival challenges.

5.4 Spiritual/community connection is optional. MCC Toronto may offer access to its spiritual or community life, but participation must be voluntary and refusal must not affect support.

6. Rainbow RAP / Co-sponsor Terms Where Applicable

6.1 Applicability. This section applies only if the case is approved as a Rainbow Refugee Assistance Partnership case and Rainbow Refugee Society or another organization is formally designated as a Co-sponsor or program partner.

6.2 Shared support model. The parties will confirm in writing the division of financial and settlement support, including any Government of Canada income support or start-up assistance and the months for which the Settlement Team is responsible. Unless the applicable program terms state otherwise, the Settlement Team remains responsible for ensuring support is available for the full sponsorship period and for settlement support throughout the first year after arrival.

6.3 No assumption of eligibility. Reference to Rainbow RAP in this MOU does not guarantee that the case will qualify, be accepted, receive assistance, or be processed faster.

7. Financial Support, Donations and Fund Management

7.1 Financial standard. Financial support must meet or exceed current IRCC/RAP-equivalent guidance for the family size and community of settlement, adjusted for actual shelter costs, special needs, allowable in-kind support, any Rainbow RAP contribution, and MCC Toronto policy. A fixed historical amount must not be reused without verifying current rates and the facts of the case.

7.2 Schedule B controls and administrative fee. The required amount, deposit deadlines, MCC Toronto administrative fee of \$525.00, in-kind amounts if accepted, contingency reserve, monthly disbursement schedule, and plan for unused funds must be completed in Schedule B before signature or before submission, whichever is earlier.

7.3 Deposit milestones. Unless MCC Toronto approves a different written schedule, the Settlement Team must provide proof of required funds before application work, again before submission, and again before visa issuance or travel readiness, including any proof required by IRCC pre-arrival verification.

7.4 Restricted charitable funds. Donations receipted by MCC Toronto are charitable gifts. Donors may express a sponsorship preference, but MCC Toronto must retain ultimate direction and control over the use of receipted funds and must follow CRA charity rules, MCC Toronto policies and donor restrictions that are legally valid.

7.5 No benefit to donor or non-arm's-length person. The Settlement Team must disclose any family, romantic, financial, employment, business or other not-at-arm's-length relationship between donors, team members and the Sponsored Person. Funds may not be used to create an improper private benefit.

7.6 No refugee repayment or prepayment. No sponsor, donor, team member, MCC Toronto representative, Co-sponsor, volunteer or related person may ask the Sponsored Person or their family to prepay, repay, reimburse, guarantee, donate, transfer assets, provide gifts, or contribute to sponsorship costs before or after arrival. A Sponsored Person who has personal funds retains the right to manage those funds.



7.7 Disbursement. Support will generally be disbursed monthly and in a manner that lets the Sponsored Person meet basic needs without having to request essentials each time. Lump sums, direct rent payments, emergency payments or in-kind support may be used only when consistent with the settlement plan, the Sponsored Person's dignity and MCC Toronto policy.

7.8 Self-sufficiency. If the Sponsored Person becomes self-sufficient during the sponsorship period, financial support may be reduced or paused in accordance with IRCC rules and MCC Toronto policy, but settlement support continues. If self-sufficiency ends during the sponsorship period, financial support must resume promptly.

7.9 Unused funds after refusal, withdrawal, breakdown, case closure or end of sponsorship. Unused funds will be handled by MCC Toronto in accordance with charity law, tax receipting rules, donor restrictions, MCC Toronto policy, IRCC instructions and Schedule B. No donor, team member or Sponsored Person should be promised a refund or redirection that MCC Toronto cannot legally provide.

8. Timeline, Milestones and No-Control Clause

8.1 Timeline as planning tool only. The timeline in Schedule A is a planning tool. It is not a promise, representation, warranty or deadline binding on MCC Toronto, the SAH, the Settlement Team, the Co-sponsor, IRCC or any third party, except for tasks expressly assigned to a party and within that party's control.

8.2 What the parties control. The parties can control whether they act promptly, provide truthful and complete information, maintain funds, respond to requests, prepare settlement supports, document decisions, and escalate urgent issues. A party may be responsible for delay or loss caused by its own breach, misrepresentation, failure to disclose, failure to fund, failure to respond, unauthorized advocacy, privacy breach or misconduct.

8.3 What the parties do not control. The parties do not control and are not liable for IRCC processing time, application inventory, case triage, caps or allocations, completeness checks, interviews, medical results, biometrics, background/security screening, admissibility findings, visa office access, local conflict or security restrictions, inability to reach the Sponsored Person, foreign government documents, exit permits, travel booking, airline schedules, border decisions, court schedules, changes in law or policy, force majeure, or third-party failures.

8.4 Updates and inquiries. MCC Toronto will provide updates when meaningful information is available and may make reasonable status inquiries when appropriate. Repeated calls, emails or demands for updates do not create faster processing and may not change IRCC timelines.

8.5 Extension beyond 12 months. The normal sponsorship support period is 12 months from arrival, but an officer may require a longer undertaking before travel where permitted by law. If that occurs, MCC Toronto and the Settlement Team must reassess the budget, settlement capacity and signing commitments before accepting the extended obligation.

9. Refusal, Procedural Fairness, Reconsideration and Reapplication

9.1 Immediate forwarding of IRCC letters. Any procedural fairness letter, interview notice, medical or security request, refusal letter, withdrawal notice, abandonment notice, or other material IRCC communication must be forwarded to MCC Toronto within 24 hours of receipt.

9.2 Procedural fairness response protocol. If a procedural fairness letter is received, MCC Toronto, the Settlement Team, the Sponsored Person and any authorized representative will hold an urgent review as



soon as possible. No response should be sent without confirming accuracy, evidence, authority to act, deadline, translation needs, and whether legal counsel is required.

9.3 Refusal is possible. A refusal does not automatically mean that MCC Toronto, the SAH, the Settlement Team, the Co-sponsor or the Sponsored Person acted improperly. Applications may be refused for eligibility, admissibility, credibility, documentation, identity, family composition, interview, medical, security, criminality, misrepresentation, sponsorship or other legal reasons.

9.4 No ordinary IRCC appeal. The parties acknowledge that there is generally no formal IRCC appeal process for a refused refugee sponsorship application. Potential next steps may include a request to correct a legal or administrative error, a request for reconsideration where appropriate, or judicial review in the Federal Court of Canada. These are time-sensitive and should be reviewed by qualified counsel.

9.5 Refusal meeting and decision record. Within five business days after a refusal is received, or sooner if a legal deadline requires, MCC Toronto and the Team Lead will schedule a refusal review meeting to record:

- the refusal date and the date the decision was received;
- the reasons for refusal and any missing documents or disputed findings;
- whether the Sponsored Person authorizes sharing and legal review;
- whether urgent legal advice is required because judicial review deadlines may apply;
- who is responsible for gathering the Global Case Management System notes or other records, if needed;
- whether a reconsideration request, judicial review, reapplication or case closure will be pursued;
- how existing funds will be held, redirected or otherwise handled under Schedule B and MCC Toronto policy.

9.6 Authority and costs. No party may file a reconsideration request, judicial review, consent order, new application, media statement, complaint or political advocacy in the Sponsored Person's name without written authority from the Sponsored Person and approval from MCC Toronto where the action affects the sponsorship. Legal costs are not paid from settlement support funds unless MCC Toronto approves in writing and the payment is lawful under charity, donor and program rules.

9.7 Effect of final refusal. If a refusal becomes final and no timely legal remedy or reapplication is pursued, this MOU ends for that case except for confidentiality, privacy, recordkeeping, financial accounting, non-retaliation, non-repayment, donor compliance, dispute resolution and liability clauses that are intended to survive.

9.8 Reapplication. Reapplication is not automatic. It may be considered only if MCC Toronto determines that a new application is legally and practically viable, material refusal issues can be addressed, current eligibility and admissibility requirements can be met, funding and team capacity are refreshed, new forms and evidence are complete, and any Rainbow RAP or allocation requirements are satisfied. MCC Toronto is not required to resubmit a refused case.

10. Withdrawal, Sponsorship Breakdown and Default

10.1 Withdrawal before visa issuance. A request to withdraw before visa issuance must be made in writing with reasons. The parties will first consider whether another approved sponsor, team or settlement arrangement can assume responsibility, and whether withdrawal would breach IRCC rules, the SAH Agreement, charity obligations or the Sponsored Person's rights. MCC Toronto will determine what notice to IRCC is required.

10.2 No unilateral abandonment. No Settlement Team member may abandon assigned obligations, stop support, withhold funds, or disengage without notice and a transition plan approved by MCC Toronto, except where immediate personal safety requires temporary withdrawal from contact. Urgent safety withdrawals must still be reported promptly.



10.3 Sponsorship breakdown. After arrival, if the sponsor-newcomer relationship cannot continue, the Sponsored Person moves away, support is not provided, or there is a serious conflict, MCC Toronto will assess whether the situation is a possible sponsorship breakdown and will communicate with IRCC or the Resettlement Services Assurance Team as required. The parties must make reasonable efforts to maintain support or arrange alternatives unless IRCC declares otherwise.

10.4 Notice and cure for internal breaches. Where a Settlement Team member appears to be in breach, MCC Toronto may issue a written notice identifying the breach and required corrective action. For urgent basic needs, correction may be required immediately. For non-urgent breaches, the default cure period will usually be five to ten business days unless law, IRCC, safety or the Sponsored Person's needs require a shorter period.

10.5 MCC Toronto protective action. If the Settlement Team fails to meet obligations, MCC Toronto may take reasonable protective action, including using available funds to meet basic needs, assigning tasks to another approved volunteer, contacting IRCC, seeking replacement sponsors, limiting a member's contact with the Sponsored Person, suspending fundraising privileges, requiring extra records or training, or pursuing reimbursement or indemnity where legally available.

10.6 IRCC default consequences. A declared default may affect a signatory's ability to participate in future sponsorship undertakings until the default is resolved in accordance with IRCC rules. Internal agreement between the parties cannot erase an IRCC-declared default.

11. Secondary Migration, Self-Destination and Change of Community

11.1 Freedom of movement. The Sponsored Person has freedom of movement in Canada. Sponsors must not use financial pressure, threats, housing control, immigration fear, social isolation or religious/community pressure to prevent movement.

11.2 Notification. If the Sponsored Person intends to move or self-destines to a different community, the Settlement Team must notify MCC Toronto immediately. MCC Toronto will assess community-of-settlement requirements, support options, funding recalculation, monitoring needs and whether local representatives or a transfer/alternative sponsor can be arranged.

11.3 Continuing support pending decision. Unless and until IRCC or the applicable authority confirms a breakdown, transfer, replacement sponsor or other arrangement, the signing sponsors should expect to continue reasonable support, adjusted to the new community and circumstances, to the extent required by IRCC rules.

11.4 No fault for movement alone. The Sponsored Person's voluntary movement alone is not misconduct. A Settlement Team should not be treated as in default merely because it made reasonable efforts to support or transfer the case but could not control the Sponsored Person's choice of destination.

12. Sponsored Person Autonomy and Cooperation

12.1 Autonomy. The Sponsored Person has the right to make decisions about their life, identity, education, work, relationships, faith, community, finances and movement. Support must be provided in a way that promotes independence and informed choice.

12.2 Cooperation needed for sponsorship. The Sponsored Person is expected to provide truthful and complete information, disclose all required family members, attend interviews and medical/biometric appointments, keep contact information current, advise of material changes, preserve documents, and



respond to reasonable sponsorship requests. Failure to do so may affect eligibility, processing, settlement planning or available legal options.

12.3 Boundaries. Settlement Team members must maintain appropriate boundaries. Housing, rides, interpretation, money handling, employment help or emotional support must not be used to seek personal favors, romance, labour, gifts, donations, religious participation, political advocacy, public exposure or control over the Sponsored Person.

12.4 Safety and referral. If the Sponsored Person reports violence, exploitation, self-neglect, serious mental health risk, medical emergency, homelessness, trafficking, coercion, domestic abuse, hate violence or other safety concerns, the Settlement Team must prioritize safety, emergency services where appropriate, and referral to qualified professionals, and must notify MCC Toronto as privacy and safety permit.

13. Privacy, Confidentiality, Media and Records

13.1 Confidential information. Information about the Sponsored Person, application, SOGIESC identity, refugee claim, family, trauma, health, immigration status, finances, safety or location is confidential. It may be shared only with people who need it for sponsorship, settlement, legal, safety, financial, monitoring or reporting purposes and only as allowed by consent, law and MCC Toronto policy.

13.2 Secure records. The Settlement Team will store documents securely, avoid unnecessary copies, use secure email or file sharing where available, and delete or return records at the end of the case if required by MCC Toronto policy. Sensitive information must not be stored in shared personal devices or public group chats without appropriate safeguards.

13.3 Media and public communications. No party may post photos, names, location, case details, fundraising narratives, refugee history, refusal reasons, SOGIESC details or personal information publicly without written informed consent from the Sponsored Person and written approval from MCC Toronto. Consent can be withdrawn for future use.

13.4 Breach notice. A privacy or confidentiality breach must be reported to MCC Toronto immediately, including what was disclosed, to whom, when, likely risk, and steps taken to contain it.

14. Liability, Indemnity and Risk Allocation

14.1 Statutory liability is not waived. Nothing in this MOU removes, reduces or overrides the legal liability that applies to a person or organization that signs a Sponsorship Undertaking, including joint and several or solidary liability required by the IRPR and the terms of the undertaking.

14.2 Internal allocation. As between the parties, each signatory is responsible for obligations assigned to them in this MOU, the settlement plan, the budget, the undertaking and written MCC Toronto instructions. A signatory who causes loss, default, added cost, delay, refusal, privacy breach, safety risk or legal exposure through breach, misrepresentation, non-disclosure, unauthorized advocacy, mishandling of funds, misconduct, negligence or failure to perform must reimburse and indemnify the affected parties to the fullest extent permitted by law.

14.3 No liability for matters outside control. MCC Toronto, the SAH representative, the Settlement Team, individual team members, volunteers and Co-sponsors are not liable to one another for delays, refusal, inability to travel, visa office decisions, medical/security/admissibility results, exit permits, country conditions, IRCC processing times, court timing, third-party actions, or the Sponsored Person's independent decisions, except to the extent the loss was caused by that party's own breach, misrepresentation, bad faith, unlawful act or gross negligence.



14.4 MCC Toronto protective limitation. MCC Toronto is not liable to the Settlement Team, donors or volunteers for declining, pausing, withdrawing or not submitting a case when MCC Toronto acts in good faith to comply with law, IRCC requirements, the SAH Agreement, charity obligations, safety, privacy, program capacity, case merits, or MCC Toronto policy.

14.5 Settlement Team protective limitation. A Settlement Team member is not personally responsible for a task they were not assigned and did not undertake, unless they signed the Sponsorship Undertaking or otherwise caused the issue through breach, misrepresentation, bad faith, unlawful act or negligence. This clause does not limit statutory undertaking liability.

14.6 Volunteers and non-signatory helpers. A person who helps informally but does not sign this MOU or an IRCC undertaking is not intended to become liable as a sponsor. MCC Toronto may still require such helpers to follow privacy, code-of-conduct and safeguarding rules.

14.7 No waiver of refugee rights. Nothing in this liability section permits retaliation, unlawful withholding of basic support, discrimination, forced movement, forced participation, or coercion of the Sponsored Person.

15. Conflict Resolution and Escalation

15.1 Early resolution. The parties will try to address conflict early, respectfully and in writing where appropriate. Concerns should be raised first with the Team Lead and MCC Toronto program contact unless safety, privacy or conflict of interest requires another route.

15.2 Escalation steps. Unless urgent, disputes will follow these steps:

6. informal discussion and written summary of the issue;
7. meeting with Team Lead, affected team member(s), MCC Toronto and, where appropriate, the Sponsored Person or advocate of their choice;
8. written corrective action plan, timeline and responsible person;
9. MCC Toronto program leadership review;
10. IRCC / RSAT notification or legal advice if support, default, breakdown, safety, privacy, fraud or sponsor liability may be affected.

15.3 Urgent matters. Issues involving basic needs, homelessness, violence, exploitation, serious health risk, self-harm risk, abuse, fraud, misrepresentation, procedural fairness deadlines, refusal deadlines, privacy breaches or loss of contact must be escalated immediately.

16. Term, Amendments, Governing Law and Survival

16.1 Term. This MOU starts on the effective date signed by MCC Toronto and the Settlement Team and continues until the case is closed, refused with no further action, withdrawn, transferred, declared in breakdown/default and resolved, or the sponsorship period and required accounting/monitoring are complete, whichever is later.

16.2 Amendments. Any amendment must be in writing and approved by MCC Toronto and the affected signatories. Changes to funding, signatories, community of settlement, undertaking duration, Co-sponsor roles, refusal strategy, withdrawal or default handling must not be informal.

16.3 Governing law. This MOU is governed by the applicable laws of Canada, including IRPA and IRPR, and by the laws of Ontario for internal contractual matters, without limiting any federal immigration or charity obligations.

16.4 Survival. Clauses on confidentiality, privacy, records, financial accounting, non-repayment, donor compliance, liability, indemnity, dispute resolution, refusal records and governing law survive termination as far as legally permitted.



Schedule A - Timeline and Control Matrix

Use this matrix as a planning and risk-control tool. Dates should be filled in only when they are actually known. Estimated dates should be labelled "estimate" and reviewed monthly.

Phase	Key deliverables	Primary responsibility	Target / trigger	Not controlled by SAH/CG
Team formation	Team Lead, Co-Lead, signatories, training dates, checks, role list, conflict disclosures.	Settlement Team / MCC Toronto	Before active casework	Availability of volunteers; background-check processing time.
Funding readiness	Budget, deposit schedule, receipts, in-kind plan, contingency, proof of financial capacity.	Settlement Team / MCC Toronto finance	Before submission; update before visa/travel	Current RAP rates, shelter market, donor timing, IRCC verification requests.
Application preparation	Forms, identity/family documents, narrative/supporting evidence, translations, consent, eligibility review.	Sponsored Person / Settlement Team / MCC Toronto	As soon as complete and safe	Document access, translation, family contact, country conditions, accuracy of third-party records.
MCC readiness decision	Merits check, capacity check, allocation check, approval to submit or pause/decline.	MCC Toronto	After complete package and funds	SAH caps/allocation, policy changes, missing or inconsistent evidence.
IRCC submission/completeness	Submitted package, IRCC intake, completeness check, file number/AOR if issued.	MCC Toronto / IRCC	After MCC approval to submit	IRCC inventory, completeness decisions, system outages.
Overseas processing	Interview if required, medicals, biometrics, background/security, admissibility, document requests.	IRCC / visa office / Sponsored Person	Variable by case and office	Visa office resources, security access, interviews, medical/security results, ability to reach Sponsored Person.
Decision or refusal	Approval, refusal, procedural fairness response, reconsideration/JR decision if pursued.	IRCC / Sponsored Person / counsel	On IRCC or court schedule	Decision outcome, court deadlines, legal merits.
Pre-arrival/travel	Visas/COPRs if approved, exit permits, travel booking, arrival notice, housing readiness.	IRCC / IOM/travel / Sponsored Person / Team	Usually after approval; variable	Exit permits, country restrictions, flights, airline issues, final admissibility checks.
Arrival to month 1	Reception, housing, essentials, SIN/IFHP/OHIP, bank account, orientation.	Settlement Team / MCC Toronto monitoring	Arrival day to first month	Housing market, service appointments, newcomer preferences.



Phase	Key deliverables	Primary responsibility	Target / trigger	Not controlled by SAH/CG
Months 2-12	Monthly support, referrals, language/employment, health, independence plan, monitoring records.	Settlement Team / Sponsored Person / MCC Toronto	Monthly	Employment market, health needs, personal choices, secondary migration.

Schedule B - Financial Plan and Deposit Schedule

Complete this schedule before signature. Amounts must be updated to current IRCC/RAP-equivalent guidance, Rainbow RAP terms if applicable, actual shelter costs, family size, special needs and MCC Toronto policy. Do not rely on historical amounts without verification.

Item	Amount / value	Due date / trigger	Notes / proof
Current RAP-equivalent basic needs estimate	\$(insert)	[date]	Attach current rate calculation and family size.
Shelter / rent estimate	\$(insert)	[date]	Use local market and realistic lease plan.
Start-up costs / household set-up	\$(insert)	[date]	Include furniture, linens, kitchen, winter clothing, phone, transit if applicable.
Rainbow RAP / government portion if applicable	\$(insert)	[date]	Confirm in writing; do not assume.
Settlement Team cash contribution required	\$(insert)	[before submission / before arrival]	Funds deposited or verified as MCC requires.
Approved in-kind support	\$(insert)	[date]	List items, condition, fair value and who provides them.
Contingency reserve	\$(insert)	[date]	Recommended for rent increases, gaps, emergency needs.
MCC Toronto administrative fee	\$525.00	Before application work begins, unless MCC Toronto confirms another written timing	Retained by MCC Toronto to cover administrative costs in accordance with MCC Toronto policy, charity rules, donor restrictions and applicable program requirements.
Monthly disbursement plan	\$(insert per month)	Monthly	Paid to Sponsored Person or direct pay as approved.
Unused funds policy	[insert MCC policy]	At closure	No refund/redirection promises unless lawful and approved.

Budget approval signatures: MCC Toronto finance/program: _____ Date: _____ Team Lead: _____
 _____ Date: _____



Schedule C - Post-Arrival Monitoring Checklist

Timeframe	Required check-in topics	Evidence / record	Issue escalated?
Pre-arrival	Housing plan, arrival team, emergency plan, first-month funds, confidentiality/safety plan.	Settlement plan, contacts, housing confirmation.	Yes / No
Arrival week	Reception, safe accommodation, food, clothing, phone, transit, orientation, immediate medical needs.	Arrival notes, receipts, referrals.	Yes / No
First 3 weeks	SIN, IFHP/OHIP, bank account, settlement agency, income support, budget review.	Registration confirmations.	Yes / No
Months 1-3	Housing stability, monthly support, health care, language assessment/classes, community supports.	Monthly support record.	Yes / No
Months 4-6	Employment/education plan, wellbeing, social supports, budget, any secondary migration risk.	Meeting notes/referrals.	Yes / No
Months 7-9	Self-sufficiency progress, housing renewal, unresolved barriers, legal/health referrals.	Updated transition plan.	Yes / No
Months 10-12	End-of-sponsorship plan, benefits transition, long-term supports, remaining funds accounting.	Close-out checklist.	Yes / No
If extended	Renewed budget and support plan for period required by IRCC.	Written amendment.	Yes / No

Schedule D - Refusal / Procedural Fairness Response Protocol

Event	Immediate action	Decision point	Owner
Procedural fairness letter	Forward to MCC Toronto within 24 hours; preserve envelope/email; confirm deadline.	Is legal counsel/authorized rep needed? Are translations/evidence needed?	Recipient / Team Lead / MCC Toronto
Interview or document concern	Do not guess or coach. Gather accurate documents, timelines and explanations.	Can concern be answered truthfully and safely before deadline?	Sponsored Person / MCC Toronto / authorized rep
Refusal received	Forward decision immediately; record date received; stop public advocacy.	Reconsideration, legal-error request, judicial review, reapplication, or closure?	MCC Toronto / Team Lead / Sponsored Person



Event	Immediate action	Decision point	Owner
Legal review	Consult qualified counsel quickly if judicial review deadline may apply.	Who has written authority to act and who pays approved costs?	Sponsored Person / counsel / MCC Toronto
Case closure	Confirm finality; account for funds; document lessons learned; preserve records.	Any lawful redirection of unused funds? Any new MOU for reapplication?	MCC Toronto / finance / Team Lead

Schedule E - Source Basis and Revision Record

Status of this schedule

This schedule records the official sources and document-improvement basis considered when preparing this final MOU. It does not create extra operational duties beyond the MOU clauses above unless a clause expressly says so. It remains part of the final signing package unless MCC Toronto removes it before execution.

E.1 Key improvements made from the prior MOU

Improvement	Why it matters
Current legal hierarchy	Added an order of precedence so IRPA/IRPR, the Sponsorship Undertaking, the SAH Agreement, IRCC instructions, MCC Toronto policies and Rainbow RAP terms clearly override any inconsistent MOU wording.
No-control timeline protection	Added a detailed timeline and no-control clause stating that SAH/CG parties do not control IRCC processing, visa offices, exit permits, biometrics, medical/security checks, travel, country conditions or other third-party delays.
Refusal protocol	Added procedures for procedural fairness letters, refusal review meetings, legal-error/reconsideration options, judicial review urgency, authority to act, costs, reapplication and final case closure.
Liability section expanded	Replaced a one-sentence liability clause with statutory-liability acknowledgment, internal responsibility allocation, indemnity for breach/misrepresentation/misconduct, non-liability for matters outside control, and protections for non-signatory helpers.
Funding modernization	Replaced reliance on a fixed historical amount with a current-rate budget schedule, RAP/RRAP verification, actual shelter costs, contingency, deposit triggers, charity control, and unused-funds handling.
Default and breakdown	Added notice-and-cure steps, protective action, IRCC default consequences, sponsorship breakdown handling and secondary migration/self-destination procedures.
Privacy and safeguarding	Added confidentiality, SOGIESC privacy, consent for media/publicity, secure records, breach reporting, appropriate boundaries and safety escalation.
Sponsored-person autonomy	Strengthened voluntary participation, no repayment/no prepayment, no forced religious/community involvement, autonomy, cooperation and non-retaliation language.



Improvement	Why it matters
Records and monitoring	Added monthly checklists and evidence expectations so the team can prove support was provided and respond to monitoring.

E.2 Official sources reviewed

Immigration and Refugee Protection Regulations, SOR/2002-227, sections 153-155: Sponsor eligibility, settlement plan/undertaking, joint and several or solidary liability, defaults, and undertaking duration. [\[official source\]](#)

Immigration and Refugee Protection Act, section 91: Restriction on paid immigration representation/advice unless authorized. [\[official source\]](#)

IRCC Guide 5413 - Guide for Sponsorship Agreement Holders to privately sponsor refugees: SAH responsibilities, CG/community requirements, funds, settlement plans and pre-arrival verification. [\[official source\]](#)

IRCC Sponsorship Agreement 2023: SAH/CG/co-sponsor obligations, joint liability, processing limitations, withdrawal, breakdown and default. [\[official source\]](#)

IRCC Post-arrival Requirements for sponsors: Monitoring, financial and settlement support duties, timelines, secondary migration, breakdown and liability boundaries. [\[official source\]](#)

IRCC Help Centre - Privately sponsored refugee processing and arrival timing: Processing times vary by origin and complexity; post-approval steps may include visas, exit permits and travel. [\[official source\]](#)

IRCC Help Centre - Refused refugee applications: No formal appeal process; possible legal-error review and judicial review in Federal Court. [\[official source\]](#)

Federal Court of Canada - Immigration judicial review information: Urgency of deadlines for leave and judicial review in immigration matters. [\[official source\]](#)

IRCC SOGIESC/Rainbow Refugee Assistance Partnership background: Rainbow RAP support model and SOGIESC-focused refugee sponsorship context. [\[official source\]](#)



Schedule F - Signatures and Execution

This signature section is formatted as a clean signing package. Each person should read the complete MOU and all schedules before signing. Extra blank sponsor blocks may be deleted before circulation.

Signing effect

By signing below, each signatory confirms that they have read this MOU, had the opportunity to ask questions and obtain independent legal or immigration advice, and agrees to perform the obligations assigned to them. Signature does not guarantee IRCC approval, processing time, travel, entry, housing, employment, self-sufficiency, or any third-party decision. Nothing in this MOU waives rights or obligations created by law.

F.1 Final checklist before signature

Done	Final check before signature	Initials
☐	Correct legal names, roles, emails and telephone numbers are inserted for all signatories.	_____
☐	The community of settlement, case identifier, family size and sponsorship period are confirmed.	_____
☐	Current financial amounts, deposit schedule, in-kind support and contingency reserve are updated in Schedule B.	_____
☐	MCC Toronto has confirmed any Rainbow RAP / RRAP or co-sponsor requirements that apply.	_____
☐	All required training, criminal record / vulnerable sector checks, privacy acknowledgements and conflict disclosures are complete or scheduled.	_____
☐	All signatories understand that SAH / CG / sponsors do not control IRCC, visa office, security, medical, exit permit, travel, court or third-party timelines.	_____
☐	All signatories understand what happens after a return, procedural fairness letter, refusal, withdrawal, default, breakdown or secondary migration.	_____
☐	The no-repayment, no-coercion, privacy, media, safeguarding, records and liability clauses have been reviewed.	_____
☐	MCC Toronto, Rainbow Refugee Society if applicable, and any required legal/program approvals have been obtained for signature.	_____

F.2 Counterparts and electronic signatures

This MOU may be signed in counterparts and delivered by electronic copy, unless MCC Toronto, the applicable program partner or legal counsel requires original wet-ink signatures. All signed counterparts together form one agreement.



MCC Toronto / SAH and Co-sponsor Signatures

MCC Toronto / SAH Representative			
Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	
Acknowledgement: I agree to the obligations and limits stated in this MOU. I understand that IRCC, court and third-party timelines and decisions are not controlled by MCC Toronto, the SAH, the Settlement Team or any Co-sponsor.			

Co-sponsor / Rainbow Refugee Society Representative, if applicable			
Name		Role/Title	[insert role/title or write N/A]
Email		Phone	
Signature		Date	
Acknowledgement: I agree to the obligations and limits stated in this MOU. I understand that IRCC, court and third-party timelines and decisions are not controlled by MCC Toronto, the SAH, the Settlement Team or any Co-sponsor.			



Settlement Team / Constituent Group Sponsor Signatures

Each Settlement Team / Constituent Group sponsor who is expected to share responsibility should sign below. Unused signature blocks may be removed before circulation for signature.

Team Lead / Primary Settlement Team Sponsor			
Name		Role/Title	Team Lead
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

Co-Lead / Alternate Team Lead			
Name		Role/Title	Co-Lead / Alternate
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.



Settlement Team Sponsor / Member 3

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

Settlement Team Sponsor / Member 4

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.



Settlement Team Sponsor / Member 5

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

Settlement Team Sponsor / Member 6

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

**Settlement Team Sponsor / Member 7**

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

Settlement Team Sponsor / Member 8

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.



Settlement Team Sponsor / Member 9

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.

Settlement Team Sponsor / Member 10

Name		Role/Title	[insert role/title]
Email		Phone	
Signature		Date	

Acknowledgement: I agree to the obligations assigned to me and the Settlement Team. I understand that MCC Toronto/SAH, CG members and Co-sponsors do not control IRCC, visa office, medical/security, exit permit, travel, court or other third-party timelines or decisions. I will not ask the sponsored person to repay sponsorship costs or participate in any activity as a condition of support.



Optional Acknowledgements

Use these only if MCC Toronto or legal/program reviewers decide they are appropriate. These acknowledgements should not be used to make the sponsored person responsible for sponsorship costs or sponsor obligations.

Optional Sponsored Person / Newcomer Acknowledgement

Name		Role/Title	Sponsored Person / Newcomer
Email		Phone	
Signature		Date	

Acknowledgement only: I have received an explanation of the sponsorship support process, voluntary participation, confidentiality, no-repayment rules and who to contact with concerns. This signature does not make me liable as a sponsor, guarantor or donor.

Optional Witness / Interpreter / Translator, if used

Name		Role/Title	[witness / interpreter / translator]
Email		Phone	
Signature		Date	

Acknowledgement: I confirm that I witnessed the signature or assisted with interpretation/translation only. I am not accepting sponsor liability unless I separately sign as a sponsor or undertaking party.

Signature readiness note

This final signing version should be signed only after all blanks, schedules, roles, financial amounts and required approvals are complete. It does not remove statutory obligations or override IRCC forms, the SAH Agreement, MCC Toronto policy or applicable law.