

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**The Government of Canada** as represented by the Minister of Citizenship and Immigration Canada, herein referred to as "Canada".

### AND

**Project Tibet Society**, an organization incorporated under the laws of Canada, located c/o Jones Emery Hargreaves Swan, 1212 Douglas Street, Victoria, BC, V8W 2E6, herein referred to as the "PTS".

### 1. PREAMBLE

1.1 Whereas the *Immigration and Refugee Protection Act* (IRPA) stipulates:

25.2 (1) The Minister may, in examining the circumstances concerning a foreign national who is inadmissible or who does not meet the requirements of this Act, grant that person permanent resident status or an exemption from any applicable criteria or obligations of this Act if the Minister is of the opinion that it is justified by public policy considerations.

1.2 Whereas the Minister established on March 17, 2011, the Temporary Public Policy Concerning Tibetans Living in the State of Arunachal Pradesh in India under section 25.2 of the IRPA (refer to Annex A).

1.3 Whereas Canada is committed to maintaining its humanitarian tradition through the development of special immigration measures and sharing the responsibility with India for assisting displaced Tibetans living in the state of Arunachal Pradesh, India.

### 2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to put in place a mechanism for Canada and the PTS, in the spirit of co-operation and mutual interest in assisting displaced Tibetans, to work together in identifying and referring Tibetans in the state of Arunachal Pradesh, India, to immigrate to Canada.

### 3. CANADA AND THE PTS UNDERSTANDS THAT:

3.1 The PTS will develop and maintain a working knowledge of Canada's public policy in Annex A.

3.2 The PTS will identify, using Canada's specific criteria outlined in Annex A, and locate displaced Tibetans who have resided in Arunachal Pradesh prior to, and have continued to reside in Arunachal Pradesh since, December 18, 2010, for the purpose of referring those persons for permanent residence to Canada.

3.3 The PTS will refer a maximum of 1,000 displaced Tibetans who have resided in Arunachal Pradesh prior to, and have continued to reside in Arunachal Pradesh since, December 18, 2010, for permanent residence to Canada, including principal applicants and their eligible family members, whether they accompany the principal applicant or not to Canada, over a 5-year period to the Canadian High Commission in New Delhi. To the extent possible, the PTS will distribute the presentation of those cases evenly throughout the five year period, unless otherwise agreed by Canada.

3.4 The PTS will be responsible for the following:

- Identifying applicants for processing;
- Liaising with applicants and a coordinating organization in India, if applicable;
- Acting as an intermediary between private sponsors and CIC;
- Liaising with sponsors in Canada to facilitate preparation of the sponsorship undertakings;

- Receiving completed applications (the sponsorship forms from the sponsoring groups in Canada and the application for permanent residence of the applicants in India);
- Matching individual applicants with specific sponsors in Canada; and
- Forwarding completed applications to the local CIC office.

**3.5** Canada recommends that the PTS and sponsors undergo sponsorship training from the Refugee Sponsorship Training Program, the service provider employed by Canada that provides training and support to sponsors in Canada within the context of the Private Sponsorship of Refugees Program.

#### **4. GENERAL PROVISIONS**

**4.1** Canada will consider referrals from the PTS and make a determination on whether the person meets Canada's criteria as set out in Annex A.

**4.2** Both parties recognize the importance for the PTS to ensure the following:

- Identification and referral of Tibetans under the public policy are carried out in a procedurally fair manner;
- The Tibetans in India Working Group, which include representatives of Citizenship and Immigration Canada and the PTS, does not include official representatives of the Central Tibetan Administration;
- Program integrity is promoted through development of transparent criteria for the identification and referral processes of candidates selected for consideration under this public policy;
- Applicants are identified with a view to minimizing any negative impacts to the displaced Tibetan population in the state of Arunachal Pradesh, India;
- Safeguards are in place to ensure ethical conduct of PTS members, and to prevent fraud, corruption and unlawful conduct;
- Periodic updates to CIC are provided on membership of the PTS, established processes pertaining to identification of applicants and implementation of the program; and
- No activities are undertaken that are inconsistent with the aims of this MOU.

#### **5. PROTECTION OF PERSONAL INFORMATION**

**5.1** The Parties recognize that personal information will be managed in accordance with any applicable legislation, including *the Privacy Act* and provincial privacy legislation.

**5.2** PTS undertakes to maintain, respect and protect fully the confidentiality of the information received under this MOU and not to release it to anyone other than the individual to whom it relates, unless such release is clearly authorized herein or specifically required by law.

**5.3** In order to prevent the unauthorized disclosure, copying, use, or modification of information provided to a party under this memorandum of understanding, the receiving party is to restrict access to such information on a need to know basis, and use recognized security mechanisms such as passwords, encryption or other reasonable safeguards.

#### **6. AMENDMENTS TO THE MOU**

The MOU may be amended by the mutual consent of both Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.

#### **7. SUSPENSION OR CANCELLATION OF THE MOU**

This MOU may be terminated by either Party through an exchange of letters, with a 30 calendar day written notice of the intention to cancel the MOU, between the representatives identified at clause 9. If either Party intends to cancel the MOU due to a contravention of the terms of the MOU, the Party that wishes to cancel will give written notice of its intention to the other Party and provide that Party with the opportunity to

respond to the notice.

**8. DURATION OF THE MOU**

The MOU will remain in effect from May 11, 2011 to May 11, 2016, or sooner should the objectives of the public policy be reached before this end date. The public policy is intended to end five years after its implementation or once 1,000 individuals are resettled in Canada, whichever comes first.

**9. REPRESENTATIVES**

The following designated officials for the Parties have overall administrative responsibility for this MOU and its Annexes:

**For Canada**

Director General  
Operational Management and Coordination Branch

**For PTS**

Director  
Project Tibet Society

**10. FINANCIAL ARRANGEMENTS**

No payment will be made under this MOU. Each Party is responsible for its own costs associated with activities under this MOU. Furthermore, the PTS will not charge fees to applicants, potential or successful, for work related to any of the provisions of this MOU.

**11. ADMINISTRATIVE ARRANGEMENT**


This MOU is an administrative arrangement which reflects the understandings of the Parties; it is not intended to be legally binding.

**12. DISPUTE RESOLUTION**


Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Tibetans in India Working Group for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

IN WITNESS WHEREOF, this MOU was signed in duplicate, each copy being equally authentic.

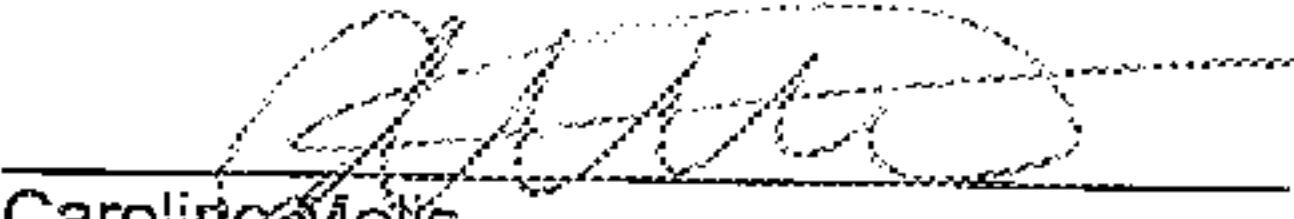
**FOR THE GOVERNMENT OF CANADA**

  
Renald Gilbert  
Director General  
International Region

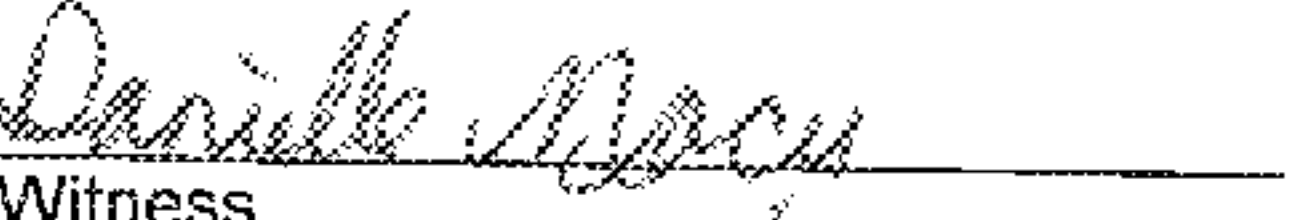
30 Mai 2011  
Date

  
Witness  
(Title) *Director, Geo-Op-Asia & Americas*

30/5/11  
Date

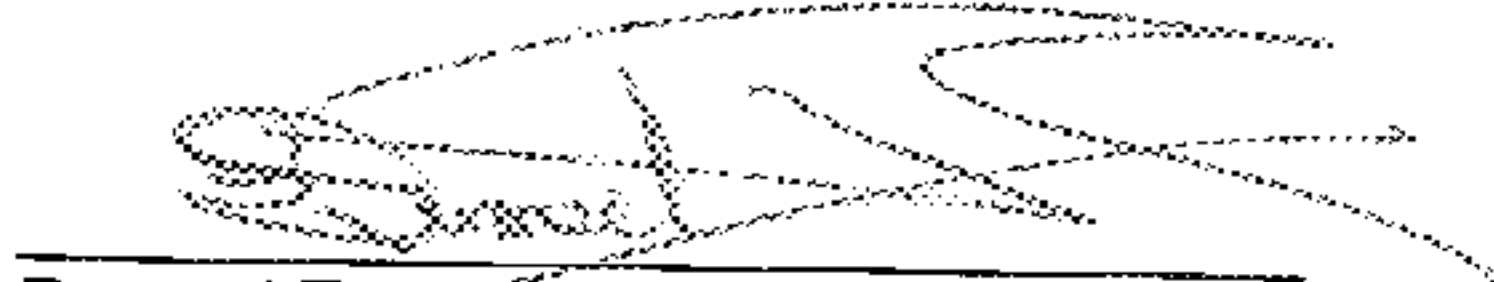
  
Caroline Melis  
Director General  
Operational Management and Coordination

30/5/11  
Date

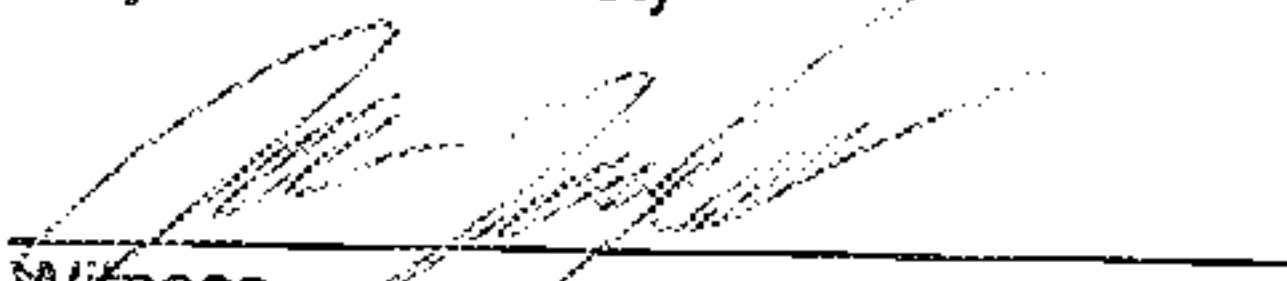
  
Witness  
(Title)

30/05/11  
Date

**FOR the Project Tibet Society**

  
Dermod Travis  
Director  
Project Tibet Society

09/06/11  
Date

  
Witness  
(Title) *Jean Langlois*

06/06/2011  
Date

**Annex A- Temporary Public Policy Concerning Tibetans Living in the State of Arunachal Pradesh in India**

The Minister hereby establishes the following temporary public policy under section 25.2 of the *Immigration and Refugee Protection Act (IRPA)*.

As of March 17, 2011, applications for permanent residence made under the IRPA by persons who are displaced Tibetans living in the state of Arunachal Pradesh in India who have been matched with an approved sponsor in Canada shall be assessed along with their family members by delegated officers to determine whether permanent residence status in Canada could be granted to them on the basis of the criteria that are set out below. Up to 1,000 displaced Tibetans, including principal applicants and their eligible family members, may be accepted under this public policy. Principal applicants and their eligible family members, whether they accompany the principal applicant or not, will be counted towards this total.

Officers are to consider permanent residence in Canada for persons who are displaced Tibetans living in the state of Arunachal Pradesh in India who:

- demonstrated their identity as a displaced Tibetan;
- have resided in Arunachal Pradesh prior to, and have continued to reside in Arunachal Pradesh since, December 18, 2010;
- are matched with an approved sponsor in Canada through the *Project Tibet Society*, the umbrella organization that will support implementation of this public policy;
- are not inadmissible on grounds of security, criminality, war crimes and crimes against humanity, organized crime, health and misrepresentation; and
- demonstrated their ability to successfully establish in Canada.

For the purposes of this public policy, approved sponsors in Canada are either:

- a group of five individuals who have signed an agreement of undertaking to provide for income and settlement support that is equal to provincial social assistance rates minus any in-kind donations for one year; or
- a settlement organization who has signed an agreement of undertaking to provide immediate settlement support for a period of time that will be established by the Department, as well as income support that is equal to provincial social assistance rates minus any in-kind donations for one year.

Green Books issued to Tibetans outside of Tibet can be accepted as proof of identity for the purposes of this public policy. Applicants without a Green Book must establish their identity as a displaced Tibetan to the satisfaction of the Immigration Officer through alternate means.

Applicants wishing to settle in Québec will be subject to the Province of Québec's selection criteria further to subsection 25.2 (3) of IRPA, and cannot be granted permanent residence unless Québec determines that they meet the applicable requirements of the province.

When circumstances warrant, households will be resettled together under this public policy. Accompanying family members (spouses, common-law partners, dependent children and dependent children of a dependent child) of the principal applicant will be processed concurrently. In addition, this could include efforts to concurrently process applications for permanent residence for individuals who do not meet the definition of family member of a principal applicant (*de facto* family members), as long as they meet the selection criteria of the public policy in their own right.

The public policy is intended to end five years after its implementation or once 1,000 individuals are resettled in Canada, whichever comes first. Where there is evidence of significant reliance on social assistance resulting from sponsors' default during the period of support, the public policy may be brought to an end earlier than that time.