

MEMORANDUM OF UNDERSTANDING

Between:

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".

and:

The Department of Home, Central Tibetan Administration, Gangchen Kyishong, Dharamsala, HP, India, herein referred to as the "CTA."

Preamble

1.1 Whereas His Holiness the Dalai Lama on October 29th, 2007 made a request to Canadian Prime Minister Stephen Harper to resettle some displaced Tibetans from Arunachal Pradesh, India.

Whereas the Minister of Citizenship and Immigration of Canada 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).

Purpose

2.1 The purpose of this Memorandum of Understanding (MOU) is to put in place a mechanism for the Project Tibet Society (PTS) and the Central Tibetan Administration (CTA), 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; and to invest the CTA with responsibility of the identification process and associated logistics to relocate 1,000 Tibetans residing in the state of Arunachal Pradesh over the five years of the project mandate.

Nothing in this MOU or arising from it can be inconsistent with or violate the MOU between the Government of Canada and the Project Tibet Society.

The CTA recognizes and understands that:

3.1 PTS is the agreement holder with the Government of Canada

3.2 CTA will develop and maintain a working knowledge of Canada's public policy (Annex A).

3.3 The CTA will identify (using Canada's specific criteria outlined in Annex A) displaced Tibetans living in the state of Arunachal Pradesh in India prior to December 18, 2010, for the purpose of referring those persons to Project Tibet Society for consideration by the government of Canada as applicants for permanent residence to Canada.

3.4 Any additional criteria developed in achieving this objective by the CTA must be mutually agreed upon between CTA and PTS and be consistent with the Government of Canada's public policy (21 March 2011).

3.5 Once the criteria is finalized it will remain in effect for the duration of the project, except in the event where the Government of Canada requests a modification or cancels the project.

3.6 The CTA will refer to PTS displaced Tibetans living in the state of Arunachal Pradesh in India prior to December 18, 2010, and registered with the local settlement office, for permanent residence to Canada, including principal applicants and their eligible family members, whether they accompany the principal

applicant or not to Canada a maximum of 1,000, over a 5-year period.

To the extent possible, the CTA will distribute the presentation of those cases to PTS evenly throughout the five year period, unless otherwise agreed to or requested by PTS.

3.7 The CTA will be responsible for the following:

- a. Identifying applicants for processing;
- b. Liaising with and supporting applicants and the Canadian High Commission in India, if applicable and as requested by either the PTS or the High Commission;
- c. Assisting in the preparation of and receiving of completed applications for permanent residence of the applicants in India, the logistics of the medical examinations and interviews with officials from Government of Canada and following the selection by the Government of Canada (which remains their prerogative under both MOUs) of the applicants assisting with logistics related to the departure from India of the successful applicants;
- d. Establishing a working group to administer the project's implementation, including one representative from PTS, one representative from CTA and one representative from each settlement. This working group will also be invested with the responsibility of establishing a process with the Tibetan Supreme Justice Commission to adjudicate any appeals filed by affected Tibetans regarding any aspect of the implementation of this MOU.

Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to this Working Group for resolution. If these officials are not able to resolve the disagreement, it may be referred to the departmental working group identified in the MOU between the Government of Canada and PTS for advice or resolution.

3.8 Communication with the settlement residents regarding this project shall be the responsibility of the CTA recognizing the need for material to be consistent with the relevant policies of the Government of Canada. PTS, in its capacity as the agreement holder with the Government of Canada, shall be consulted in regards to all public information to be sent to settlement residents. It is also understood that the Government of Canada will be distributing an Information Bulletin or Bulletins to all settlement residents and that PTS will be maintaining on the Canada Tibet Committee's website a section devoted to this project with all applicable information.

3.9 At the culmination of the project and in the event PTS retains a budgetary surplus, PTS will reimburse CTA for out-of-pocket expenses to the best of its ability based upon available financial resources.

General Provisions

4.1 Canada will consider referrals from PTS and Canada will 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 CTA to ensure the following:

- a. Identification and referral of Tibetans under the public policy are carried out in a procedurally fair and transparent manner; including that a proportionate number of visas will be divided between the three settlements of Tezu (including Tuting), Miao and Tenzingang (including Bomdila). Displaced Tibetans residing outside of these three settlements may be considered eligible only if they are currently registered in the log books of one of the settlements as a resident.

b. Program integrity is promoted through development of transparent criteria for the identification and referral processes of candidates selected for consideration under this public policy;

c. Applicants are identified with a view to minimizing any negative impacts to the displaced Tibetan population in the state of Arunachal Pradesh, India;

d. Safeguards are in place to ensure ethical conduct of CTA members and staff, and to prevent fraud, corruption and unlawful conduct;

e. CTA will provide periodic updates to PTS on established processes pertaining to the identification of applicants and implementation of the program (as required by the MOU between the Government of Canada and the PTS), while PTS will update CTA about the progress of the project in its capacity as the signatory to MOU with the Government of Canada; and

4.3 It is understood that visits to the settlements by officials of Government of Canada or PTS, which may be required during this program, will be coordinated through the Department of Home and that visiting officials will be accompanied by a representative of the CTA whenever possible.

Protection of Personal Information

5.1 CTA 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 or PTS, unless such release is clearly authorized herein or specifically required by law.

5.2 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.

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.

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.

Duration of the MOU

The MOU will remain in effect from the day of signing 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.

Representatives

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

its Annexes:

For PTS: Director

For CTA: Executive Secretary

Financial Arrangements

(Consistent with the MOU between the Government of Canada and PTS) no payment will be made under this MOU. Each Party is responsible for its own costs. Furthermore, the CTA will not charge fees to applicants, potential or successful, for work related to any of the provisions of this MOU.

Administrative Arrangement

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


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

FOR the Project Tibet Society



Nima Dorjee
Director


Dec 3 2011
Date



Witness
(Title)


Dec 3rd 2011
Date

FOR the Department of Home, Central Tibetan Administration



Nandup Dorjee
Executive Secretary

Dec 12¹⁵ 2011
Date



WITNESS
(Title) DZONDUP DORJEE
Addl. Secretary

Dec 12, 2011
Date