

Manitoba Settlement Supports Services

Call for Applications and 2026-27 Application Submission Guidelines

Manitoba Labour and Immigration
Immigration Division
Integration Programs Branch
October 2025

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FORWARD

Department Mandate

The Department of Labour and Immigration ensures that Manitoba workers receive a fair wage and are treated with dignity and respect so that every Manitoban can feel proud of putting in a hard day's work. The Department is also responsible for ensuring that new Canadians who come to Manitoba have the support they need to find meaningful work in the careers they trained for and build a good life here in Manitoba.

Minister: Honourable Malaya Marcelino

Purpose of this Call for Applications

Issued by: Labour and Immigration

Initial Issue Date: **Wednesday, November 12, 2025**

Application Submission Deadline: **Monday, December 8, 2025, 6:00 p.m. CST**

The purpose of this Call for Applications (CFA) is to establish and maintain a broad spectrum of services aimed at facilitating the seamless settlement and integration of newcomers into Manitoba.

The Department encourages and welcomes diverse proposals that align with the objectives & outcomes outlined in this CFA. Our goal is to fund initiatives that holistically address the multi-faceted needs of Manitoba-Eligible Clients, ensuring that newcomers receive comprehensive support, gain vital skills, and actively engage within their local communities, contributing significantly to Manitoba's growth and prosperity.

MANITOBA SETTLEMENT SUPPORT SERVICES

Objective

Manitoba Settlement Support Services (MSSS) provides project funding to enhance settlement and integration services and programs that facilitate the successful social and economic integration of newcomers in Manitoba.

The MSSS aims to build a network of support and a community of care to better assist newcomers' integration into the Manitoba community. Additionally, it will empower newcomers to find jobs that align with their skills and aid the development of professional networks. Selected projects will align with the mandate of the department and enable newcomers to participate fully in the community and contribute to a growing economy in Manitoba.

The MSSS fills gaps in newcomer services in Manitoba by funding settlement and integration projects that enhance the existing service network, ensuring efforts are complementary and avoid duplication.

Eligible Clients

The following persons are eligible to receive MSSS funded services:

- Temporary Residents holding valid Work Permits or Study Permits
- Canadian Citizens who identify as newcomers, including naturalized citizens, Canadian-born citizens raised outside of Canada, and foreign-born children of a Canadian citizen
- Refugee Claimants
 - Only claimants with a valid work permit are eligible for employment-related services
 - Among Refugee Claimants, Claimants with a valid work permit will be prioritized under MSSS services categories other than employment related services.
- Spouse/Common-law partner and Dependent Children of the above

These persons must be residing in Manitoba to be considered eligible clients, also referred to as Manitoba-Eligible Clients (or MB-Eligible Clients).

Visitors to Canada are not eligible for services funded by MSSS. This includes visitors with a Temporary Resident Permit, visitor visa (single or multiple entry), electronic travel authorization (eTA), or from a visa-exempt country.

Generally, “IRCC-Eligible Clients” are NOT considered “MB-Eligible Clients” and are NOT eligible for participation in MSSS funded services.

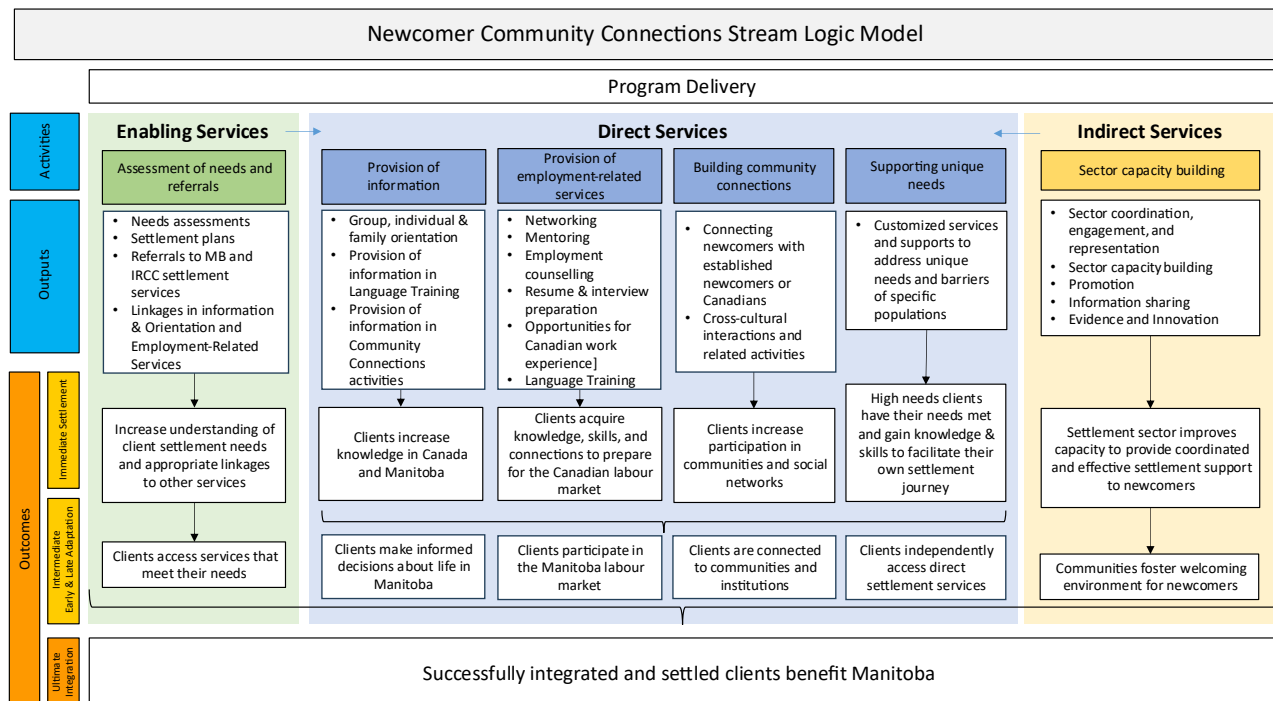
NOTE: Manitoba Labour and Immigration will define specific project scopes and targeted clients in each contribution agreement with the intention to optimize the benefit of approved funding and avoid any duplication of services. The department may consider projects that serve a mix of Permanent Residents and MB-Eligible clients, provided that MB-Eligible Clients constitute the majority of those served. However, these projects must show evidence that the services will complement the existing settlement and integration service network and do not duplicate services funded by Immigration, Refugees and Citizenship Canada (IRCC) or departments of the Manitoba government.

Funding Principles

The funding principles listed below provide the foundation for the funding program and project content:

- **Complementary to existing services:** Proposed activities should not duplicate services currently available and accessible. Where possible or relevant, activities should benefit from, or complement, the existing service network; in particular, activities that build from, complement, or expand existing IRCC-funded services to MB-Eligible Clients are preferred.
- **Needs-informed planning:** Applications should be based on demonstrable needs and demands. Evidence should be provided to confirm the needs and gaps being addressed in proposed activities.
- **Client-centered:** Programming should be responsive to the unique needs of clients. A client-centered approach demonstrates a strong connection between the assessed needs and goals of the client and the programming/supports provided.
- **Building on proven strengths:** In cases where successful programming is in place that aligns with the stated priorities, there may be opportunities to enhance/augment the existing service or make it accessible to a larger or broader audience. Existing strengths and successes need to be demonstrated by past/current outcomes.
- **Innovation to address current or emerging population/client needs:** Innovation is the process of implementing new ideas, strategies, systems, products or program designs that result in added value or improved quality of service. An innovative process will include research, development and piloting of new approaches. It should also include consideration for how to share or disseminate information, methods or lessons learned from the practices.
- **Partnership and collaboration:** Every effort should be made to capitalize on existing programming and expertise from partner programs or organizations. There should also be consideration for opportunities to increase the capacity of other organizations or invite new organizations into a continuum of service in which they have not been formally involved.

Logic Model



Expected Outcomes

Projects funded through the MSSS are guided by the above logic model and expected to contribute to one or more of the following outcomes. The outcomes are broad and designed to guide Applicants in their preparation of applications.

Direct Services

Immediate Outcomes:

- Increase understanding of client settlement needs and appropriate linkages to their services.
- Clients increase knowledge of Canada and Manitoba
- Clients acquire knowledge, skills, and connections to prepare for the Canadian labour market.
- Clients increase participation in communities and social networks.
- High needs clients have their needs met and gain knowledge & skills to facilitate their own settlement journey.

Intermediate Outcomes:

- Clients access services that meet their needs.

- Clients make informed decisions about life in Manitoba.
- Clients participate in the Manitoba labour market.
- Clients are connected to communities and institutions.
- Clients independently access direct settlement services.

Ultimate Outcome: Successfully integrated and settled clients benefit Manitoba.

Indirect Services

Immediate Outcomes:

- Provincially and federally funded service providers collaborate to provide a continuum of services to newcomers.
- Provincially funded service providers are supported in knowledge and capacity building.
- Support to the settlement sector to develop tools and expertise that increase and improve sector capacity and service quality in a Manitoba context.

Intermediate Outcomes:

- Improve effectiveness of settlement support to newcomers.
- Enhance sector's knowledge and understanding of needs of Manitoba Eligible Clients.
- Foster a welcoming environment for newcomers in communities.

Ultimate Outcome: A strong and coordinated provincial settlement network that provides meaningful and timely support to newcomers in their settlement and integration in Manitoba.

Outcome Indicators

Funding recipients will develop outcome indicators to measure how funded projects are achieving the expected outcomes of the funding program in the Contribution Agreement. In the CFA application, applicants are expected to articulate specific project outcomes and describe how success in each of their stated outcomes will be measured and reported.

Outcome indicators shall reflect the change or benefit resulting from project activities; an outcome statement should describe a change that can be measured/demonstrated based on evidence/data. Below are examples of some outcome indicators that have been used by the Program in the past

- # and % of clients reporting they have gained knowledge of, and access to, available services, opportunities, and resources that are relevant to settlement and integration needs in the community they reside
- # and % of clients reporting their have improved opportunities and ability to connect to and participate in the economic, social and professional networks in ways supportive of their short and long-term integration plans
- # and % of clients reporting reduced barriers to access public services, employment services and community resources
- # and % of clients reporting feeling increased sense of belonging
- # and % of clients reporting improved confidence to attain employment that relate to their skills and experience and align with Manitoba labour market needs

Service Categories

Service providers must provide services free of charge to MB-Eligible Clients and without discriminatory practices based on race, nationality or ethnic origin, religion, colour, age, sex, marital status or disability. This CFA seeks services that fall under one or more of the below categories:

- Assessment and Referral Services
 - Assess and identify clients' settlement and integration needs and assets
 - Develop a settlement plan for clients
 - Facilitate access and referrals to appropriate settlement and integration supports and services
- Provision of Information
 - Orient clients and their families to the full range of community resources, organizations and facilities available
 - Increase understanding of provincial institutions such as law, health and social services
- Provision of Employment-related Services
 - Prepare MB-Eligible Clients for working in Manitoba, support their access to Manitoba's labour market, and increase their chances to meet their employment goals
 - Employment-related Language Training
 - Projects that provide language assessment of MB-Eligible Clients for placement into appropriate language training programs
 - Projects that build on proven effective models to provide formal, short term, and targeted language training for MB-Eligible Clients,

to increase their chances of achieving employment goals and/or credential recognition.

- Building Community Connections
 - Help clients build social and/or professional networks
 - Increase clients' knowledge and experience of local recreation, arts and culture activities
 - Promote a sense of security, stability during client's integration process in a new community
 - Build wellness and resilience using culturally appropriate approaches
- Supporting Unique Needs
 - Customized services and supports that address unique needs and barriers of specific populations, including but not limited to:
 - Youth
 - Women
 - 2SLGBTQIA+
 - Multi-barriered and highly vulnerable populations
- Indirect Services
 - Build the organizational capacity of Manitoban settlement and integration service providers, specialized support groups/services, and other interested stakeholders to enhance settlement and integration service network in Manitoba.

Additional areas of interest

- Build on and expand IRCC funded settlement services to meet the needs of MB-Eligible Clients
- Promote settlement and integration of newcomers in regions of Manitoba outside Winnipeg and their retention in those communities
- Services promoting the settlement and integration of Francophone newcomers and their retention in Manitoba
- Projects taking an inclusive approach to creating connections between newcomers and indigenous communities.
- Applicants that are Indigenous organizations.

APPLICATION PROCESS

Schedule of Events

The following Schedule of Events is subject to change. Best efforts will be made to meet these dates.

- Initial Issue Date: **Wednesday, November 12, 2025**
- Submission Deadline: **Monday, December 8, 2025, 6:00 pm CST**
- Anticipated Project Start Date: **April 1, 2026**

Note: Applications received after the Submission Deadline will not be considered for assessment.

Project Duration

Funding for successful projects from this CFA process will be administered through a Contribution Agreement (“Agreement”). Funding is to be used towards project activities as defined by the Agreement between **April 1, 2026** and **March 31, 2027**. Manitoba may extend the Contribution Agreement (CA) beyond the initial 12 months, subject to availability of funding. Any expenditure incurred prior to the signing of the contribution agreement by Manitoba prior to the approved project start date, or any costs related to the preparation of an application, will not be reimbursed.

Eligible Applicants

Eligible Applicants for funding in this CFA must be not-for-profit organizations, including non-governmental organizations, non-profit corporations, umbrella organizations, post-secondary institutions, and regulatory bodies of regulated occupations and trades.

Applicants must:

- have a minimum of two (2) years experience providing direct or indirect services to newcomers in Manitoba;
- have the experience, infrastructure, and ability to undertake the administrative, reporting, and financial management of the project;
- deliver programs/services in a manner that is respectful and appreciative of [diversity, equity, inclusion](#), and [Indigenous reconciliation](#);

- propose a project(s) to deliver services that is (are) not a duplication of existing services that are currently available and accessible to MB-Eligible Clients

Preparing the Application

Application Checklist

A complete application for funding will require the following items to be fulfilled, signed by the appropriate authorities, and submitted. An application missing any of the following items will be considered incomplete and will not be evaluated.

1. Online MSSS CFA 2026 Application Form

2. Mandatory Forms

- FORM A – Applicant Declaration
- FORM B – Proposed Project Budget
- FORM C – Relationship to Manitoba

3. Mandatory Supporting Documents

- Full financial statements for the last two fiscal years prepared by certified accountant or accounting firm, preferably audited
- Most recent Annual Report
- Names of persons on the Board of Directors
- Names of any former public servants associated with this application, if applicable
- At least one of the following: Constitution, By-laws, Letter of Incorporation, or similar instrument of governance for the organization
- Proof of funding, i.e. letter of support or alternative documents for each funding partner who will contribute funds toward the proposed project
- Organizational Chart
- Signed Partnership Statement (if applicable) from each partner organization indicating its role in the project.

4. Optional

- Proof of funding. i.e. letters of support or alternative documents for each funding partner who are contributing funds to other projects of the organization

Submitting an Application

Applications will be submitted online at the [CFA webpage](#). Applicants will submit ONE application for each project. The online application form will guide you through steps to answer a series of questions and upload documents.

Updating a Submitted Application

To update an Application that has been submitted, you must resubmit an online Application to replace what you have already submitted. Resubmission will be accepted only if they are received **by the Submission Deadline**. Any resubmission received after the Submission Deadline will not be accepted.

After Submission of an Application

Submission Confirmation

Applicants will receive a system-generated confirmation email that indicates the online submission was successful. Applicants should contact the program office by email if a confirmation email does not arrive within 24 hours of the submission.

Withdrawing a Submitted Application

Applicants may withdraw a submitted Application at any time throughout the CFA process prior to the execution of the Agreement. To withdraw an Application, a written notice to withdraw must be sent to CFA_NCIS@gov.mb.ca with the subject line **Withdrawing Submitted Application**.

Notification to Candidates

Where Labour and Immigration must amend the content of the Application Guidelines and/or Forms, amendments will also be posted via an addendum on [the CFA webpage](#).

Manitoba will notify all Applicants of the outcome of the CFA process after all Agreements are signed. If Manitoba decides not to enter into an Agreement with any Applicant, they will be provided written notice of the decision.

Negotiation of the Contribution Agreement

Manitoba will invite selected Candidates to enter into negotiations to finalize Agreements.

Negotiations may include requests by Manitoba for supplementary information from the Applicant to verify, clarify or supplement the information provided in its Application or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba for improved cost or performance terms from the Applicant.

Manitoba requires selected Applicants to disclose during the Agreement negotiation period (and during the life cycle of an Agreement) all confirmed or potential sources of funding or in-kind contribution for program activities and/or eligible costs.

Manitoba intends to conclude negotiations within a period of thirty (30) days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, Manitoba may discontinue negotiations with the Applicant.

If Manitoba and an Applicant successfully negotiate the Agreement, Manitoba will prepare the final Agreement for signing by both parties.

There will be no legally binding relationship created with any Applicant prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Applicant and Manitoba.

Contacting Labour and Immigration

Questions must be sent via email and must include the subject line provided below; failure to do so will prevent Labour and Immigration from providing timely response to your question. Please do not re-submit questions.

Before submitting a question, please refer to the Guidelines and the Questions and Answers (Q&A) section of the website.

All email must be sent to: [CFA NCIA@gov.mb.ca](mailto:CFA_NCIA@gov.mb.ca) and use one of the following subject lines:

- To submit a QUESTION(S) regarding the CFA
Subject: CFA – QUESTION

- To alert Labour and Immigration of a FUNCTIONALITY ISSUE regarding the online Forms
Subject: **CFA – ALERT**

APPLICATION ASSESSMENT

Eligible Costs

Applicants must follow the guidelines below to fill out Form B with their Proposed Project Budget.

Consideration will only be given to applicants with a proposed budget that does not exceed **\$450,000.00**.

Funding is granted to cover costs directed related to project delivery and some overhead costs that are reasonably needed and expected in establishing and delivering the proposed projects. Costs that are reimbursed by other funders or governments will not be considered eligible costs.

Eligible costs are generally divided into following categories:

- **Salaries and wages** – Staff **positions** (not individuals) directly related to managing and/or delivering project activities.
 - If a position is funded by more than one funder, indicate the percentage allocated to the proposed project and who other funders are.
- **Benefits & MERCs** – Mandatory Employment-Related Costs, i.e. - CPP, EI and vacation pay) and Employee Benefits Plan costs that are reasonable for the position hired.
 - While vacation pay and paid leave are eligible expenses, unpaid leaves of absence (ex: maternity leave, parental leave, compassionate care leave, etc. are not.
- **Direct Program Delivery Costs** – Costs incurred specifically for delivering project activities and can be clearly tracked back to invoices/receipts for the exact dollar amount.
 - Applicants must provide a description of the item and how it is essential to the service delivery.
 - If any item under this category is not directly and entirely related to the project delivery, it must be categorized under the "Overhead Costs". A cost item cannot appear under more than one cost category.

Some examples include:

- Delivery Assistance Tools and Materials

- Program Delivery-related Travel
 - Program publicity, marketing, and promotion
 - Training and Professional Development for project employees
 - Copyright fees for program materials
 - Support Services
 - Translation/interpretation
 - Client transportation
 - Other costs directly related to program delivery
- **Overhead Costs** – Costs that are not tied directly and entirely to a specific program or service but are necessary for the organization's overall operation and infrastructure. Generally, overhead costs should be proportionate to the extent that the organization's overhead resources are used by the MSSS funded project, and must not exceed 15% of the total MSSS funding allocated to the funded project.
 - Each overhead cost item must be accompanied by clear rationales on how the cost amount is estimated. The estimation method can be by square footage, by full-time equivalent (FTE) ratio, by client ratio, or other methods that reasonably reflect how overhead resources are used to support the MSSS funded project activities.
 - If any item under this category is directly and entirely related to the project delivery, it must be categorized under the "Direct Program Delivery Costs". A cost item cannot appear under both direct program delivery costs and overhead costs categories.)

Some examples include:

- Lease/Rent – building
- Lease/Rent – computer/photocopier/other equipment
- Repairs & Maintenance – building
- Repairs & Maintenance – computer/photocopier/other equipment
- Utilities – Gas, Hydro, Water
- Insurance – General Liability, Board Liability, Injury, Disability, etc.
- Workers Compensation Board premium
- Professional Fees – Bookkeeping, Auditing, Consulting, Legal, etc.
 - includes honoraria for guest speakers
- Bank Fees and Charges
- Telephone and Internet Expenses – including Cellular Phones & Website Fees
- Postage and courier
- Commercial printing
- Office Supplies Ink, Paper, etc.

- Computer Software Subscriptions (including website server and host fees)
- Database Subscriptions and Related Fees
- Shredding and Data Storage
- **Capital Costs** – Items that are essential to service delivery, cost more than \$500 for a single item, and that will still be available at the end of the project or end of the agreement.

Some examples include:

- computers and devices
- information technology (IT) equipment
- office equipment
- tools

Please note that the following are considered ineligible:

- Co-funding for the acquisition of capital assets
- Cost for the acquisition of vehicles and machinery.
- Costs related to the depreciation/amortization of capital assets.

If capital assets are purchased, the service provider must keep a Capital Asset List that tracks the purchase date, value, make, model and serial number of each capital asset purchased. The List must be submitted along with receipts/invoices to the government for record.

The Agreement outlines that capital cost items purchased by service providers belong to the Manitoba government and that they will become property of the government at the termination of the project.

GST (Goods and Services Tax)

Usually when service providers purchase supplies, equipment, or services for a project, they must pay GST. These costs are reimbursed to service providers in one of two ways:

Input Tax Credits with Canada Revenue Agency - If the service provider is a for-profit organization and a GST registrant, it receives Input Tax Credits (ITA) on taxable purchases from CRA. In these cases, Manitoba does not reimburse the service provider on the GST associated with any project cost.

Reimbursement by Manitoba - If the service provider is a not-for-profit organization, Manitoba reimburses the project's actual GST on project costs minus any GST credit/rebate that the organization is entitled to receive from CRA. The overall proposed budget should include only the GST amount that is eligible for reimbursement within the cost category.

Other Funding Sources

Manitoba requires that Applicants **disclose all confirmed or potential sources of funding or in-kind contributions for the proposed project and any related activities.**

Applicants must also **disclose all confirmed or potential sources of funding or in-kind contributions by Provincial government departments, whether it is for the proposed project or not.**

The above disclosures are required in the funding application (using the included budget form), during the Agreement negotiation period, and during the life cycle of the Agreement. Manitoba will not reimburse any project costs that have received funding from other funding sources.

Key Application Assessment Criteria

You must complete the online Application and provide all required forms and supporting documents as required by the Guidelines. Ensure that you provide clear and concise answers under each section of the online Application. Follow the guide to form your answers. Failing to address each item or missing to provide required information in the correct format will negatively impact your Application in the evaluation process.

I. Project Needs

- Identify the newcomer integration need(s) and gaps to which you are responding
- Provide evidence to demonstrate that the need or gap exists
- Describe the target population to be served and the numbers of clients to be served
- Provide evidence to predict the demand for this service over the duration of the project

- Identify any similar projects/services in Manitoba and how your project differentiates from others and adds value
- Describe how the proposed activities complement, strengthen and/or integrate into the existing newcomer integration service network

II. Project Activities

- Provide a detailed description of your proposed project activities
- Provide anticipated outputs that can be supported by reliable data (see glossary)
- Provide a full rationale for the number of clients you plan to serve and the depth of service you plan to offer
- Explain how the activities address your identified issues and needs and the purpose/priorities articulated in the CFA
- If applicable, describe your approach to attract/recruit clients
- Describe any needs assessments that you will conduct with your target group/client and how this will inform the development of programming/services
- If your proposed activities involve broadening or enhancing an existing successful program, please provide evidence of the program's current strengths and successes
- Provide a detailed work plan that includes:
 - Start and end dates
 - Work break down and schedule
 - Timeline for outcomes
- Risk Management Plan - Please identify those risks that could negatively affect the operation of the project, deliverables and expected outcomes, and provide mitigation plans accordingly.

III. Ability to Deliver Proposed Project

- Describe your knowledge, experience and current capacity to support the proposed project
- Describe your expertise as it relates to the delivery of the proposed project to support newcomer integration, or your plan to bring in this expertise
- Describe the roles and required qualifications of positions included in the proposed project
- Describe your capacity to administer the activities including financial management, data collection, reporting and, if applicable, client file administration

- Explain how the proposed activities are supported by your organization's missions, goals, and strategic plans
- If your proposed activities involve a partner organization(s):
 - Describe the role of the partner(s) and how communication and workflow will be managed
 - Explain how the partnership will enhance the proposed activities
 - In your supporting documents, include a statement from each partner organization(s) in which they indicate their role
 - Identify one organization to receive the project funding and be accountable for the use of the approved funding

IV. Outcomes and Measures

- State which Expected Outcome(s) listed under this CFA will be addressed by the activities
- If your project's outcomes are more specific, clearly describe the specific outcomes and how they align with the Expected Outcomes
- Describe how the proposed activities will contribute to the clients' outcomes and the overall outcomes of the project
- Include a detailed plan to describe how data will be collected and used to monitor the performance and to measure the outcomes of the proposed project
- Explain the methodology and tools you will use to measure and report on the client outcomes, as well as the project outcomes

V. Project Budget

- Complete Form B with an estimated project budget
- Explain key assumptions the budget is based on
- Ensure that the proposed project budget includes only eligible costs as identified in this CFA Guidelines
- Costs must be quoted in Canadian dollars.
- Applicants are advised to present their best offer. Note: Actual funding amount will be determined during the contract negotiation and will not exceed the proposed budget amount in this application.
- Applicants must provide full disclosure of the organization's funding sources.

Note: If your application includes more than one project, you must submit a separate Application for each project.

Evaluation & Selection Process

Each complete Application received by the submission deadline will be screened for completeness and eligibility. Eligible applications will be evaluated by a Selection Committee according to the criteria below:

- Project Need
- Proposed Activities
- Ability to Deliver Proposed Project
- Outcomes and Measures
- Budget

Other considerations:

Funding decisions are based on the Application's total assessment score, service provider history with the Manitoba government (if applicable), service uniqueness in a given area to avoid duplication, geographic coverage and departmental priorities, and are subject to the availability of funds.

Manitoba plans to select multiple Applications to ensure needs are met as effectively as possible with regard to geographical range and a full continuum of services within the available funding allocated to the department. Manitoba reserves the right to select either part(s) of an Application or an Application in its entirety.

An Applicant's Status in Relation to Manitoba and record of past performance will be a factor in Manitoba's determination of the Applicant's qualifications to provide the Services. The Status in Relation to Manitoba and the record of past performance of the top ranked Applicant will be assessed.

Status in Relation to Manitoba (Form C)

If money is owed to Manitoba by an Applicant or proposed subcontractor, or if Manitoba, in its sole discretion, determines that a conflict of interest/perceived conflict of interest or a dispute/pending dispute is of such a nature that it would be inadvisable for Manitoba to enter into an agreement with the Applicant, Manitoba may disqualify an Applicant.

If an Applicant is disqualified based on its Status in Relation to Manitoba, Manitoba may proceed to assess the Status in Relation to Manitoba of the next-best-ranked Applicant. If the top ranked Applicant passes this review, past performance will be assessed.

Past Performance

Manitoba will contact references provided by the Applicants and may consult the staff of a department, branch or division of the Manitoba government, a Manitoba Crown corporation or agency, an academic institution, a health authority, or another entity providing education, health or social services funded by Manitoba, that have had dealings with the Applicant or the Applicant's subcontractors.

Manitoba may determine, in its sole and absolute discretion, that an Applicant's record of past performance is unsatisfactory based on any of the following factors:

- a) an Applicant or an entity the Applicant proposes to provide the Services is debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch or division of Manitoba,
 - (ii) a Manitoba Crown Corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- b) an Applicant's performance of a project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete, or late according to such reference;
- c) an Applicant or an entity the Applicant proposes to provide the Services is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a project or part of a project or failure to comply with a term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:
 - (i) a department, branch or division of Manitoba,
 - (ii) a Manitoba Crown corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba;
- d) an Applicant or an entity the Applicant proposes to provide the Services has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and Manitoba is of the opinion that its existence is likely to adversely affect working relationships on the project or under the Agreement.

If Manitoba determines that an Applicant's record of past performance is unsatisfactory, Manitoba may, in its absolute discretion, disqualify the Applicant and reject its Application.

If an Applicant is disqualified based on past performance, Manitoba may proceed to assess the past performance of the next-best-ranked Applicant.

APPENDICES

Appendix A: Glossary of Terms

Addendum	Information added to correct, modify, or support information in the original issue of this Request for Applications.
Application	Online application in response to this CFA made by an Applicant, which includes application forms and required supporting documents.
Asylum Seeker	A person who is seeking asylum with the intention of making a refugee claim and obtaining refugee status in Canada.
CFA	This Call for Applications in respect of the Services including all information in the 2026-27 Application Submission Guidelines and addenda that may be issued in respect of the CFA prior to the Submission Deadline.
Contribution Agreement / "Agreement"	A legally binding written agreement between the Manitoba government and successful Applicants to this CFA that defines the rights and obligations of each. Unlike government funding administered as grants, which are unconditional transfers of funds to recipients, funding administered through a contribution agreement is subject to performance conditions specified in the agreement.
Dependent	Spouse, common-law partner, or a dependent child under 18 years old of the eligible client.
Direct Services	Services delivered by organizations to eligible clients to help them meet their settlement needs.
Eligible client / MB-Eligible Clients	Individuals who meet the eligibility criteria in these guidelines to receive MSSS funded settlement services.
Francophone organization	An organization whose mandate, or part of it, includes serving the interest of the Francophone community in a given region and the organization serves more than 50% of its clients or target groups in French.
Guidelines	The 2026-27 Application Submission Guidelines (i.e. this document).
Indirect services	Services which complement direct settlement services by promoting capacity-building, coordination and standardization

	across the settlement service sector to optimize client outcomes.
Logic model	A program planning tool consisting of a diagram illustrating the causal or logical relationships between inputs, activities, outputs, and the immediate, intermediate, and ultimate outcomes of a given project, policy, or program.
Manitoba	The Manitoba government, as represented by the Minister of Labour and Immigration.
MSSS	Manitoba Settlement Support Services
Newcomers	People who have recently arrived in Canada and are in the process of integrating/settling. The term 'recently' is an intentionally ambiguous term, as the period of time that it takes a newcomer to settle/integrate into Canadian life varies according to their unique circumstances. Not all newcomers are eligible MSSS clients.
Outcome	The change or benefit resulting from project activities; an outcome statement should describe a desired change in the knowledge, skills, or attitudes of participants / beneficiaries based on completed project activities and output and that can be measured / demonstrated based on reliable evidence and data.
Output	The direct product or deliverable of an activity; e.g. number of clients served or trained, materials produced, number of events held, etc.
Permanent Resident (PR)	Foreign national who has legally immigrated to Canada, acquired permanent resident status and has not subsequently lost it or become a Canadian citizen yet.
Refugee Claimant	A person who has applied for refugee protection status while in Canada and is waiting for a decision on their claim from the Immigration and Refugee Board of Canada.
Regulated occupations	An occupation that is controlled by provincial or territorial and sometimes federal law. The provinces or territories may designate a professional or regulatory body to govern the occupation. The professional or regulatory body has the authority to set entry requirements and standards of practice that lead to a certification or licensure [for example, regulated professions (e.g., nursing) and skilled trades (e.g., plumbing)]
Reliable data	Information that is accurate, consistent, valid, timely, complete, and internally-sourced or publicly available from credible

	origins, ensuring its trustworthiness for decision-making and policy justification.
Service provider organization (SPO)	An agency or organization that is non-profit, receives settlement funding from the federal and/or provincial government(s), and specializes in providing services to newcomers.
Services	The work and tasks required by the Manitoba government to be performed, which may include the provision of the goods, materials and equipment required to perform the work and tasks, and any deliverables arising from the work and tasks performed.
Settlement plan	A plan which helps newcomer clients and their families adjust to their new lives in Canada. It gives them useful information and referrals to free services in their new community. The settlement service provider organization will assess clients needs and assets to create a personalized settlement plan suitable for their particular needs. This plan is the end-product of the assessment of needs and assets and indicates the name of the individual for whom it is directed. It displays the person or the name of the organization, the specified client may contact, should they have any questions or concerns. It also clearly details the time-based objectives (short-, medium-, and long-term) for the client in accordance with the needs expressed in their assessment. Specified objectives are tied to referrals and the specific settlement services identified that are intended to help the client achieve their settlement objectives. Referrals to other funded applicants may also be tied to the client's assets. Additionally, the settlement plan clearly indicates to the client when follow-up meetings with the settlement worker are to occur in order to check-in and adjust referrals, as applicable.
Submission Deadline	The date and time set out on the title page of this CFA or any amendment to that date and time made by the Manitoba government by way of addendum prior to that date and time.
Temporary Residents (TRs)	A foreign national who is legally in Canada for a temporary period. In the context of this CFA, the eligibility is limited to TRs who hold a valid study permit or work permit.

Umbrella organization	An organization that controls or organizes the activities of several other organizations, all of which have a similar purpose. In the context of the Settlement sector, umbrella organizations are not-for-profit organizations who are rooted in the Canadian settlement ecosystem, whose principal role is providing a centralized platform for collaboration, resource sharing, strengthening the overall effectiveness and impact of settlement services, and collective advocacy in the interests of their own institutional resilience and that of their newcomer clients.
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Appendix B: Manitoba Terms & Conditions and Policies

Terms & Conditions

1. Application Ownership and Confidentiality

Applications, once submitted, become the property of Manitoba. All Applications will be kept in confidence by Manitoba subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

2. Conflict of Interest

Manitoba may reject any Application if Manitoba, in its sole discretion, determines that an actual or potential conflict of interest exists.

3. Amendment of CFA

Manitoba may amend or clarify this CFA by one or more addenda issued before the Submission Deadline. Manitoba will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda that extends the Submission Deadline.

4. Cost of Applications

Candidates are responsible for all costs incurred by them in preparing, and submitting Applications.

5. No Contract A and No Claims

This CFA process is not intended to create, and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- 5.1. this CFA shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- 5.2. neither the Candidate nor Manitoba shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the CFA process, including any decision by Manitoba to enter into an Agreement with a Candidate, any decision by Manitoba not to enter into an Agreement with a Candidate or a decision by a Candidate to withdraw its Application.

6. No Contract until Execution of Written Agreement

This CFA process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Candidate and Manitoba by this CFA process until the successful negotiation and signing of a written Agreement.

7. Non-binding Cost Estimates (Proposed Project Budget)

While the cost estimates information provided in Applications will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of Applications and selection of Candidates. Any inaccurate, misleading or incomplete information, including withdrawn or altered costs, could adversely affect any such evaluation or the decision of Manitoba to enter into an Agreement for the Services.

8. Cancellation of CFA

Manitoba may cancel this CFA at any time, with no liability whatsoever to any Candidate.

9. Interpretation and Governing Law

These Terms and Conditions of the CFA Process:

- 9.1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- 9.2. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- 9.3. are to be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada as applicable.

Policies

Manitoba's Protection of Personal Information Requirements

Manitoba recognizes that funded, external service providers may receive, collect, acquire, be given access to, and may otherwise come into possession of personal information about individuals participating in programs operated by or receiving services from the Service Provider under this Agreement. Under *The Freedom of Information and Protection of Privacy Act*, (C.C.S.M. c. F175) and *The Personal Health Information Act* (C.C.S.M. c.P33.5), Manitoba is responsible for ensuring that personal information and personal health information is handled appropriately by external service providers.

It is the responsibility of the board of directors of the Service Provider to ensure that the Service Provider takes all reasonable steps to protect the privacy of individuals participating in programs operated by or receiving services from the Service Provider. This shall include protecting personal information respecting these individuals from risks such as unauthorized collection, use, disclosure, retention or destruction.

It is also the responsibility of the board of directors of the Service Provider to ensure that the requirements set out in this Schedule are communicated to all board members, officers,

employees, volunteers, agents or contractors of the Service Provider and to establish policy and procedures for ensuring compliance with these requirements.

Definition of Personal Information

1.01 “Personal information” has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175) (“FIPPA”), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act* of Manitoba (C.C.S.M. c. P33.5) (“PHIA”).

These statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by the Service Provider or authorized contractor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

1.03 Where the Service Provider’s authorized contractors will have access to or collect any personal information while performing the Service Provider’s obligations under the Agreement, then the Service Provider shall have its authorized contractors comply with the requirements and obligations contained in this Schedule. The Service Provider agrees that a breach of a requirement or obligation contained in this Schedule by an authorized contractor is a breach on the part of the Service Provider.

Collection of personal information by the Service Provider

1.04 The Service Provider recognizes that, in the course of carrying out its obligations under this Agreement, the Service Provider may receive personal information from Manitoba and may receive, collect, acquire, be given access to and may otherwise come into possession of personal information about individuals participating in programs operated by or receiving services from the Service Provider under this Agreement.

1.05 Where the Service Provider receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Service Provider shall receive, collect

or acquire only as much personal information about an individual as is reasonably necessary to carry out the Service Provider's obligations under this Agreement.

1.06 Where the Service Provider collects or acquires personal information directly from the individual it is about, the Service Provider shall ensure that the individual is informed of:

- (a) the purpose for which the personal information is collected;
- (b) how the information is to be used and disclosed;
- (c) who in the Service Provider's organization can answer questions the individual may have about their personal information; and
- (d) the individual's right of access to the personal information about themselves, as set out in the Service Provider's policies established in accordance with subsection 1.07 of this Schedule.

Access to personal information by the individual it is about

1.07 The Service Provider shall establish a written policy, acceptable to Manitoba, providing individuals participating in programs operated by or receiving services from the Service Provider under this Agreement with:

- (a) a right to examine personal information about themselves which is maintained by the Service Provider, subject only to reasonable, limited and specific exceptions; and
- (b) a right to request corrections to personal information about themselves.

Restrictions respecting use of personal information by the Service Provider

- 1.08
- (a) The Service Provider shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Service Provider's obligations under this Agreement and not for any other purpose.
 - (b) The personal information shall be used solely by the officers, employees, volunteers, agents and contractors of the Service Provider, except as otherwise specifically permitted by Manitoba in writing.
 - (c) The Service Provider shall:
 - (i) limit access to and use of the personal information to those of the Service Provider's officers, employees, volunteers, agents and contractors who

need to know the information to carry out the obligations of the Service Provider under this Agreement;

- (ii) ensure that every use of or access to the personal information by the authorized officers, employees, volunteers, agents and contractors of the Service Provider is limited to the minimum amount necessary to carry out the obligations of the Service Provider under this Agreement;
- (iii) ensure that each officer, employee, volunteer, agent and contractor of the Service Provider who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, the privacy and security policies, procedures, safeguards and measures of the Service Provider, and any additional reasonable requirements or directions established or given by Manitoba respecting the protection, retention or destruction of the personal information or ensure the confidentiality of the personal information; and
- (iv) ensure that each officer, employee, volunteer, agent and contractor who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that they are bound by the requirements, obligations and fair information practices in this Schedule, and by the Service Provider's security policies and procedures and is aware of the consequences of breaching any of them.

1.09 The Service Provider shall take all reasonable measures to ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person discloses, reveals or gives access to the personal information except as authorized under subsection 1.11 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

1.10 The Service Provider shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Service Provider under this Agreement.

Restrictions respecting disclosure of personal information by the Service Provider

1.11 The Service Provider shall not disclose, reveal or give access to, and shall not permit anyone to disclose, reveal or give access to, the personal information to any person, corporation, business, organization or entity, except as follows:

- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
- (b) to the individual the personal information is about, upon satisfactory proof of identity;
- (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Service Provider is of the opinion the disclosure would not constitute an unreasonable invasion of the child's privacy;
- (e) where disclosure is required or authorized by legislation;
- (f) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
- (g) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

1.12 Without limiting subsection 1.11 of this Schedule, the Service Provider shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
- (b) exchange the personal information for any goods, services or benefit; or
- (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall take reasonable steps to ensure that none of these activities take place.

Protection of the personal information by the Service Provider

1.13 The Service Provider shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality, security, accuracy and integrity of the personal information and protect the personal information against such risks as use,

access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.

1.14 While the Agreement is in effect, and at all times thereafter, the Service Provider and the officers, employees, volunteers, agents and contractors of the Service Provider:

- (a) shall treat as strictly confidential all personal information provided to or collected by the Service Provider under the Agreement;
- (b) shall not:
 - (i) use or modify personal information provided to or collected by the Service Provider under the Agreement except for the proper performance of the Service Provider's obligations under the Agreement, or
 - (ii) disclose personal information provided to or acquired by the Service Provider under the Agreement to any third party, except in accordance with the Agreement, and
- (c) shall take all reasonable steps to ensure that no person accesses, views, uses or discloses personal information provided to or acquired by the Service Provider under the Agreement except for the proper performance of the Service Provider's obligations in accordance with the Agreement.

1.15 Without limiting subsection 1.13 of this Schedule:

- (a) Where personal information is in paper form or removable electronic storage media (including USB memory devices), the Service Provider shall ensure that:
 - (i) the paper records and removable electronic storage media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards, and shall not be left unattended in an unsecured or public area;
 - (ii) the personal information is accessible only to those of the Service Provider's officers, employees, volunteers, agents and contractors who need to know the personal information to carry out the obligations of the Service Provider under this Agreement; and
 - (iii) all paper records, and removable electronic storage media used to record the personal information are stored securely when not in use;
- (b) Where personal information is stored in electronic format, the Service Provider shall:

- (i) ensure that the computer software application, electronic process, electronic information system or computer network on which the personal information is stored is a secure system or network accessible only to officers, employees, volunteers, agents and contractors of the Service Provider who need to know the personal information to carry out the obligations of the Service Provider under this Agreement;
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access; and
 - (iii) limit access to and use of the passwords to those of the Service Provider's officers, employees, volunteers, agents and contractors who need to know the personal information to carry out the obligations of the Service Provider under this Agreement.
- 1.16 When disposing of any paper records and media containing a record of the personal information, the Service Provider shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.17 The Service Provider shall establish and take all reasonable measures to ensure compliance with written policies and procedures respecting the use of, access to, disclosure, storage, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
 - (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.18 The Service Provider shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any security breach or use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Service Provider shall immediately take all reasonable steps to prevent the recurrence of any security breach, unauthorized use, access, disclosure or destruction of the personal information and shall notify Manitoba in writing of the steps taken.
- 1.19 The Service Provider must investigate, in a manner determined by Manitoba, all cases where it is alleged, suspected, or there is evidence that there has been unauthorized access, use, disclosure or modification of the personal information or a breach of confidentiality or any incident which might jeopardize or has jeopardized the security or integrity of the Service Provider's computer systems or networks used to access and transmit the personal information.

- 1.20 The Service Provider shall provide orientation and ongoing training for its officers, employees, volunteers, agents and contractors about the requirements of this Schedule, and the Service Provider's security policies and procedures.
- 1.21 The Service Provider shall comply with any regulations made, policies issued or reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Service Provider

- 1.22 Except where there is legislation respecting destruction of records or information by the Service Provider, after the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement upon expiration or termination, the Service Provider shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspections by Manitoba

- 1.23 Manitoba and its representatives may carry out such inspections or investigations respecting the Service Provider's information practices and security arrangements as Manitoba reasonably considers necessary to ensure the Service Provider is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Service Provider shall cooperate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Service Provider's premises and to records and information relating to the Service Provider's information practices and security arrangements or relating to this Schedule for these purposes.
- 1.24 If an inspection or investigation identifies deficiencies in the Service Provider's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Service Provider shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

Statutory definitions of personal information and personal health information

1. **"personal information"** means recorded information about an identifiable individual, including:
 - (a) the individual's name;
 - (b) the individual's home address, or home telephone, facsimile or e-mail number;
 - (c) information about the individual's age, sex, sexual orientation, marital or family status;
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin;

- (e) information about the individual's religion or creed, or religious belief, association or activity;
- (f) personal health information about the individual;
- (g) the individual's blood type, fingerprints or other hereditary characteristics;
- (h) information about the individual's political belief, association or activity;
- (i) information about the individual's education, employment or occupation, or educational, employment or occupational history;
- (j) information about the individual's source of income or financial circumstances, activities or history;
- (k) information about the individual's criminal history, including regulatory offences;
- (l) the individual's own personal views or opinions, except if they are about another person;
- (m) the views or opinions expressed about the individual by another person; and
- (n) an identifying number, symbol or other particular assigned to the individual.

2. **"personal health information"** means recorded information about an identifiable individual that relates to
- (a) the individual's health, or health care history, including genetic information about the individual,
 - (b) the provision of health care to the individual, or
 - (c) payment for health care provided to the individual,

and includes

- (d) the PHIN (as defined in *The Personal Health Information Act* and set out below) and any other identifying number, symbol or particular assigned to an individual, and
- (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

"health care" means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's health,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,

and includes

- (d) the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

3. **"PHIN"** means the personal health identification number assigned to an individual by the Minister (who is charged with the administration of *The Personal Health Information Act*) to uniquely identify the individual for health care purposes.

Manitoba's Conflict of Interest Policy and Guidelines

I. INTRODUCTION

The Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External Service Providers are perceived by the public as extensions of government. As such, Boards of Directors and employees of external Service Providers delivering Services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external Service Providers, the Province of Manitoba expects Service Providers to adopt the following conflict of interest policy and guidelines for their Boards of Directors and employees.

By stating clearly the standards of conduct expected of Board members and employees, the guidelines serve as a preventative measure so Board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of a Board member's and employee's personal and professional interests.

It is the responsibility of the Board of Directors to ensure that these guidelines are communicated to all Board members and employees of the individual external Service Providers and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

II. POLICY STATEMENT

The Province of Manitoba expects Boards of Directors and employees of external Service Providers which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the Boards of Directors and all employees of external Service Providers. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to Boards of Directors or employees of external Service Providers, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

III. DEFINITION

A "conflict of interest" is any situation in which a Board member or employee of an external Service Provider has an employment, business or personal interest which results or appears to result in:

(i) an improper material interest or an advantage by virtue of the person's position; or

(ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situation where a Board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

IV. REQUIREMENTS FOR DISCLOSURE

Members of the Boards of Directors and employees of external Service Providers are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

(i) an actual, potential or perceived conflict situation arises where none existed previously; or

(ii) a change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the Board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the Board member or employee will be provided with advice on what steps need to be taken to remove the perception of or the potential for a conflict of interest.

- 1) Where a Board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the Board of Directors.

A Board member shall disclose in writing to the Board of Directors, or request to have entered in the minutes of meetings of the Board of Directors, the nature and extent of his/her interest.

The Board of Directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a Board member.

No Board member shall be present during any discussions of the Board or vote on any matter where it has been decided that a material interest exists. The minutes of the Board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the Board member must refrain from attempting, directly or indirectly, to influence the decision of the Board.

- i) The Board of Directors may choose to delegate to an Executive Committee of the Board, the authority to decide whether a material interest exists for Board members;
 - ii) If the Executive Committee of the Board cannot decide, the matter shall be referred to the full Board for decision.
- 2) Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the Board of Directors or the Board's delegate.

A Service Provider employee shall disclose in writing to the Board of Directors, or the Board's delegate, the nature and extent of his/her interest.

The Board of Directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

- i) The Board of Directors may choose to delegate to the Executive Director or Executive Management Committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the Board;
- ii) If the Board's delegate cannot decide, the matter shall be referred to the Board of Directors for decision.

No employee shall participate in negotiations, decision making or activities where it has been decided that a material interest exists.

V. GUIDELINES

The range, complexity, and unique nature of individual external Service Providers' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.
- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.

- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

VI. APPEALS

A Board member who disputes the manner of application of these guidelines within his/her Service Provider may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the Board of Directors.

A Board member or employee, at his/her option, may have a representative present at the appeal.

VII. DISCIPLINARY ACTION

Departure from any of these rules by Board members, without the specific prior approval of the majority of Board members, may be cause for dismissal from the Board.

Departure from any of these rules by employees, without the specific prior approval of a Board of Directors, or Board's delegate, may be cause for disciplinary action.

VIII. SPECIFIC PROVISIONS FOR SERVICE PROVIDERS

While the guidelines mentioned in Section V should be sufficient to protect against conflict of interest in a vast majority of cases, individual Service Providers may wish to develop more specific conflict of interest guidelines in addition to those in Section V. In certain cases, the Government may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular Service Provider, or at the request of Government.

On request, additional guidelines developed under Section VIII should be made available to Government for approval prior to distribution and implementation.