

Manitoba Provincial Nominee Program Program Guide for the Entrepreneur Pathway

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Notice

This document is provided free of charge by the Government of Manitoba and is not to be sold. It is available on our website immigratemanitoba.com.

The MPNP policy, procedures, criteria, and forms may change without notice. See our website for the most up-to-date information and to ensure you have the most recent version of this document.

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🖥 immigratemanitoba.com

Definitions

Applicant (Principal)	The primary person who is being assessed under the Manitoba Provincial Nominee Program (MPNP) eligibility criteria.
Application	A formal submission to MPNP containing information on the principal applicant and their family members (spouse/common-law partner and children), even if those family members do not intend to immigrate. An application also includes supporting documents for all information submitted.
Candidate	The primary person who is registering their interest in applying to the MPNP by submitting an EOI.
EOI	Expression of Interest: A pre-application process that requires candidates to fill forms to express their interest in applying to the MPNP.
Pathway	A component of a Stream with specific eligibility criteria that are different from other Pathways.
Representative	For the purposes of the MPNP, an immigration representative is someone you pay and authorize to represent, advise, consult or look into the status of your Expression of Interest or your MPNP application.
Stream	A major Program area with distinct eligibility criteria. The MPNP has four streams.

Acronyms

BIO	Business Immigration Officer
BPA	Business Performance Agreement
CBSA	Canada Border Services Agency
CELPIP	Canadian English Language Proficiency Index Program
EOI	Expression of Interest
IELTS	International English Language Testing System
IRPA	Immigration and Refugee Protection Act
IRPR	Immigration and Refugee Protection Regulations
ISEP	International Student Entrepreneur Pilot
LAA	Letter of Advice to Apply
WMR	Winnipeg Metropolitan Region
MPNP	Manitoba Provincial Nominee Program
NCLC	Niveaux de compétence linguistique canadiens
TEF	Test d'évaluation de français
TFW	Temporary Foreign Worker

1. Overview

1.1. The Manitoba Provincial Nominee Program

The Manitoba Provincial Nominee Program (MPNP) is administered by the Province of Manitoba (the Province) in partnership with the Government of Canada in accordance with the [Canada-Manitoba Immigration Agreement \(CMIA\) and the Immigration and Refugee Protection Act](#).

The MPNP is designed to enable Manitoba to support the immigration of a person who has expressed an interest in settling in Manitoba and who the Province believes will be able to contribute to the economic development and prosperity of Manitoba and Canada.

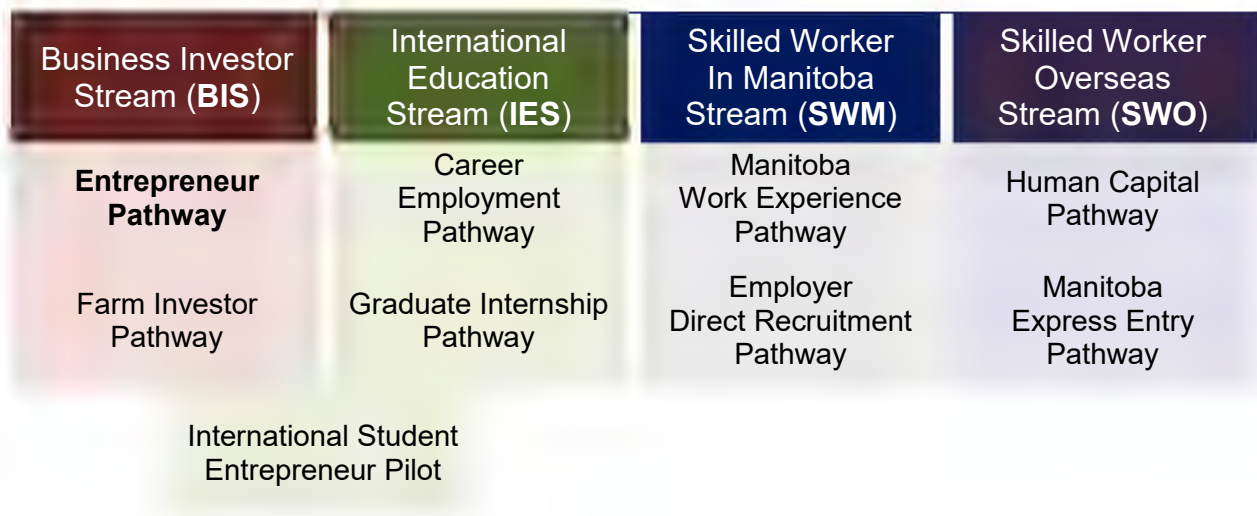
1.2. Using this Guide

This guide is intended to help you determine your eligibility and understand the overall process for applying to the MPNP- Entrepreneur Pathway.

All currency amounts in this document, in the Self Assessment Form, Business Concept Form and application forms are in Canadian Dollars (CAD) unless otherwise stated.

Program Streams and Pathways

The MPNP has the following program streams and pathways:



1.3. Core Eligibility

To be eligible to apply to any pathway/pilot of the MPNP, you must meet the criteria of one of the MPNP pathways/ pilot and must not be ineligible to apply to the MPNP. Details on the criteria are included within each pathway.

You are ineligible to apply to the MPNP if:

- You are under 18 years of age;
- You have an unresolved refugee claim and are still residing in Canada, or you are involved in a federal appeal or removal process;
- You are residing in Canada and do not have legal status;
- You are prohibited from entering Canada;
- You are a live-in caregiver currently living in Canada;
- You are a temporary foreign worker currently working and residing in another province of Canada;
- You and/or your spouse have an active MPNP application in any stream/pathway of the MPNP;
- You are the spouse or common-law partner of a Canadian citizen or permanent resident residing in Canada;
- You have been refused by the MPNP within the last twelve months;
- You are not able to address the reason(s) of a previous MPNP refusal;
- You and/or your spouse have a pending immigration application made to any other provincial nominee program in Canada;
- You and/or your spouse have a pending permanent immigration application made to Immigration, Refugees and Citizenship Canada;
- You had a prior MPNP application refused for fraud/ concealment/ misrepresentation or insufficiently credible documentation within the last 24 months; or
- Your intention is to establish a primary production farming operation under the Entrepreneur Pathway.

Other restrictions on eligibility may also apply for specific MPNP pathway. Please see the designated sections of this guide for more information on the requirements of each stream and pathway.

1.4. Immigration Representatives

For the purposes of the MPNP, an immigration representative is someone you pay and authorize to represent, advise, consult, or look into the status of your Expression of Interest and/or application to the MPNP.

 *The MPNP has no official immigration representatives acting on its behalf and does not endorse or require the services of an immigration representative or recruiter.*

A representative can be a lawyer or consultant you hire to prepare your MPNP application. Using an immigration representative will not give your application special attention or guarantee it will be approved.

Manitoba will only recognize or release information to a paid immigration representative who is:

- a lawyer in good standing of a Canadian provincial or territorial law society; or
- a notary in good standing of the Chambre des notaires du Quebec; or
- an immigration consultant in good standing of the College of Immigration and Citizenship Consultants (CICC).

Any MPNP candidate, applicant, or employer who uses the services of an immigration representative or recruiter does so at his or her own risk. You are responsible to check that a representative you choose is ethical and competent to work on your behalf and is authorized according to the provisions of the MPNP Code of Conduct.

If you use the services of an immigration representative or recruiter in connection with an Expression of Interest and/or application to the MPNP, they must be registered with our office and provide the MPNP with their complete name and contact information. Failure to declare an immigration representative or recruiter may result in your MPNP application being declined.

All immigration representatives must provide a signed Code of Conduct if they submit an Expression of Interest and/or application to the MPNP on your behalf. You must agree to the MPNP Code of Conduct as part of your MPNP application, whether or not you have a paid immigration representative. The MPNP reserves the right to refuse an application if it determines that the representative or you has not complied with the terms specified in the Code of Conduct, or if you failed to disclose the use of an immigration representative.

The MPNP is not responsible for the resolution of any disputes arising between you and your immigration representative. You may remove a named representative from your application at any time by providing a request in writing to the MPNP. You must remove an existing representative before changing to a new representative.

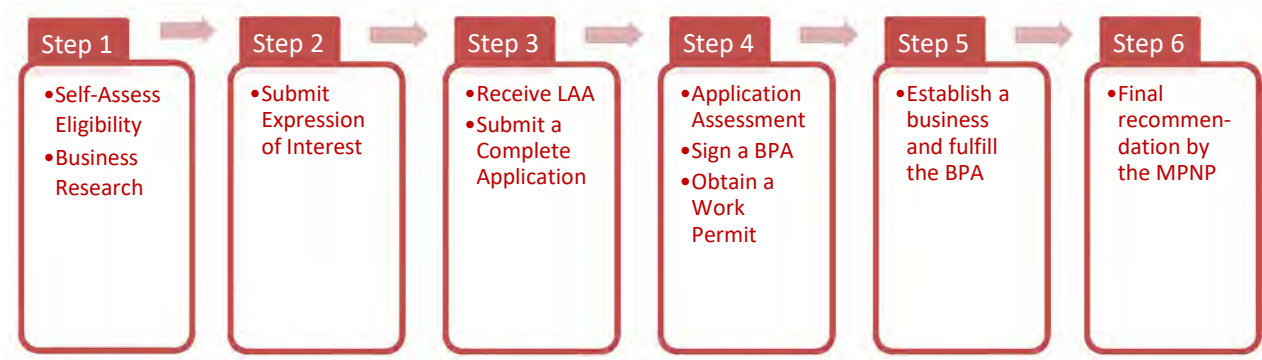
The MPNP will disclose information to only one designated representative for each application. For purposes of assessing an application, the MPNP will communicate directly with you whenever necessary.

Important

Under Manitoba legislation, it is illegal for immigration representatives or recruiters to charge foreign workers or future immigrants for a job offer in Manitoba. All recruitment costs must be covered by the Manitoba employer seeking foreign workers.

2. Applying to the MPNP Entrepreneur Pathway

The process for applying to the MPNP – Entrepreneur Pathway is outlined below:



Step 1: Self-Assess Your Eligibility and Business Research

Self-Assess Your Eligibility

Please review this guide to determine if you are eligible. You may be eligible for more than one stream and/or pathway.

The minimum eligibility requirements of the Entrepreneur Pathway are:

- Business Experience: Minimum of three (3) years of full time work experience in the past five (5) years either as an active business owner (minimum 33% or one-third ownership) or working in a senior management role of a successful business
- Net Worth: Minimum of \$500,000 CAD
- Official Languages Proficient: Minimum CLB/NCLC 5 and
- Education: Minimum Canadian high school certificate equivalent

The Self-Assessment Form will help you to determine your ranking score under the Entrepreneur Pathway. The full assessment of your eligibility will be done by the MPNP after a complete application is received.

Business Research and Develop a Business Concept

Business research can be considered as one of the most important steps in your MPNP application process. You are encouraged to start exploring Manitoba and business opportunities as early as possible.

While internet-based research may be a useful tool to obtain preliminary and general information, an in-person exploratory visit is essential for you to conduct in-depth business research, which is critical to your business plan and future success in Manitoba.

You are also encouraged to participate in one of the business seminars offered by the MPNP, located at 700-213 Notre Dame Avenue. Seminar Information can be found on the Program's website. Please ensure that you have obtained a valid visa to visit Canada when you register for the business seminar.

Once you have done sufficient business research and identified the business opportunity of your interest, you are ready to fill a Business Concept Form. The Business Concept can be considered a condensed executive summary of the business plan of your proposed business.

Ineligible Business Investments

The following types of businesses are not eligible as Investments:

- Businesses operated primarily for the purpose of deriving passive income such as rent, interest, dividends or capital gains, including a business prohibited by subsection 87(6)(a) of the IRPR;
- Immigration-linked investment schemes, as that term is defined in subsection 87(9) of the IRPR;
- Businesses established or purchased by another Program applicant or nominee within the previous seven years from the date of this Agreement;
- Businesses that are considered ineligible by the Program; and
- Businesses which include a share redemption or buy back option.

The following businesses are considered ineligible by the Program.

- Home-based businesses;
- Property investment (purchase/construction/development of real estate);
- Project based or seasonal businesses;
- All rental or leasing businesses including vehicle rental or leasing businesses;
- Pay-day lending, cheque cashing or money changing businesses;
- Businesses providing financial intermediation or money market products or services, including mortgage brokerages;
- Pass-through import-export businesses;
- Property management;
- Bed and Breakfast;
- Cash machine businesses;
- Lottery kiosks;
- Taxi cab or limousine licenses;

- a hobby farm*;
- Business offering self-employed professional services such as representation, consulting, brokerage, accounting, moving, trade services etc.;
- Self-employed truck drivers/ owner-operators/ single vehicle transport business;
- Transport business without their own dispatching, loading and storage facility;
- Any type of business that by association would tend to bring the Program or Manitoba into disrepute.

* If your intention is to establish a primary production farming operation, please apply under Farm Investor Pathway.

Step 2: Submit Your Expression of Interest to the MPNP

Once you have completed the Step 1, you can submit your Expression of Interest (EOI) by email to MPNP-BusinessStream@gov.mb.ca with following forms:

- Business Concept Form;
- Self-Assessment Form; and
- MPNP Code of Conduct

The MPNP will review your EOI and determine if you can continue to the next step:

- MPNP will issue a Letter of Advice to Apply (LAA) and Business Concept Code (BCC) with further instruction to continue to the next step; or
- MPNP will inform you that you will not advance to the next step and provide feedback. In this case, please give yourself an opportunity to conduct more research and refine your business concept further, or consider a different one. You must wait a minimum of two (2) months from the date of the feedback email before you can submit another EOI to the MPNP.

MPNP is committed to respond to a submission of EOI within four (4) weeks from the date of your submission. The Self-Assessment Form and Business Concept do not constitute an application. Supporting documents are not required at this stage.

If you are no longer interested in the MPNP and wish to withdraw the forms, you can do so by submitting a request by email to MPNP-BusinessStream@gov.mb.ca.

Step 3: Receive an LAA and Submit Your Complete Application

Receive a Letter of Advice to Apply (LAA)

If you appear to meet the minimum eligibility requirements and likely to have a strong positive economic impact on Manitoba, you will receive an LAA via email. The LAA will include instructions on the application process.

You have up to 120 days from the LAA issuance date to submit your complete application. If you request another LAA after it expires, you will be required to submit a new EOI.

Please note that the EOI is not an application to the MPNP. However, if you receive an LAA from the MPNP and you decide to submit the application to the MPNP, your EOI will become part of your MPNP application. Any discrepancy between the information provided in your EOI and your application, if not justified, may become a reason for a refusal of your application.

An LAA does not guarantee that you will be approved by the MPNP. You must submit a complete application, which will undergo a full assessment before a final decision is made.

Submit a Complete Application to the MPNP

Forms and Documentations

An LAA will be sent to you via email with detailed instructions. You must prepare and submit a complete application by following the Instructions and Document Checklist.

All forms and supporting documents must be submitted by mail or in person to the MPNP. All documents submitted with your application become the property of the Province of Manitoba. Efforts to return original documents will be made to individuals upon request based on availability of resources; however, no guarantee is made that documents will be returned.

Verification of Net Worth and Source of Funds

A Verification Report is required to verify your source of funds and net worth. You are required to have an approved service provider disclose the results of the verification directly to the MPNP when you submit your application. The Verification Report and your application must be received within 120 days of your LAA issuance. An approved service provider requires up to 60 days to complete the net worth verification and finalize a report once all documents are received by their office. You should therefore contact an approved service provider to begin the process as soon as you receive your LAA.

Please choose one of the approved service providers listed below:

Grant Thornton LLP

94 Commerce Drive
Winnipeg, MB
R3P 0Z3

Website: grantthornton.ca

Email: MPNP@ca.gt.com

Phone: +1-204-272-4738

MNP LLP

242 Hargrave Street
Suite 1200
Winnipeg, MB
R3C 0T8

Website: <https://www.mnp.ca/en>

Email: MNP.MPNP@mnp.ca

Phone: +1-204-336-6106

Fax: +1-204-783-8329

Toll Free: 1-877-500-0795

Pay the Processing Fee

You will be required to pay a processing fee by wire transfer in the amount of \$2,500.00 CAD when submitting an application to the MPNP. Processing fees are not refundable.

Step 4: Assessment of Your Application

Application Assessment

A complete application will be assigned to a Business Immigration Officer (BIO) for full assessment. The assessment of the application is based on the established eligibility criteria of the MPNP.

The MPNP reserves the right to prioritize applications for businesses that contribute significant economic benefit to Manitoba.

Your application will be assessed by a minimum of two BIOs who will review the information provided in the application prior to making a recommendation to approve or refuse.

Note: MPNP may invite you to attend an interview during the assessment process.

Procedural Fairness Process

The Procedural Fairness Process allows you a fair opportunity to respond to the MPNP's concerns before a decision is made on your application. If the assessment identifies concerns in your application, the MPNP will send you a Procedural Fairness Letter (PFL) via email. The PFL will outline the MPNP's concerns and allow you up to 30 days to respond to the letter. After the specified period has expired, the BIOs will complete their

assessment of the application and make a recommendation based on the information available. This will be the final decision on the application and no appeal/review will be allowed after a decision to refuse has been rendered.

Refusal

The MPNP reserves the right to refuse any application for nomination, if you fail to clearly demonstrate to the MPNP how you meet the program criteria.

Applications under the Entrepreneur Pathway can be refused due to the following concerns, but not limited to:

- You were unable to demonstrate both the ability and/or intention to establish permanently in Manitoba;
- You have failed to provide sufficiently detailed or credible documentation required to complete a full assessment of the application;
- You were unable to demonstrate that you met the Entrepreneur Pathway minimum requirements;
- You were unable to provide sufficient and/or credible documentary evidence to satisfy the MPNP that you have adequately accounted for all sources of all of your and your family's income and net worth;
- Your Business Plan has one of the following concerns:
 - The purpose of your proposed business was deriving passive investment income;
 - The proposed business did not involve value-added activities in Manitoba;
 - You did not demonstrate an active day to day management role in the business;
 - The eligible business investment in tangible assets in Manitoba was less than what you indicated in your BPA;
 - You did not meet one third ownership or one million dollar criteria;
 - Your proposed business entity did not demonstrate ongoing and recurring business activities in Manitoba;
 - You did not demonstrate the skills to operate the proposed business; or
 - The proposed business entity was not legal and economically viable in Manitoba's economic environment.
- You were unable to demonstrate your business ownership and management experience and/or senior management experience;
- The MPNP has discovered relevant discrepancies in your application or other documentations and/or information you have provided;
- It is confirmed by IRCC or other official body/verification agency that documentation in your application is fraudulent;

- You have failed to address the concerns outlined in the PFL or to respond by the specified date;
- The application is a resubmission before the required waiting period;


If your application is refused, it will be closed once the refusal letter is issued. However, this does not preclude you from applying again after one year (or two years in case of misrepresentation). If your application is refused, you will not be refunded your application processing fee.

Approval in Principle and Business Performance Agreement (BPA)

If your application meets all of the requirements of the MPNP, you will receive an Approval in Principle along with a copy of the BPA.

The BPA is required as part of your MPNP application. You must fulfill all the agreement terms within the time frame specified in the BPA in order to be nominated by Manitoba for Permanent Residence in Canada.

See Appendix II for a sample of the BPA.


-  *The Manitoba Government has the final authority for any interpretation and explanation of terms in the BPA.*

Letter of Support

You must sign and return the BPA to the MPNP within 60 days of the issuance date. Once the MPNP receives the signed BPA, the following documents will be sent to you by email for you to apply for a Temporary Work Permit (TWP):

- Entrepreneur Immigration Nominee Candidate Letter of Confirmation;
- Entrepreneur Work Permit Support Letter; and
- Instructions for MPNP Business Candidates to apply for registration to the Employer Portal and Work Permit

These letters are valid for three (3) months from their issuance date. You have up to 12 months from the date of your work permit support letter issuance to arrive in Canada with your valid work permit.

-  *The Government of Canada has the sole authority to grant you admission to Canada as a temporary resident and the Work Permit.*

Processing time

The MPNP's targeted processing time is six (6) months or less after receipt of a complete application. There are several factors that can delay processing of an application, which include, but are not limited to:

- Delay in returning a signed BPA;
- Your availability to participate in an interview with a BIO;
- Incomplete application forms and/or missing documents;
- Insufficient supporting documents;
- Incorrect contact information;
- The need for further verification of information and documentation provided; and/or
- A change in family situation.

Withdrawing Your Application

You can withdraw your application from the MPNP at any time **prior** to signing the BPA. A request to withdraw shall be required by email to MPNP-BusinessStream@gov.mb.ca. Please provide your full name, date of birth, and the MPNP application file number in the subject line.

Once your signed BPA has been received by the MPNP, a request to withdraw will not be considered and the BPA will remain effective for two (2) years from the date of signing the BPA until a final refusal is rendered.

Step 5. Establish Your Business in Manitoba and Fulfill the BPA

Report upon Date of Arrival

Once you have received a Work Permit and arrived in Manitoba, you must notify the MPNP in person, within 30 days of the Date of Arrival, of your Manitoba address and telephone number. You will be assigned to a BIO, who will become your contact person for any questions and concerns you may have going forward.

Progress Report

You are required to submit Progress Reports to the MPNP:

- First Progress Report: within six (6) months of the Date of Arrival
- Final Progress Report: no later than 20 months after the Date of Arrival.

Note:

Please be advised that you should have been operating your business for no less than six (6) months immediately prior to submitting the Final Progress Report to the MPNP.

- i** *The final interpretation and explanation of terms in the BPA is at the discretion of the MPNP.*

Change of Business

In the event that you wish to establish/purchase and maintain a business other than what is described in the BPA, you may make a written request to the MPNP describing the alternate business. The MPNP will consider the proposal on the basis of the same criteria applied in assessing your application. Any request for change of business must be fully justified based on significant market research and attempts or efforts by you to fulfil the BPA.

The MPNP will not accept any requests for business changes that will decrease the investment amount. No requests for change of business will be accepted after 12 months from the Date of Arrival.

The MPNP is under no obligation to consent to the amendment of BPA to accommodate the alternate business.

If approved, an Amended Agreement would be prepared and signed by you and the MPNP. Only one Change of Business request will be considered by the MPNP.

Extension

In the event that you are unable to establish/purchase a business as described in the BPA you may make a written request to the MPNP for an extension of time. The MPNP may consider the request, but is not obliged to grant an extension. Such a request must be made at least 30 days prior to the expiration of the Work Permit, with proof of your effort since the Date of Arrival towards establishing the business, as well as a plan to complete the business investment within the requested extension time line. The MPNP will consider a request to provide another Letter of Support for a Work Permit only when the MPNP is convinced that you have made all reasonable attempts to fulfill the Agreement.

If approved, an Amended Agreement would be prepared and signed by you and the MPNP.

- i** *Please be aware that even if Manitoba issues another Letter of Support, the final decision regarding any extension of the temporary resident status and your Work Permit will be made solely by IRCC. Manitoba has no authority to extend your temporary resident status or Work Permit.*

Monitoring of Business Operation

You are required to provide regular updates to the MPNP on your family settlement and business establishment progress and permit the MPNP to access any information or documents with respect to the business operation and finances. The MPNP will request documents such as financial statements, payroll record, tax remittance record and other documentation that will help to demonstrate the effort and financial resources you have contributed towards your business. The MPNP will also conduct site visits to your business premises with or without notice for the purposes of monitoring your business operation. Failure to allow the MPNP access to your business premises could result in the refusal of your application.

Step 6: Final Recommendation

If the MPNP is convinced that you have successfully fulfilled all terms and conditions in your BPA, a recommendation will be made to nominate you. This recommendation will be reviewed by the Director of the MPNP before a final decision is made to issue you a Confirmation of Nomination. The Confirmation of Nomination will be sent to you by email.

If the MPNP is not satisfied that you have successfully fulfilled all terms and conditions in your BPA, the BIO will make a recommendation to refuse your application. Applications can be refused due to the following concerns, which include, but are not limited to:

- You failed to fulfill the BPA prior to the expiry date of the BPA;
- It is confirmed that you have breached the BPA before its expiry date
- The MPNP has discovered discrepancies of a relevant and material nature in your application, or other documentations and/or information you have provided; and/or
- It is confirmed by IRCC or other official body/verification agency that documentation in your application is fraudulent.

Apply for Permanent Residence

After receiving your nomination, you (now a Provincial Nominee) are responsible for completing and submitting an Application for Permanent Residence to the IRCC. You must submit your Application for Permanent Residence within 180 days from the Date of Nomination.

It is the sole jurisdiction of the Federal Government to assess an Application for Permanent Residence and issue a Permanent Resident (PR) Visa.

- i** *You must continue to satisfy all of the obligations specified in the BPA following nomination by Manitoba. Failure to continue to satisfy these obligations may result in the withdrawal of the Certificate of Nomination by MPNP.*

3. Additional Information

2.1. Work Permit Support after Nomination

A nomination by itself does not authorize you to work in Canada. If your work permit is about to expire, you are responsible to apply to IRCC to extend your work permit. You must maintain legal residence status while in Canada. Please contact the MPNP for additional information if you need to renew your work permit.

The MPNP may issue another support letter upon request should you require it for the purpose of extending your work permit. Such request should be submitted in writing.

2.2. Amendments to Nominations

Change of terms of nomination must be communicated to the Government of Canada as follows:

- Extension of validity of certificate of nomination (6 months maximum)

The MPNP will communicate to the Government of Canada any findings regarding an application after nomination was issued, including but not limited to allegations of fraud, misrepresentation, etc.

2.3. Nomination Withdrawal

A nomination may be withdrawn at any time prior to IRCC issuing you a PR Visa if the MPNP is not satisfied that you continue to meet the original requirements under which you were nominated. Reasons for which the MPNP may withdraw a nomination include, but are not limited to:

- The MPNP determines that information provided in your visa application is false or has been misrepresented; and/or
- You are deemed, by the MPNP, to not intend to continue living and maintaining your business in Manitoba.
- You failed to continue to satisfactorily deliver on all of the obligations specified in the BPA following nomination by Manitoba.

2.4. Judicial Review

All decisions are subject to judicial review in the Court of Queen's Bench.

MPNP Code of Conduct

For immigration representatives of applicants to the Manitoba Provincial Nominee Program



Manitoba Economic Development and Training requires that all immigration representatives (individual representatives who receive a fee) who act on behalf of applicants under the Manitoba Provincial Nominee Program agree to abide by the following principles of professional conduct.

All immigration representatives who wish to represent an applicant to the Manitoba Provincial Nominee Program must be members in good standing of the Immigration Consultants of Canada Regulatory Council or of a Canadian law society and must comply with the following minimum standards:

- To indicate at all times and in all materials that they act as independent agents and do not represent in any way the Province of Manitoba or any of its departments (including Advance Education, Skills and Immigration) or agencies
- To advise all potential clients that applying to the Manitoba Provincial Nominee Program does not require them to use the services of an immigration representative, with this information to be provided to the client at the first contact or the earliest possible opportunity and again prior to the client signing the contract with the immigration representative
- To advise all clients that they are free to communicate directly with the Manitoba Provincial Nominee Program on their own behalf even while represented by the immigration representative
- To advise and accept assignments for only those services which the immigration representative is capable of providing and from which the immigration representative reasonably believes there will be real benefits to the client
- To disclose to the province the fact they are representing their clients and to relay all correspondence from the province pertaining to a client's file directly to the client without modification or undue delay
- To act responsibly, with due diligence and in a timely manner in the handling of their clients' cases
- Not to sign, submit or otherwise be associated with any application letter, report or other document provided by or submitted with respect to a client, which contains false or misleading information
- Not to engage in any unlawful activity personally on behalf of the client
- Not to work or collaborate in any way with others who are engage in any unlawful activity
- To hold in strict confidence all information acquired in the course of the professional relationship concerning the affairs of their clients and not to divulge any such information unless authorized by their client or required to do so by the Manitoba Provincial Nominee Program or by law
- To take care to avoid conflicts of interest, and upon becoming aware of the existence of a conflict to fully disclose at the earliest possible opportunity the existence and circumstances of the conflict to the client and to the Province of Manitoba if the conflict in any way relates to the Manitoba Provincial Nominee Program
- Not to allow any outside business or professional interests jeopardize their professional integrity, independence or competence as an immigration representative
- To provide clients with completed and accurate information regarding the Manitoba Provincial Nominee Program and all other matters pertaining to their clients' interest in immigration
- To advise their clients of the requirements that applicants under the Manitoba Provincial Nominee Program have a bona fide intent to reside and work or do business in Manitoba and not to knowingly submit or continue with Manitoba Provincial Nominee Program applications on behalf of clients who do not possess this bona fide intent
- To be truthful in all forms of communications and media, and to refrain from misleading statements, exaggerations or innuendo (ex: The Province of Manitoba does not have any special or preferential arrangements with any immigration representative or lawyer. Therefore an immigration representative cannot guarantee acceptance under the Manitoba Provincial Nominee Program, or immigration status or citizenship. Similarly, an immigration representative should not claim to have a special relationship or arrangement with or connection to Manitoba Education and Training or to the Province of Manitoba which implies preferential treatment etc.)
- Not to undertake to act for, charge or accept any fee that is not fully disclosed, fair and reasonable

APPLICANT INITIALS _____

Representative declaration

I, _____ of _____
Immigration representative – full name Name of firm organization (if applicable)

hereby confirm that I am familiar with the contents of the MPNP Code of Conduct and understand the described standards expected of my services as an immigration representative. I acknowledge that I will comply with the code in providing assistance to the Manitoba Provincial Nominee Program applicant named below.

Applicant – full name: _____

Representative mailing address and contact information: _____

Phone number: _____ Fax number: _____ e-mail address: _____

Work provided: _____

Signature Immigration representative Signature witness Date

I am a member in good standing of the College of Immigration and Citizenship Consultants (CICC) or of a Canadian law society and, as required, I have included proof of this membership with this application.

Yes: _____ No: _____ RCIC number: _____

Applicant declaration

I, _____
Applicant – full name

hereby confirm that I am familiar with the contents of this code of conduct and understand that it describes the standards expected of any immigration representative who I have engaged to assist me in preparing my application for the Manitoba Provincial Nominee Program.

I have paid or will pay the individual named below in connection with the preparation of my application:

Name: _____ Address: _____

Work provided: _____

Signature Applicant Signature witness Date

BUSINESS PERFORMANCE AGREEMENT

BETWEEN:

**THE GOVERNMENT OF MANITOBA
(hereinafter called "Manitoba"),**

-and-

**Candidate's Name PB2X-000XX
(hereinafter called the "Applicant").**

WHEREAS:

- A. Manitoba administers the Provincial Nominee Program (the "**Program**") in the Province of Manitoba pursuant to the Immigration Agreement entered into between Manitoba and the Government of Canada ("**Canada**") in June of 2003, pursuant to subsection 8(1) of the *Canada Immigration and Refugee Protection Act* (the "**Act**");
- B. Through the Program, Manitoba offers foreign nationals who wish to immigrate to and establish a business in the Province of Manitoba the opportunity to be nominated for permanent resident status in Canada;
- C. The Applicant has applied in writing to the Program (the "**Application**") and it is a condition of acceptance by Manitoba that the Applicant enter into a written Business Performance Agreement (this "**Agreement**") with Manitoba whereby the Applicant acknowledges that in order to be nominated by Manitoba for permanent resident status, the Applicant must fulfill all of the obligations specified in this Agreement within the time periods specified in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

1.0 Defined Terms

1.1 The following terms shall have the following meanings:

- (a) "**Business**" means the business specified in paragraph 2.7(c) of this Agreement;
- (b) "**Business Establishment Period**" means the period of time specified in paragraph 2.7 of this Agreement;
- (c) "**Certificate of Nomination**" means a certificate that Manitoba may issue pursuant to subsection 87(2) of the IRPA Regulations;
- (d) "**Change of Business**" means the establishment or purchase of a business by the Applicant other than the business specified in paragraph 2.7(c) of this Agreement;
- (e) "**Date of Arrival**" means the Applicant's first day of arrival in Canada after obtaining a Work Permit;
- (f) "**Final Report**" means the written report referred to in paragraph 2.7(c) of this Agreement;
- (g) "**FTE Job**" means a permanent, full-time position or equivalent part-time positions of employment in the Business of at least thirty (30) paid hours of continuous employment per week or one thousand five hundred sixty (1,560) hours of continuous employment per year;

- (h) **“Investment”** means an eligible expenditure made by the Applicant in accordance with Schedule A to this Agreement;
- (i) **“Letter of Support”** means a letter that Manitoba provides to Canada recommending that Canada admit the Applicant to Canada as a temporary resident under a Work Permit;
- (j) **“Party”** means either Manitoba or the Applicant, and where used in the plural means both Manitoba and the Applicant;
- (k) **“Progress Report”** means the written reports referred to in paragraph 2.7(b) of this Agreement;
- (l) **“Regulations”** means the *Immigration and Refugee Protection Regulations* made under the Act;
- (m) **“Tangible Asset”** means a physical asset purchased by the Applicant for the purpose of establishing or operating the Business, and may include furniture, office equipment, computers, tools, machinery or fixtures, and may also include inventory, vehicles or real estate if determined eligible by the Program in accordance with Schedule A to this Agreement, but shall not include cash; and
- (n) **“Work Permit”** means that Canada may, pursuant to the Act and the Regulations, issue to the Applicant an authorization to work in Canada as a temporary resident for a period of twenty-four (24) months from the Date of Arrival.

2.0 Approval and Nomination Process

- 2.1 After this Agreement is duly signed by the Applicant and received by the Program, Manitoba will in due course provide a Letter of Support to Canada.
- 2.2 The Applicant acknowledges that, even if Manitoba provides a Letter of Support to Canada, the final decision regarding admission to Canada as a temporary resident and the issuing of a Work Permit will be made solely by Canada, and Manitoba has no authority regarding whether Canada will grant temporary resident status or issue a Work Permit to the Applicant.
- 2.3 If Manitoba determines, in its sole discretion, that the Applicant has fulfilled the obligations specified in this Agreement within the periods specified in this Agreement, Manitoba will nominate the Applicant for permanent resident status in Canada by issuing a Certificate of Nomination.
- 2.4 The Applicant acknowledges that it is within the sole discretion of Manitoba to determine whether the Applicant, has satisfied the obligations specified in this Agreement, and that the issuing of a Letter of Support does not guarantee nomination by Manitoba.
- 2.5 The Applicant must continue to satisfy all of the obligations specified in this Agreement following nomination by Manitoba. Failure to continue to satisfy these obligations may result in the withdrawal in writing of the Certificate of Nomination by Manitoba.
- 2.6 The Applicant acknowledges that, even if Manitoba nominates the Applicant for permanent resident status, the final decision regarding admission to Canada as a permanent resident will be made solely by Canada, and Manitoba has no authority regarding whether Canada will grant permanent resident status to the Applicant or any accompanying family members.
- 2.7 The Applicant shall:
 - (a) within thirty (30) days of the Date of Arrival, attend an arrival meeting with Program staff in the City of Winnipeg in the Province of Manitoba, confirm the identity of the Applicant in a manner satisfactory to the Program, and provide Program staff with

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- the residential address and telephone number of the Applicant within the Province of Manitoba, as well as any other information that the Program staff may require;
- (b) Submit Progress and Final Reports as required by the Program, all of which shall be in such form and content as is acceptable to the Program;
 - (c) Purchase/establish and operate a **Business Type** Business **inside/outside of the Winnipeg Metropolitan Region** for no less than six (6) months immediately prior to submitting the Final Report to the Program;
 - (d) no later than twenty (20) months after the Date of Arrival, submit a Final Report to the Program in such form and content as is acceptable to the Program;
 - (e) make an eligible Investment of not less than **\$xxxxxxx** dollars (in Canadian funds) in establishing or purchasing the Business, in accordance with Schedule A to this Agreement;
 - (f) continue to own, control and financially support the Business at all material times;
 - (g) operate the Business on a day-to-day basis for the purpose of generating profits;
 - (h) attend at the premises of the Business on a regular basis to provide active and ongoing day-to-day management and direction of the Business;
 - (i) reside in the Province of Manitoba within one hundred (100) kilometres of the Business, and remain in the Province of Manitoba, for at least eighty percent (80%) of the time following the Date of Arrival;
 - (j) comply with all applicable federal, provincial and municipal statutes, regulations and bylaws in establishing, purchasing and operating the Business, including but not limited to all provincial employment standards legislation;
 - (k) obtain all necessary licenses and permits to establish and operate the Business;
 - (l) obtain appropriate independent advice from professionals who are familiar with the laws of the Province of Manitoba with respect to establishing, purchasing or operating the Business;
 - (m) provide such proof as may be required by the Program that neither the Applicant nor the Business are the subject of bankruptcy proceedings, insolvency or dissolution at the time the Applicant submits the Final Report to the Program; and
 - (n) provide the Program with and permit the Program to inspect any information or documents with respect to the Business, including audited financial statements, payroll, tax records and the physical premises of the Business, which the Program may request or which may be required by the Program to determine whether the Applicant has satisfied the obligations specified in this Agreement.

3.0 Job Creation Requirements

- 3.1 The Applicant shall ensure that the Business creates a minimum of one (1) new FTE Job in the Province of Manitoba, which shall be continuously staffed for at least six (6) months by one (1) or more Canadian citizens or permanent residents of Canada who reside in the Province of Manitoba and are not a spouse or dependent of the Applicant, prior to the Applicant submitting the Final Report to the Program.
- 3.2 If the Business is established through the purchase of an existing business or franchise by the Applicant, the Applicant shall demonstrate that the Business has maintained the number of FTE Jobs already existing in the Business at the time of its purchase by the Applicant for at least six (6) months prior to the Applicant submitting the Final Report to the Program.

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4.0 Request for Change of Business

4.1 If the Applicant wishes to establish or purchase a business other than that which is specified in paragraph 2.7(c) of this Agreement, the Applicant shall make a written request to the Program for a Change of Business. Following receipt of such written request, Manitoba may consider the request on the basis of the same criteria that the Program applied in assessing the original Application, provided that:

- (a) Manitoba is under no obligation to approve a Change of Business, and any decision regarding whether to approve a Change of Business will be at the sole discretion of Manitoba;
- (b) any request by the Applicant for a Change of Business shall be supported by such information and documents as may be required by the Program, in such form and content as is acceptable to the Program;
- (c) Manitoba will not consider a request for a Change of Business that may decrease the amount of the Investment, or alter any of the commitments made by the Applicant in the Application which would have reduced the Expression of Interest points earned by the Applicant;
- (d) Manitoba will only consider a request for a Change of Business if it is received within twelve (12) months following the Date of Arrival; and
- (e) no more than one (1) request for a Change of Business will be considered by Manitoba.

5.0 Request for Extension

If the Applicant is unable to fulfill all of the obligations specified in this Agreement, within the time periods specified in this Agreement, the Applicant shall make a written request to the Program for an extension of time.

Manitoba may consider the issuance of a second Letter of Support provided that:

- (a) Manitoba is under no obligation to consent to an extension or provide a second Letter of Support, and any decision regarding whether to consent to an extension or provide a second Letter of Support will be at the sole discretion of Manitoba;
- (b) any request for an extension shall be supported by such information and documents as may be required by the Program, in such form and content as is acceptable to the Program;
- (c) Manitoba will only consider a request for an extension if it is received at least thirty (30) days prior to the expiration of the Work Permit; and
- (d) the Applicant acknowledges that even if Manitoba provides a second Letter of Support, the final decision regarding any extension of the temporary resident status and Work Permit of the Applicant will be made solely by Canada, and Manitoba has no authority regarding whether Canada will extend the temporary resident status or Work Permit of the Applicant.

6.0 Representations

6.1 The Applicant acknowledges that all information provided to Manitoba by the Applicant is accurate, correct and truthful, and Manitoba may rely upon the information provided by the Applicant, including the information contained in the Application, in issuing the Letter of Support and the Certificate of Nomination.

6.2 The Applicant acknowledges that the provision of any inaccurate, false or misleading information to Manitoba by the Applicant shall result in a refusal to issue a Certificate of Nomination, or if one has already been issued, withdrawal of the Certificate of Nomination.

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- 6.3 The Applicant acknowledges that any information provided to the Applicant by the Program has been provided for the purpose of information only and not as advice.
- 6.4 The Applicant acknowledges that the issuing of a Certificate of Nomination by Manitoba does not constitute any promise, assurance or endorsement of the merits, feasibility, potential or commercial viability of the Business.
- 6.5 The Applicant acknowledges that the issuing of a Certificate of Nomination by Manitoba does not constitute any promise or assurance of the ability of the Applicant to obtain any licenses or permits necessary to establish, purchase or operate the Business.

7.0 Preamble and Schedules

The preamble to this Agreement and all Schedules hereto shall form part of this Agreement. In any conflict between the main body of this Agreement and either the preamble or one of the Schedules hereto, the main body shall govern.

8.0 Entire Agreement

- 8.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof, and replaces each and every existing agreement between the Parties, whether express, implied or statutory. There are no representations, warranties, covenants, terms, conditions, promises, undertakings or collateral agreements between the Parties, whether express, implied or statutory, other than expressly set forth in this Agreement.
- 8.2 The Applicant will neither advance nor authorize to be advanced, and hereby agrees that the Applicant will be estopped from advancing, any claim or other proceeding based upon or that would in law be predicated on, the existence of any representation, warranty, covenant, term, condition, promise, undertaking or collateral agreement between the Parties, whether express, implied or statutory, other than expressly set forth in this Agreement.

9.0 Consent

Wherever the consent or approval of Manitoba is required by this Agreement, such consent or approval shall be valid only if it is confirmed in writing by a representative for Manitoba authorized for that purpose.

10.0 Time of the Essence

Time shall be of the essence of this Agreement with respect to the obligations of the Applicant.

11.0 Termination

If Manitoba, in its sole discretion, determines that the Applicant is in breach of any term of this Agreement, or that the Applicant has failed to fulfill any of the obligations specified in this Agreement, within the time periods specified in this Agreement, Manitoba may terminate this Agreement, notify Canada that this Agreement has been terminated and take such further action pursuant to the Act and the Regulations as Manitoba may determine appropriate.

12.0 No Assignment

The Applicant shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement.

13.0 Governing Law, Reference to Legislation

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. The Parties to this

Initials: _____

Agreement hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.

13.2 Any reference in this Agreement to the Act also includes the Regulations, as such Act or Regulations may from time to time be amended, modified, replaced or re-enacted.

14.0 Severability

In the event that any provision of this Agreement is for any reason found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

15.0 Amendment

All amendments to this Agreement shall be consented to by Manitoba and reduced to writing and signed by the Applicant and on behalf of Manitoba by a representative for Manitoba authorized for that purpose.

16.0 Scanned Signatures

This Agreement, any amending agreement, and any related documents to be provided under this Agreement shall be deemed received when they are signed and delivered by one Party in the form of a scanned portable document format (pdf) that is attached to an electronic mail (email) to the other Party, provided that the original signed copy of this Agreement, Amending Agreement or related document is forthwith delivered by the one Party to the other Party.

17.0 Notice

Any notice, or other communication required to be provided in writing under this Agreement, shall be addressed as follows:

(a) IF TO MANITOBA:

Manitoba Provincial Nominee Program

7th Floor, 213 Notre Dame Avenue
Winnipeg, Manitoba, Canada R3B 1N3

(b) IF TO THE APPLICANT: (Print your name and address)

18.0 Acknowledgement and Declaration

The Applicant acknowledges:

(a) that he/she understands this Performance Agreement and that he/she has obtained independent legal advice, consulted with advisors and/or translation services to the extent necessary;

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- (b) that he/she fully understands the terms and provisions of the Agreement and the nature and effect of the obligations of the Applicant under the Agreement, including the possible consequences if the Applicant fails or neglects to perform such obligations; and
- (c) that the Applicant is entering into the Agreement and undertaking the obligations under the Agreement freely and voluntarily without pressure or influence, or the fear thereof, from or by any person.

19.0 Consent to Collection and Disclosure of Information

The Applicant hereby consents to the collection by the Program of any personal, financial or other information or documents with respect to the Applicant or the Business which may be required by the Program to determine whether the Applicant has satisfied the obligations specified in this Agreement, and the Applicant consents to the disclosure to the Program of any personal, financial or other information or documents with respect to the Applicant or the Business by any person, department, agency or organization, including any federal, provincial, municipal or other local authority, or any financial institution or private entity which has conducted business with the Applicant or the Business, and the Applicant further consents to the disclosure by the Program of any personal, financial or other information or documents with respect to the Applicant or the Business to any person, department, agency or organization for the purpose of determining whether the Applicant has satisfied the obligations specified in this Agreement.

THE PARTIES HERETO HAVE EACH SIGNED THIS AGREEMENT ON THE DATES NOTED BELOW.

FOR MANITOBA:

Date: _____

Name:
Title of Office: Acting Manager
Immigration Pathways Division
Department of Advanced Education, Skills & Immigration

APPLICANT: LAST NAME, First Name
PBXX-000XX

Date: _____

Signature

WITNESS:

Date: _____

Name:

Address:

Phone Number:

Email Address:

SCHEDULE A

Investment Eligibility Criteria

A. Eligible Expenditures

The purchase of:

- a) an existing business already in operation in the Province of Manitoba, by way of either a share purchase agreement or an asset purchase agreement; or
- b) an existing franchise already in operation in the Province of Manitoba, by way of a franchise agreement; or
- c) Tangible Assets, for the purpose of establishing or operating the Business in the Province of Manitoba; or
- d) Services related to leasehold improvements and start-up costs such as legal services, permits and licenses, for the purpose of establishing or operating the Business in the Province of Manitoba.

B. Specific Eligibility Criteria

1. The amount of the Investment specified in paragraph 2.7(e) of this Agreement shall be transferred by the Applicant from a foreign jurisdiction to the Province of Manitoba and be expended out of the personal resources of the Applicant.
2. The Applicant shall hold and control at least thirty-three and one third percent (33.33%) of the equity in the Business or, if the Applicant does not hold and control at least thirty-three and one third percent (33.33%) of the equity in the Business, the Applicant shall make an equity investment in the Business of at least one million dollars (\$1,000,000.00), notwithstanding the amount specified in paragraph 2.7(e) of this Agreement.
3. All incorporated businesses should be incorporated either with the Province of Manitoba or Federal Government of Canada.
4. Any shares in the Business controlled by the Applicant shall be Class A, voting and non-redeemable.
5. If the Investment is made in a business that is newly established by the Applicant, the total amount of the Investment specified in paragraph 2.7(e) of this Agreement shall be expended on tangible assets and start-up costs such as legal services, permits and licenses.
6. The Program will determine, in its sole discretion, the eligibility of any goodwill. If the Investment is made in an existing business or franchise, the value of goodwill will not be considered eligible as an Investment unless the Applicant can support the valuation of the goodwill by providing a business valuation report issued by a Canadian chartered accountant or chartered business valuator. If eligible, the value of the Investment in goodwill will be limited to a maximum of thirty percent (30%) of the amount specified in paragraph 2.7(e) of this Agreement.

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7. Working capital will not be considered eligible as an Investment, with the exception of the purchase of start-up inventory which is essential to the Business. The Program will determine, in its sole discretion, the eligibility of any inventory purchased, based on the industry, size and scope of the Business and the type of inventory purchased. If eligible, the value of the Investment in inventory will be limited to a maximum of six (6) months' worth of inventory in conformity with industry average. However, if the investment is made in an existing business or franchise, the value of investment in inventory will be limited to a maximum of three (3) months' worth of inventory in conformity with industry average.
8. The purchase of a motor vehicle will not be considered eligible as an Investment unless the purchase of the vehicle is essential to the Business. The Program will determine, in its sole discretion, if a vehicle is essential to the Business. If eligible, the value of the Investment in a vehicle will be calculated as the lesser of either the total purchase price of the vehicle or thirty thousand dollars (\$30,000.00).
9. The purchase of real estate will not be considered eligible as an Investment unless the purchase of real estate is essential to the Business. The Program will determine, in its sole discretion, if a purchase of real estate is essential to the Business. If eligible, the value of the Investment in real estate will be calculated as the lesser of either the total purchase price of the real estate or seventy-five thousand dollars (\$75,000.00).
10. Cash or cash equivalents, including but not limited to cash identified as current assets in the financial statements of the Business, will not be considered eligible as an Investment.
11. A maximum of three (3) months of operating expense will be considered Eligible as Investment. The operating expense must have been incurred and been paid for in the normal operation of the Business for the purpose of generating active business income.
12. Personal property such as residential real estate or personal vehicles etc. will not be considered eligible as an Investment.
13. The following types of businesses are not eligible as Investments:
 - a) businesses operated primarily for the purpose of deriving passive income such as rent, interest, dividends or capital gains, including a business prohibited by subsection 87(6)(a) of the Regulations;
 - b) immigration-linked investment schemes, as that term is defined in subsection 87(9) of the Regulations;
 - c) businesses established or purchased by another Program applicant or nominee within the previous seven years from the date of this Agreement;
 - d) businesses that are considered ineligible by the Program; and
 - e) businesses which include a share redemption or buy back option.

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