

THE INSTITUTE OF
CERTIFIED MANAGEMENT CONSULTANTS
OF MANITOBA

CONSTITUTION AND BY-LAWS

October 2006

INTRODUCTION

The Institute of Certified Management Consultants of Manitoba (ICMCM) was first incorporated under a Province of Manitoba Charter in 1977 as a non-profit organization, The Management Consultants Association of Manitoba. In 1986, the Legislative Assembly of Manitoba passed an Act (C47) respecting the Institute of Certified Management Consultants of Manitoba.

The purpose of the ICMCM is to foster and promote the development and acceptance of the profession of management consulting and to promote excellence in the practice of the profession for the benefit of members, clients and the community at large.

The goals of the Institute are to:

1. Develop and maintain accreditation standards governing entry into and sustained membership in the Institute.
2. Develop and enforce standards of professional consulting practice and ethical behaviour.
3. Facilitate personal professional development of members.
4. Promote full awareness and preferred utilization of CMC's in the market place.
5. Develop and maintain the membership of the Institute.
6. Ensure organizational development and efficient and accountable management of the affairs of the Institute.

THE INSTITUTE OF CERTIFIED MANAGEMENT CONSULTANTS OF MANITOBA

BY-LAWS

1.0 INTERPRETATION

In these By-laws, unless the context otherwise requires:

"Institute" shall mean "The Institute of Certified Management Consultants of Manitoba";

"Member" shall mean a person who is admitted to membership in this Institute pursuant to these By-laws and where the term "Member" or "Members" is used, it refers to Regular Members, Life Members, Fellows, and Non-Practising Members of the Institute;

"Council" shall mean the properly elected or appointed Council as provided in these By-laws for the management of the affairs and business of the Institute;

"management consulting" means investigating and identifying management problems and recommending and helping to implement solutions to such problems in the management of business, government, community and other organizations, including without limiting the generality of the foregoing, problems of:

- i. production management;
- ii. marketing management;
- iii. human resources management;

- iv. financial management;
- v. management accounting;
- vi. operations research;
- vii. information processing;
- viii. economics;
- ix. long range planning; and
- x. general management.

"management consultant" shall include a person qualified by background and experience, whose principal activity is the practice of management consulting as defined, who arrives at his/her recommendations through systematic analysis of facts and the application of objective judgement based on specialized knowledge and skill with due regard for and understanding of inherent human relations.

"Certified Management Consultant" shall mean a management consultant who is a member of the Institute and holds a class of membership as is permitted by the by-laws of the Institute to use the designation "Certified Management Consultant" or "Conseiller en administration agréé" and to use after his or her name the initials "C.M.C." or "C.A.A." He/she is required to have experience and proficiency in at least one of the following areas of management: production management; marketing management; human resources management; financial management; information management; strategic planning or other areas, which might be approved by Council from time to time.

In construing these By-laws, reference shall be made to the Manitoba Corporations Act and The Institute of Certified Management Consultants of Manitoba Act. Words and expressions used in the By-laws, so far as the context does not otherwise require, shall have the same meaning as would be the case when used in those Acts.

2.0 MEMBERSHIP

2.1 Qualifications for admission to the PROSPECTIVE CMC category are:

- a) primary engagement (1200 hours per year) in the professional practice of management consulting (practice management and administration are included in the 1200 hours), in Manitoba, or in such other jurisdiction as Council shall from time to time recognize, continuously for the six month period immediately prior to the date of application for membership in the PROSPECTIVE category; AND
- b) a degree from a recognized university or equivalent professional qualifications as may be approved by Council from time to time.
- c) In addition to the Association's application for membership, all prospective CMC's will sign a Statutory Declaration form as set out by Council.

2.2 Notwithstanding clause 2.1, Council may consider applications from and admit to the PROSPECTIVE CMC category, management consultants who do not meet all the listed qualifications but because of their management consulting skills, abilities and recognized achievements in the management consulting field may be admitted to the PROSPECTIVE CMC category.

2.3 If a member has been admitted through clause 2.2, additional years of experience and/or prospective membership may be required at the discretion of Council in lieu of post-secondary education.

2.4 Qualifications for admission to the FULL CMC category are:

- a) primary engagement (1200 hours per year) in the professional practice of management consulting (practice management and administration are included in the 1200 hours), in Manitoba, or in such other jurisdiction as Council shall from time to time recognize, continuously for the six month period immediately prior to the date of application for membership; AND
 - b) a degree from a recognized university or equivalent professional qualifications as may be approved by Council from time to time; AND
 - c) three years of management consulting experience, including the most recent 12 months. All qualifying years of experience must meet qualification a) above.
 - d) successful completion of qualifying examinations as may be established by Council from time to time. A candidate may attempt each examination no more than three times and shall complete all examinations within the immediately preceding five-year period. Notwithstanding these requirements, Council may extend the number of attempts, or the period for completion, or both, for a candidate, as it deems appropriate; AND
 - e) approval of FULL CMC status by the Council of the Institute.
- 2.5 Notwithstanding clause 2.4, Council may consider applications from and admit to the CMC category, management consultants who do not meet all the listed qualifications but because of their management consulting skills, abilities and recognized achievements in the management consulting field may be admitted to the CMC category.

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- 2.6 A FULL CMC shall retain his/her professional designation when he/she ceases to be primarily engaged in the professional practice of management consulting provided he/she continue to pay all fees and dues and to abide by the Uniform Code of Professional Conduct and By-laws of the Institute.
- 2.7 Regarding reciprocity granted to members from other jurisdictions, the following shall apply:
- a) Council shall, without question, accept the transfer into ICMCM, members of another Institute of Certified Management Consultants in Canada or from a foreign Institute with which ICMCM or the national body with which ICMCM has an affiliation agreement has established reciprocity, into the same membership category as the transferring individual held in that Institute, providing the individual is a member in good standing of that Institute and pays prescribed transfer and membership fees.
 - b) Notwithstanding clause 2.7 a), if ICMCM does not have the membership category the transferring individual held in the Institute from which he/she is transferring, that member must meet qualifications for an existing membership category of ICMCM in order for reciprocity to be granted.
- 2.8 Periods of sickness or disability will not affect status of membership. If a member is sick or disabled for a prolonged period, the Institute reserves the right to verify that absence from active practice was due in fact to illness and to make appropriate decisions.
- 2.9 Notwithstanding clause 2.8, any person who does not practice as a management consultant for ten or more years must notify Council

- upon resumption of primary engagement in management consulting. Council may establish such conditions, as it deems appropriate for both practising members and for members resuming practice after ten or more years. Such conditions would assure currency and competency in the practice of Management Consulting.
- 2.10 To apply for membership, an applicant shall file with the Registrar of the Institute the application for membership prescribed by Council from time to time. The Registrar shall refer all applications for membership to the Certification Committee. The Certification Committee shall ascertain whether the applicant has complied with the membership requirements outlined in these or any other rules or requirements enacted by Council from time to time and then shall make its recommendation to the Council. The Council shall decide admission to membership and such decision communicated to the applicant within thirty (30) days.
- 2.11 Should an applicant be refused membership, he/she may request a hearing with Council as per Section 8 (1) of the Act.
- 2.12 A new member shall pay to the Institute the proportionate amount of any fees, dues or assessments for the current fiscal year as determined by the Council. Upon approval as a FULL CMC, the member shall pay the prescribed initiation fee
- 2.13 By becoming a member of the Institute, each member accepts the By-laws and the Uniform Code of Professional Conduct of the Institute and agrees to abide by them and to any changes, which are made in them from time to time. Each member further agrees that any action taken or hearing held to censure, suspend, terminate or expel a member is within the authority and competency of the Council.

- 2.14 The Council may from time to time levy annual dues and assessments as they may determine to be required for the purpose of the Institute.
- 2.15 Any member may withdraw from the Institute by delivering to the Registrar a written resignation. Such resignation shall be effective upon delivery thereof and receipt of full payment of any outstanding monies owed to the Institute.
- 2.16 A member who withdraws from the Institute and was a previous member in good standing with the Institute or has met the requirements of a discipline order, if one exists, may re-establish membership by:
- Completing and submitting the Application for Reinstatement and the Statutory Declaration forms approved by the Institute to ICMCM or the national body with which ICMCM has an affiliation agreement;
 - Successful completion the on-line ethics course approved by the Institute;
 - Payment of up to three past years full membership dues (at the discretion of the Institute), plus the current year's dues.

Council shall review the applicant's résumé and engagement summaries for the suspended period and may establish additional conditions for reinstatement, as it deems appropriate from time to time.

- 2.17 NON-PRACTICING MEMBERS – shall be any person who was previously a practicing member who is no longer engaged in the full time practice of Management Consulting and who has satisfied the following requirements:
- Has been a member in good standing for 12 months preceding

- application for non-practicing status.
- is not practicing Management Consulting or being compensated in any way for the provision of Management Consulting services;
 - Has paid the prescribed fees for this category.
 - Non-Practicing Members may continue to use the designation CMC and Certified Management Consultant and must adhere to the Institute's By- Laws.
 - ~~a) Non-Practicing Members may not vote, hold office or be Councilors.~~
 - If transferring to another Institute, they must reinstate regular membership status prior to making application to transfer.
 - ~~f) Non-Practicing Members are not required to submit CPD points Non-Practicing Members must advise the institute within 10 days if they return to Management Consulting and pay full regular dues beginning in the month their status changed.~~

3.0 HONOURARY RECOGNITION

- 3.1 The Council may establish from time to time categories of honorary recognition including FELLOW, LIFE MEMBER AND HONOURARY MEMBER.
- 3.2 To be recognized as a FELLOW (FCMC) of the Institute, a member shall:
- be a FULL MEMBER (a CMC) at the time of the award;
 - command exceptional respect and merit in the performance of

his/her practice AND at least ONE of the following:

i. have performed outstanding service to the profession of Management Consulting through work on behalf of the ICMCM;

ii. made exceptional contributions to the community over a period of several years that bring credit to the profession of Management Consulting well beyond normal.

c) meet any other criteria for the award, which Council may establish from time to time.

3.3 To be recognized as a LIFE MEMBER of the Institute, a member shall:

a) have ten or more years of experience as a CMC; AND

b) be primarily retired from management consulting; AND

c) have made a worthy contribution to the profession of Management Consulting or to the ICMCM;

d) meet any other criteria for the award, which Council may establish from time to time.

3.4 To be recognized as an HONOURARY MEMBER of the Institute, a person shall:

a) NOT be a CMC; AND

b) NOT be engaged in the practice of management consulting; AND

c) be not otherwise a member of the Institute; AND

d) have performed distinguished service to the profession and science of Management; AND

e) meet any other criteria for the award, which the Council may establish from time to time.

3.5 The process for nomination of honoured members (FELLOW, LIFE MEMBER and HONOURARY MEMBER) shall:

a) be initiated by a Fellows Committee which will issue a call for nominations at appropriate times;

b) have the Committee recommend to Council those who meet the criteria following Committee review;

c) conclude with the ICMCM Council deciding and making the awards.

3.6 The ICMCM will recognize and grant equivalence of title to FELLOWS, LIFE MEMBERS and HONOURARY MEMBERS transferring from another Institute of Certified Management Consultants in Canada or from a foreign institute with which the Institute of Certified Management Consultants of Canada has established reciprocity.

4.0 USE OF THE CMC DESIGNATION ITS DERIVATIVE PHRASES AND THE CMC LOGO

4.1 Members in good standing in the FULL CMC category may use the CMC designation, the phrase "Certified Management Consultant", and the phrase "Conseiller en Administration Agréé" and the CMC

logo, provided these are used in accordance with any visual identity guidelines approved by ICMCM from time to time.

- 4.2 Members in the PROSPECTIVE category may not use the CMC designation, the phrase "Certified Management Consultant", the phrase "Conseiller en Administration Agréé" nor the CMC logo.
- 4.3 A firm of management consultants may refer to itself as a firm of "Certified Management Consultants" or "Conseillers en Administration Agréés" in Manitoba and may use the CMC logo, provided these are used in accordance with any visual identity guidelines as may be established by the national body with which ICMCM has an affiliation agreement if, and only if:
 - a) All of its practising owners are Certified Management Consultants and members of the provincial or regional Institute(s) having jurisdiction in the province(s) in which they practice; AND
 - b) At least one of its practising owners resides and practises in Manitoba and is a member of ICMCM; AND
 - c) All of its client assignments are accepted, supervised, and reviewed by Certified Management Consultants (who may, but need not, be owners); AND
 - d) Its practising owners hold all of the voting rights outstanding from time to time under the charter, bylaws or other constitutive documents governing the firm.

For purposes of this definition, but subject to applicable laws in the Province of Manitoba, a "firm" may be a proprietorship, a partnership (limited or general), a business corporation or a professional corporation, and "owner" shall include a proprietor, a

partner or a shareholder. For greater certainty, "practising owner" means an owner practising in the firm of which he or she is owner or an owner and, if any owner of a firm is not an individual, then "practising owner" means the individual practitioner(s), if any, practising in the firm as the representative(s) of that owner. A sole practitioner may not use the words "Certified Management Consultants" in plural form.

- 4.4 Firms using the phrase "Certified Management Consultants" must do so in accordance with the "Guidelines on the Use of the CMC Designation", as may be established from time to time by ICMCM and/or the national body with which ICMCM has an affiliation agreement.

5.0 DISCIPLINARY PROCEDURES

- 5.1 Where a written complaint is made to the Council or in an instance where the Council has reasonable grounds to believe that a member has been guilty of professional misconduct or has contravened a provision of the Act or the By-laws of the Institute, the Council shall convene a Complaints Committee to investigate and rule upon the complaint.
- 5.2 The Complaints Committee shall be chaired by the Past President of the Institute who shall appoint two members-at-large as committee persons. Such members-at-large must be members in good standing and may not currently hold a position on Council. No member of the Committee shall sit to consider any matter in which he or she or a member of his/her firm is the complainant or the member whose conduct is in question.
- 5.3 The Complaints Committee shall acknowledge receipt of the complaint, in writing, to the complainant and may request such

- additional information as it deems necessary to substantiate the complaint.
- 5.4 The Complaints Committee shall advise the member, in writing, of the substance of the complaint and shall request a written reply to the allegations within twenty-one (21) days.
- 5.5 The Complaints Committee shall conduct a preliminary review of the complaint together with the member's reply and may conduct such further investigation it deems appropriate. Either the Committee will determine whether there is sufficient substance to the complaint to warrant a formal hearing and will recommend to the Council that the complaint be dismissed or that a formal hearing be conducted.
- 5.6 Where the Council determines that a formal hearing be conducted upon a complaint against a member, such hearing shall be conducted as provided in Section 9 of the Act. No member of the Council shall sit to consider any matter in which he or she or a member of his/her firm is the complainant or the member whose conduct is in question. Such hearing shall constitute a special meeting of the Council. Upon decision of the Council, the parties shall be advised in writing. Where the Council is, of the opinion that a formal hearing is not required, the complaint shall be dismissed and the complainant and the member complained against shall be so advised.
- 5.7 An appeal from a decision of the Council shall be conducted as provided in Section 10 of the Act.
- 5.8 Professional misconduct, for the purposes of this section of the By-laws, shall mean conduct, which contravenes the Uniform Code of Professional Conduct.

- 5.9 In all disciplinary matters, confidentiality shall be maintained and such matters shall not be publicized or communicated to any person other than the parties concerned and the Council of the Institute. Apart from any published censure, no details of any matters brought before the Institute will be published except where the parties involved cannot be identified.

6.0 SUSPENSION AND EXPULSION OF MEMBERS

- 6.1 Any member whose membership fees, dues and/or assessments and/or any other amounts owing the Institute have not been received within 90 days of the date of the invoice may be subject to suspension or expulsion.
- 6.2 If a member is suspended or expelled, his/her certificate and seal are to be returned to the Registrar of the Institute.
- 6.3 A member who has been suspended or expelled from membership by a resolution of the Council may only be reinstated by a further resolution of the Council.
- 6.4 Council will notify members and the public of the suspension or expulsion of any member.

7.0 MEETINGS

- 7.1 The annual meeting of the members of the Institute shall be held at the head office of the Institute or elsewhere in Manitoba at such date, time and place as the Council may designate from time to time, but in any event at least once a year. At such meeting, the members shall elect members to Council and shall receive a report of the Council and of the Financial Review Committee for the Institute.

- 7.2 General meetings of members of the Institute may be convened at any time or at any place in Manitoba by order of the President or by resolution of the Council. The Secretary, upon the request of twenty-five (25%) percent of the members of the Institute, shall convene a general meeting of the members.
- 7.3 Not fewer than twenty-one (21) days' prior written or electronic notice shall be given to each member of any general meeting called to consider any amendment or repeal of any By-law, or introduction of new By-law, and not fewer than ten (10) days' prior written or electronic notice shall be given to each member of any annual or any other general meeting of members. Twenty-five (25%) percent of the members shall constitute a quorum for any annual or general meeting of the members of the Institute.
- 7.4 A written or electronic notice of any meeting of members shall state the place, date and time of such meeting and the general nature of the business to be transacted, and in the case of a proposal to amend, repeal or introduce a By-law, a written or electronic copy of any such amendments. By-laws to be repealed, or draft By-laws to be introduced, and such notice together with all relevant documents shall be transmitted or delivered by prepaid ordinary mail to each member, directed to the address of such member as appears on the books of the Institute.

The accidental omission to give notice of any meeting or the non-receipt of any notice by any member shall not invalidate any resolution passed or any proceedings taken at any meeting.

8.0 VOTING

- 8.1 Each member shall be entitled to one vote on all matters coming

before any meeting of members of the Institute. There will be no proxy voting.

- 8.2 At all meetings of members of the Institute, including Council meetings, every question shall be determined by a simple majority of votes cast at the meeting unless otherwise specifically provided by the Manitoba Corporations Act or by these By-laws.
- 8.3 Members shall be entitled to exercise their vote by a written ballot duly signed and delivered to the Secretary not less than twenty-four (24) hours before any meeting of members.

9.0 COUNCIL

- 9.1 The government and administration of the funds, properties and affairs of the Institute shall be vested in the Council. The Council shall have full power and authority to manage and control the affairs and business of the Institute, and, subject to the Manitoba Corporations Act and to confirmation at a general meeting of the members of the Institute, to enact By-laws of the Institute.
- 9.2 Meetings of the Council may be held at any place within Manitoba, including meetings held by conference call or other electronic means. The President or any two Councillors at any time may direct the Secretary to convene a meeting of the Council. Notice of the place, date and time of such meeting shall be delivered or transmitted electronically or mailed, at least two (2) days before the meeting is to take place. Such meetings may be held at any time without formal notice being given if all the Councillors are present or if a quorum is present and those Councillors who are absent have signified their consent.
- 9.3 A simple majority of Councillors shall constitute a quorum for

meetings of the Council.

- 9.4 A majority of votes shall decide questions arising at any meeting of Council unless otherwise expressly provided by these By-laws. The chairperson shall in no event cast a second vote.

10.0 COUNCILLORS

- 10.1 Council shall consist of not fewer than five (5) members, and not more than ten (10) members.
- 10.2 The officers of the Institute shall include the President, Vice-President, Past President, Secretary, Treasurer and Registrar.
- 10.3 The officers of the Institute, with the exception of the Past President, shall be elected to their respective offices. The remaining Councillors shall be elected to Council. All Council members shall be elected by ballot at the annual general meeting, in keeping with clause 8.3 of these By-laws, and with the procedures set forth by the Nominating Committee, as reflected in Rules and Regulations.
- 10.4 Council members shall be elected to their offices for a term of one (1) year, and shall be eligible for re-election to the same position.
- 10.5 The Council, after each annual general meeting of the Institute, shall internally appoint officers or other Councillors to Standing Committees (as reflected in Rules and Regulations), or to other committees that may be deemed necessary from time to time.
- 10.6 Council members and officers of the Institute shall continue in office until their successor is elected or appointed.

- 10.7 The Councillors shall be entitled to be reimbursed for proper expenses incurred by them in connection with the affairs of the Institute.

10.8 Protection of Councillors and Officers

Except as otherwise provided by law, no Councillor or officer for the time being of the Institute shall be liable for the acts, receipts, neglects or defaults of any other Councillor or officer or employee or for any loss, damage or expense happening to the Institute through the insufficiency or deficiency of title to any property acquired by the Institute or for or on behalf of the Institute or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Institute shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person including any person with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Institute or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of the Councillor's or officer's respective office or trust or in relation thereto unless the same shall happen by or through the Councillor's or officer's own wilful neglect or default. The Councillors and officers for the time being of the Institute shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Institute, except as shall have been submitted to and authorized or approved by the Council. If any Councillor or officer of the Institute shall be employed by or shall perform services for the Institute otherwise than as a Councillor or officer or shall have an interest in a person who is employed by or performs services for the Institute, this shall not disentitle such Councillor or officer or such person, as the case may be, from receiving proper remuneration for

such services.

10.9 Indemnification

Every Councillor or officers of the Institute or any other person who has undertaken or is about to undertake any liability on behalf of the Institute and his or her heirs, executors, administrators and other legal personal representatives shall, from time to time and at all times, be indemnified and saved harmless by the Institute from and against:

- a) Any liability and any costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her office or in respect of any such liability; and
- b) All other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Institute, provided that no Councillor or officer of the Institute shall be indemnified by it in respect of any liability, costs, charges or expenses that he or she sustains or incurs in any action, suit or other proceeding as a result of his or her own wilful neglect or default.

The Institute shall also indemnify any such person in such other circumstances as the law permits or requires. Nothing in this By-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law to the extent permitted by law.

10.10 Insurance

The Institute may purchase and maintain such liability insurance for

the benefit of its Councillors and officers as Council may from time to time determine.

10.11 Any Council member may be removed from Council for just cause by resolution of the Council at any time. Any vacancy shall be filled by resolution of the Council.

10.12 Unexcused absence of any Council member from two consecutive regular meetings of Council may result in removal of the member from position on Council.

10.13 The office of Councillor shall be automatically vacated if the Councillor:

- a) resigns from his/her office by delivering a written resignation to the Secretary of the Institute;
- b) is adjudged incompetent or mentally ill by a court of competent jurisdiction;
- c) ceases to be a member of the Institute or is suspended from such membership by disciplinary action.
- d) dies.

11.0 OFFICERS

11.1 The President shall be the chief executive officer of the Institute. He/she shall be responsible for determining that the objectives of the Institute are carried out, for maintaining general direction and control of the affairs of the Institute and supervising the implementation of the policies and programmes of the Council. Without limiting the generality of the foregoing, the President,

subject to any direction of the Council, shall be responsible for calling meetings of the Council as may be required for the purpose of reporting on the Institute activities and recommending policies and programmes, calling annual and general meetings of members of the Institute, presiding at all meetings of the Council and members, executing all deeds, documents and instruments which require his/her signature. He/she shall have such other power and duties as may from time to time be assigned to him/her by the Council.

- 11.2 The Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or disability of the President. The Vice-President shall also have such other powers and duties as may from time to time be assigned to him/her respectively by the Council.
- 11.3 The Past President shall chair the Complaints Committee and the Nominations Committee.
- 11.4 The Secretary shall issue or cause to be issued notices for all meetings of the Council and of members when directed to do so, shall have charge of the minute books of the Institute, and of the books and records of the Institute, may certify documents issued by the Institute and shall perform such other duties as the terms of his/her engagement call for or as the President or the Council may from time to time properly require of him/her.

The Secretary shall ensure that any Councillor may at any reasonable time inspect any of the minutes, books and records of the Institute at the place where the Secretary maintains them. Other members shall have the right to inspect minutes, books and records of general meetings of the Institute and documents placed before any meeting at any reasonable time at the place where the Secretary maintains them. The Councillors in their absolute

discretion may permit any non-member to inspect any of the minutes, books and records of the Institute.

The Treasurer shall have the care and custody of all the funds and securities of the Institute and shall deposit the same in the name of the Institute in such bank or banks or with such depository or depositories as the Council may direct. Unless otherwise provided by resolution of Council, he/she shall sign all cheques, drafts, notes and orders for the payment of money, and he/she shall pay out and dispose of the same under the direction of the Council. He/she shall at all reasonable times exhibit his/her books and accounts to any Councillor of the Institute upon application at the office of the Institute during business hours.

- 11.5 The Registrar shall be responsible for the care of the register of members, for liaison between the Institute and its members, and for coordination between Council and committees on all official matters relating to membership. Other members and the public shall have the right to inspect the register of members at any reasonable time at the place where the Registrar maintains them.

12.0 EXECUTION OF DOCUMENTS

Contracts, documents or any instruments in writing requiring the signature of the Institute shall be signed by any two of the President, the Past President, the Vice-President, the Secretary, Treasurer, and the Registrar and all contracts, documents and instruments in writing so signed shall be binding upon the Institute without any further authorization or formality. The Council shall have power from time to time by resolution to appoint other officers to sign contracts, documents or instruments in writing.

13.0 HEAD OFFICE

The Head Office of the Institute shall be located at Winnipeg in the Province of Manitoba, Canada, at the place therein where the business of the Institute may from time to time be carried on.

14.0 AUDITOR

The members at each annual meeting shall appoint a Financial Review Committee of not less than two members who are not members of Council to conduct a review the accounts of the Institute.

15.0 BORROWING BY INSTITUTE

15.1 The Council of the Institute may from time to time:

- a) Borrow money upon credit of the Institute;
- b) Limit or increase the amount to be borrowed;
- c) Issue debentures or other securities of the Institute;
- d) Pledge or sell such debentures or other securities for such sums and at such prices as may be deemed expedient;
- e) Mortgage, hypothecate, charge or pledge all or any of the real and personal property, undertaking and rights of the Institute to secure any such debentures or other securities or any money borrowed or any other liability of the Institute; and
- f) By resolution delegate to the President and the Treasurer or to any two officers of the Institute all or any of the powers conferred on the Councillors by this clause 15.1 to the full

extent thereof or such lesser extent as the Institute may in any such resolution provide.

The powers conferred by this clause shall be deemed to be in supplement and not in substitution for any powers to borrow money on bills of exchange or promissory notes for the purposes of the Institute possessed by the Council or officers independently of these By-laws.

16.0 UNIFORM CODE OF PROFESSIONAL CONDUCT

The purpose of this Uniform Code of Professional Conduct (the "Code") is to identify those professional obligations that serve to protect the public in general, the client in particular, and the reputation of the profession of Certified Management Consultants (the "Profession"). The Code also clearly identifies the Institute's expectations of Members with respect to the Profession and to other Members of the Institute.

Members are bound by the terms of this Code and acknowledge that a breach of this Code may lead to disciplinary action, as set out in Section 16.1 c) ii below.

16.1. RESPONSIBILITIES TO THE PUBLIC**a) Legal**

- i. Members shall be aware of, and comply with, all applicable legislation and laws at all times.
- ii. Members shall not cause any person or persons to contravene any applicable legislation or laws at any time.
- iii. Members shall not serve or act on behalf of any person or persons who cause(s) or will cause them to contravene any applicable legislation or laws at any time.

b) Representation

- i. Members shall not make public statements on behalf of the Institute or its Members unless authorized in writing to do so.
- ii. Members asked by another person or party to make a representation on behalf of Institute or its Members shall, as appropriate, either:
 - refer the request to a designated spokesperson(s) of the Institute; or
 - ask the Institute for written authorization.
- iii. Members who wish to speak on behalf of the Institute or its Members shall secure the proper written authorization before doing so.

c) Public Protection

- i. The public has the right to have confidence in Members (individually and collectively), and therefore, any actions of the Member that jeopardize such trust will be considered “acting in a manner unbecoming to the Profession”, including:
 - ◆ a violation of any applicable legislation or laws;
 - ◆ a breach of this Code; or
 - ◆ any actions inside or outside of the context of the Profession that may be, or may be perceived to be, detrimental to the Profession.
- ii. Members who breach this Code shall be liable for suspension or expulsion from membership in the Institute, or other penalties, in accordance with the terms of the disciplinary procedures of the Institute, which disciplinary procedures are part of the Bylaws of the Institute.

16.2. RESPONSIBILITIES TO THE PROFESSION

a) Knowledge

- i. Members shall maintain their knowledge and understanding of this Code and the Common Body of Knowledge, including any amendments or updates to it.
- ii. Members shall develop their skills and knowledge beyond the fundamentals described in the Common Body of Knowledge, particularly in their area(s) of preferred practice, to a level that is consistent with the needs of their clients and comparable to the services provided by other consultants in the same field.

b) Self Discipline

- i. Members shall strive to discipline themselves to maintain the high standards of professional and ethical practice reflected in this Code.
- ii. Members have the right to trust that other Members will conduct themselves appropriately, and therefore, any actions, which mitigate that trust, will be considered acting in a manner unbecoming to the Profession.
- iii. Members who act in a manner unbecoming to the Profession are subject to being reported to the Institute by other Members.
- iv. Members shall report to the Institute, and/or encourage those clients or members of the public affected to so report, the behaviour of any Member they perceive to constitute acting in a manner unbecoming to the Profession.

c) Responsibilities for Others

- i. In addition to being responsible for their own advice and actions, Members shall ensure that any and all management consultants, who work under their leadership on consulting assignments, understand and comply with this Code. These management consultants include the Member’s peers, employees and/or subcontracted associates.

- ii. Members shall be responsible for any breach of this Code reported to the Institute with respect to any Member of his or her consulting team and will be liable to the same actions and consequences that would apply if the Member alone failed to comply with the Code where it is determined that the Member was aware, or ought to have been aware, of the breach.

d) Image

- i. Members shall ensure that their behaviour is consistent with and reinforces a positive public image of the Profession.
- ii. Members shall ensure that their activities will not conflict or be seen to conflict with their integrity, objectivity or independence.
- iii. Members shall ensure that their physical and emotional state is consistent with the requirements of client work, particularly when developing or providing professional advice.
- iv. Members shall ensure that all their business affairs as consultants and otherwise shall comply with all applicable legislation and laws, as well as this Code.

16.3. REVIEW OF A MEMBER'S WORK

- a) A Member's work shall be deemed to be under critical review if a client, or the client's representative or advisor, asks another Member to review and comment on any of the Member's written reports, memoranda or working files.
- b) Members shall not accept a request to conduct a review of another Member's work if they have a conflict of interest.
- c) Members shall inform other Members in writing whose work they have been asked to review.

- d) The results of a review of a Member's work shall be communicated with the Member in question unless such discussion would jeopardize client confidentiality or other obligations to the client.
- e) At the request of the Institute's Discipline Committee, the Institute may request one or more Members to review the work of another Member. In such cases, the Discipline Committee shall establish the terms of reference for the review.

16.4. RESPONSIBILITIES TO THE CLIENT

- i. Subject to compliance with applicable legislation and this Code, Members shall recognize the interests of the client organization, overall, as paramount in every assignment.
- ii. Members shall not promote services, accept engagements, conduct work or provide advice to clients that is in any way to the Member's advantage or potential advantage while to the client's, or the public's, disadvantage or potential disadvantage.
- iii. Members shall not accept or conduct work that is in the interest of any individual or group within the client organization if the work would, in any way, be detrimental or not serve the best interests of the overall organization.
- iv. Members shall not accept or conduct work that is in the interest of any individual or group external to the client organization if the work would, in any way, be detrimental or not serve the best interests of the overall organization.
- v. Members shall always provide objective and independent advice. Members must not allow their objectivity and independence to be influenced by any individual or group within or external to the client organization.

- vi. Members shall not guarantee specific quantitative results that are beyond their direct control.
- vii. Members shall respond to client requests for quantification of intended benefits or results, or for risk-sharing approaches where the total fees for the member will be related to the benefits or results realized, by specifying as a minimum:
 - ◆ the client's responsibilities related to the intended benefits or results;
 - ◆ identifying the risks and assumptions associated with realizing the intended benefits or results;
 - ◆ identifying the measures to be used; and,
 - ◆ clearly communicating these elements to the client.

a) Business Development

- i. Members shall not criticize other Members, directly or indirectly, either in an attempt to secure business or in any other aspect of their professional work.
- ii. Members shall not participate in misleading advertising, pressure tactics or other unprofessional methods of obtaining business.

b) Competence

- i. Members shall not present themselves as qualified to conduct an assignment without having both the relevant education and practical experience to do so.
- ii. Members shall not undertake assignments for which they do not have relevant qualifications, including education and experience, even if a client, aware of this limitation, specifically requests that they do so.

- iii. Members shall specify in writing their relevant qualifications and those of any and all other management consultants proposed for engagement.
- iv. Members shall describe how their qualifications will be applied in the engagement as well as how the qualifications of each member of the consulting team will be applied.
- v. Members shall also describe their role in the engagement and the role of each member of the consulting team.

c) Informed Client

- i. Members shall confirm in writing the terms of reference for an assignment.
- ii. Written terms of reference shall confirm:
 - ◆ assignment objectives;
 - ◆ steps, milestones and deliverables in the proposed work plan;
 - ◆ timeline of steps, milestones, deliverables and completion date;
 - ◆ names, relevant qualifications and role of each consultant proposed;
 - ◆ fees; and
 - ◆ billing arrangements, including how all expenses, disbursements and applicable taxes will be handled.
- iii. Members shall not begin an assignment until the client has accepted the written terms of reference.

d) Fee Arrangements

- i. Members shall confirm in writing the budget and billing arrangements related to professional fees, expenses, disbursements and applicable taxes.

- ii. Should the terms of reference change during the course of the assignment, Members shall ensure that any corresponding impact on fees, expenses, disbursements, taxes or billing arrangements are communicated to the client and agreed to in writing.
- iii. Members shall not permit, for budget or time management purposes, a reduction in consulting time or in senior consulting involvement in an assignment if, as a result, the quality of service will be below that described in the terms of reference.
- iv. Members shall not undertake assignments of a scale or magnitude where the proposed fee arrangements are such that they represent a substantial business risk for the client.

e) Conflict

- i. Members shall not accept assignments with their clients' competitors or with other organizations where the assignments would conflict with the interests of their clients', without the permission of all the parties involved.
- ii. Subject to any confidentiality obligations to a client, Members shall disclose to a client, or prospective client, any personal, professional or other business interests that may jeopardize the client's confidence in their integrity or objectivity or their capacity to provide independence.
- iii. Members shall follow the instructions of a client, within applicable legislation, laws and this Code, with regard to the client's interests. If this is not possible, Members shall withdraw from the assignment.
- iv. Members shall not recruit to their own firm, or refer to other firms, any employee with whom the Member is working as part of an assignment for a client unless the client has been informed and has granted consent in advance.

f) Confidentiality

- i. Members shall not disclose any confidential client information without the specific consent of the client and shall, if exposed to any personal information of a third party, comply with the privacy policies of the client at all times.
- ii. Members shall store confidential client information and third party personal information in accordance with the policies of the client and, in any event, in such a fashion that through diligence and normally accepted administrative practices it is possible to safeguard the information at all times.
- iii. Members must treat any and all information obtained from a client as confidential unless otherwise directed by the client, but in no circumstances shall the Member disclose information to another party that is protected by applicable legislation and laws.
- iv. Upon terminating an assignment, Members shall offer to return to the client any and all material pertaining to the engagement and any third party personal information obtained from the client.
- v. If confidential client information that has been obtained by a Member or if any third party personal information obtained from the client is, at any point in time, exposed to individuals beyond the Member's direct authority to control, the Member shall inform the client immediately and take appropriate action to protect the client's interests.
- vi. Members shall encourage clients to classify sensitive information and, if possible, shall refrain from taking possession of sensitive information.
- vii. Members shall keep the client informed as to the location and condition of storage of any and all information that has

been deemed confidential or third party personal information.

- viii. Members shall refrain from making public statements that may directly or indirectly lead to the disclosure of confidential client information or third party personal information obtained from the client.
- ix. The rules pertaining to confidential client information shall not apply to compliance with a validly issued and enforceable subpoena and summons as long as disclosure of the information is not in violation of applicable legislation and laws.

g) Objectivity

- i. In advance of undertaking assignments, Members shall ensure that they do not accept any terms or conditions that may affect their ability to conduct the assignments in a fair, independent and objective manner.
- ii. When events or circumstances arise that affect a Member's objectivity, or perceived objectivity, the Member shall either:
 - ◆ discuss and attempt to rectify the matter with the client immediately; or
 - ◆ withdraw from the assignment.

17.0 RATIFICATION OF RULES AND REGULATIONS

The Council may prescribe such rules and regulations, consistent with these By-laws, relating to the management and operation of the Institute, as the Council deems expedient. Council may also add to, delete from and amend such rules and regulations from time to time provided that any such changes shall have force and effect only until the next annual meeting of the members of the Institute when they shall be ratified, and, in default of confirmation of such annual

meeting of members, shall, at and from that time, cease to have force and effect.

18.0 REVISION OF BY-LAWS

These By-laws may be amended or repealed in whole or in part by extraordinary resolution from the members of the Institute, passed by two thirds (2/3) majority of the members who are present in person at a general meeting of the membership of which twenty-one (21) days' prior written or electronic notice specifying the intent to propose a resolution as an extraordinary resolution has been given.

19.0 DISSOLUTION OF INSTITUTE

The Institute may be dissolved and its charter surrendered in the manner provided in the Manitoba Corporations Act provided same is authorized by a special resolution to that effect adopted by a majority of the Council and approved by two thirds (2/3) vote of the members by voting in person at any special general meeting of the Institute, of which twenty-one (21) days' written or electronic notice has been given.

RULES AND REGULATIONS

APPOINTMENT OF COMMITTEES AND REPRESENTATIVES

1. Each year, Council may appoint the following standing committees and representatives:

- a) Certification Committee - under the direction of the Registrar, recommends and administers policies regarding qualification and admission to membership in the Institute.

Through liaison with the national body with which ICMCM has an affiliation agreement, the committee recommends and administers policies and programs regarding the certification examinations and post certification professional development.

- b) Member Services Committee - with two working sub-committees:
- i) Communications – develops and distributes material for the information of members. Undertakes such marketing activity as may raise the visibility and profile of the profession and for the public advocacy of the profession in Manitoba..
- ii) Program - organizes the annual meeting banquet, member meetings and other receptions or activities for social and/or informational purposes.
- d) Nominating Committee - shall consist of the sitting Past President

as chairperson plus two members of the Institute appointed by the Chairperson. No member of the Nominating Committee shall stand for election. The Committee may consult with any member of the Institute, including serving members of the Executive Council in preparing its slate of nominations. The Nominating Committee recommends and implements policies regarding annual general meeting elections, co-ordinates and monitors the yearly election procedures, acts as receiving officer(s) for the elections and records official results.

2. Council may appoint administrative or special committees (e.g. Complaints Committee) from the membership of the Institute as shall be deemed necessary or desirable, may delegate and revoke authority and responsibility to such committees and terminate the existence of any such committees as Council shall deem fit. Council may name the officers, fix the quorum and determine the rules and regulations for the conduct of any such committees.

MAINTENANCE OF RECORDS AND FILES

1. The following documents shall be retained permanently:

- legal documents
- annual meeting minutes
- Council minutes (copies of newsletters and other membership correspondence shall be filed with Council minutes).

2. The following membership records shall be retained throughout an individual's membership (in any category):

- application form(s)
- examination records
- other documentation/correspondence to or from the member.

VISUAL IDENTITY GUIDELINES

The ICMCM shall follow the visual identity guidelines of the national body with which ICMCM has an affiliation agreement as published in the manual "Visual Guidelines for Use of the Logo and Corporate Signature".

USE OF THE CMC SEAL

General Rules of Use:

1. a) The Seal should be applied in a prominent location on appropriate documents to allow maximum exposure for identification and for recognition of the profession; e.g., for reports, next to the author's title and/or signature; for specifications, graphs, drawings, etc., on the first page, cover sheet or next to the title box.
- b) The Seal must always be signed and dated. (Dating provides protection against future revisions.)
- c) In general, photocopies and other reproductions of the Seal are not recommended, and therefore, sealing of originals should probably be avoided.

Who Should Use the Seal:

2. a) Only a Full CMC who is a member in good standing with a provincial institute is allowed to use the seal.
- b) The owner of the seal is responsible for its safe-keeping and proper usage.
- c) The owner of the seal must sign a declaration attesting to 2a) and 2b).
- d) For reports and other formal documents, sealing should be by the

responsible author (whose name will typically be on any transmittal letter with the document).

- e) For specifications, graphs, drawings, etc., sealing should be by the responsible design consultant.

When to Use the Seal:

3. a) Final documents, including proposals, letter reports and formal reports, which provide information or direction, may be sealed.
- b) In general, preliminary or draft documents should not be sealed.
- c) Routine letters and other documents, which are incidental to a project, need not be sealed.

Ownership:

4. a) ICMCM or the national body with which ICMCM has an affiliation agreement expressly authorizes the CMC to use the seal, provided it is used according to the Guidelines which may be established by ICMCM and/or the national body with which ICMCM has an affiliation agreement from time to time. Ownership of the seal is retained by ICMCM and ICMCM can recall the seal at any time.