MEMORANDUM OF AGREEMENT

between

THE CANADIAN ALLIANCE OF PHYSIOTHERAPY REGULATORS (the "CAPR")

- and -
COLLEGE OF PHYSIOTHERAPISTS OF MANITOBA (the "Regulatory Authority")

with respect to the administration of the physiotherapy entry-to-practice examination and credential evaluation of applicants to the Regulatory Authority

1. Background and Defined Terms

a. The CAPR was incorporated in July 1992 under the *Canada Corporations Act* and continued in April, 2014 under the *Canada Not-for-profit Corporations Act*. The CAPR is a national examination and assessment agency that provides evaluation services and administers entry-to-practice examinations in accordance with this Memorandum of Agreement ("MOA").

b. The Regulatory Authority is responsible for regulating the practice of physiotherapy and governing physiotherapists in Manitoba pursuant to *The Physiotherapists Act,1999*. The Regulatory Authority is responsible for setting and maintaining entry-to-practice standards.

c. The following terms as used in this MOA shall have the meanings set out below:

i. "**CAPR**" has the meaning attributed to that term in the preamble;
ii. "**Credentialing**" has the meaning attributed to that term in paragraph 3(a)(i);
iii. "**Evaluation Services**" has the meaning attributed to that term in Section 2;
iv. "**Examination**" has the meaning attributed to that term in paragraph 3(a)(iii);
v. "**KPI**" has the meaning attributed to that term in paragraph 3(a)(iv);
vi. "**MOA**" means this Memorandum of Agreement and all Appendices appended hereto (which Appendices are hereby incorporated by reference to be part of this MOA);
vii. "**Non-PEAC Accredited Programs**" means academic programs that have not been accredited by Physiotherapy Education Accreditation Canada (PEAC);
viii. "**Regulatory Authority**" has the meaning attributed to that term in the preamble;

2. Purpose

a. This MOA provides the framework for the provision and administration by the CAPR of physiotherapy competency examination and credential evaluations such that the implementation of such examination and evaluation maintains integrity of both in an efficient and cost effective manner consistent with the CAPR's non-profit mandate (collectively the "Evaluation Services") and outlines the respective roles and responsibilities of the CAPR and of the Regulatory Authority.

b. This MOA replaces any other MOA or contract respecting the provision or administration of Evaluation Services previously in effect between the CAPR and the Regulatory Authority.

3. Roles and Responsibilities of the CAPR

a. Under this MOA, the CAPR agrees to provide Evaluation Services to applicants who may apply for registration or licensure with the Regulatory Authority, which include:

i. evaluation of the education of physiotherapists educated in Non-PEAC Accredited Programs ("Credentialing");
ii. assessment of the meeting of language proficiency requirements by applicants;
iii. development, maintenance, administration and enhancement of an entry-to -practice standard examination for physiotherapy applicants (the "Examination"), as set out in Appendix A;
iv. provision of regular reports on execution, volumes, key performance indicators ("KPIs") and outcomes set out in Appendix B to this MOA; and
v. provision of such other services as are agreed upon by the parties in writing and included in Appendix A.

b. The Evaluation Services to be provided by the CAPR are set out in Appendix A to this MOA and are provided at no cost to the Regulatory Authority. If any additional services or reports are requested by the Regulatory Authority beyond what is set out in 3.a. above, the CAPR will:

i. provide confirmation in writing to the Regulatory Authority of the fees it would charge the Regulatory Authority if it were to perform these additional services or provide the reports
ii. if the Regulatory Authority agrees to the fee and to have CAPR perform these additional services or provide these additional reports, the parties will negotiate terms of an addendum to this MOA for these additional services or reporting.

c. KPIs, timelines and outcomes are set out in Appendix B to this MOA. CAPR agrees to meet the KPIs, timelines and outcomes set out in Appendix B. Subject to Subsection 11.d., in the event that CAPR fails to meet the KPIs, timelines or outcomes set out in Appendix B, CAPR will notify the Regulatory Authority in writing of such failure, the following process shall be followed:

i. within fourteen (14) days of the CAPR's notification, CAPR will provide the Regulatory Authority with a clear written process (with a timetable) for addressing the failure;
ii. within fourteen (14) days of receiving CAPR's written process for addressing the failure, the Regulatory Authority will review the process and advise CAPR in writing whether it approves the process or does not approve the process;
iii. if the Regulatory Authority approves the process, CAPR will implement the process;
iv. if the Regulatory Authority does not approve the process:

a. the Regulatory Authority will give CAPR written reasons for not approving the process;
b. CAPR and the Regulatory Authority shall meet forthwith to discuss how to improve the process so that it is acceptable to both parties; and
c. if such meetings fail to resolve the situation within an additional fourteen (14) days, the matter will be addressed in accordance with Section 9.

d. CAPR agrees to meet the project milestones set out in Appendix C to this MOA.

e. The CAPR is not an agent of the Regulatory Authority and shall not represent to anyone that it is an agent of the Regulatory Authority.

f. The CAPR will advise applicants that: (i) the CAPR does not make decisions with respect to the registration or licensure of applicants; and (ii) all registration or licensure decisions are made solely by the Regulatory Authority.

g. The CAPR will consult with the Regulatory Authority regarding substantial proposed changes to the Evaluation Services (both policy and operational) and give the Regulatory Authority a reasonable opportunity to review and respond to the proposed changes.

h. The CAPR will assist the Regulatory Authority at no cost to respond to any direction, order or request made pursuant to legislation governing the Regulatory Authority. Without limiting the foregoing, the CAPR will assist the Regulatory Authority, at no cost, to respond to any direction, order or request made by the Fairness Commissioner (or equivalent), the Ombudsman, the Privacy Commissioner, or any Minister, officer or agent of the government of Manitoba. If a direction, order or request is made by the Minister of Health of Manitoba or other authorized officer or agent which affects the procedures and processes of the CAPR, the CAPR agrees to make changes at no cost as may be requested by the Regulatory Authority to comply. The CAPR agrees to provide the Regulatory Authority with evidence of any changes made in response to any such direction, order or request.

i. The CAPR will notify in writing the Regulatory Authority immediately upon becoming aware of any issue or potential issue that may impact the ability of the CAPR to provide Evaluation Services or that may expose the Regulatory Authority to reputational risk. The CAPR will provide in writing detailed information to the Regulatory Authority regarding any such issue or potential issue forthwith after such written notification.

j. The Regulatory Authority (or combination of Regulatory Authorities) reserves the right, at least once during each three (3) year term or extension term, at its own expense retain an independent person acceptable to CAPR with expertise in competency examination and credential evaluation (who has signed an appropriate non-disclosure and confidentiality agreement with the Regulatory Authority and the CAPR), to review: (i) the CAPR's processes and the best practices it follows to ensure the validity, reliability, and security of the Evaluation Services; (ii) the CAPR's performance against KPIs, timelines, outcomes or milestones established in this MOA; (iii) the CAPR's quality assurance processes implemented to ensure performance against such KPIs, timelines, outcomes or milestones; and (iv) the CAPR's implementation of Examination security so as to ensure the integrity of the Examination process. The CAPR will (at its own expense) provide all reasonable assistance and cooperation to facilitate such a review.

k. The CAPR agrees to maintain appropriate liability insurance consistent with industry standards given the high-stakes nature of the Evaluation Services and to provide proof of such insurance to the Regulatory Authority upon request.

l. The CAPR will ensure that all policies will be compliant with the legislation in the Regulatory Authority's jurisdiction and that, pursuant to section 6.a. of this MOA, any portions of such policies which refer specifically to the Regulatory Authority or legislation in the Regulatory Authority's jurisdiction shall not be implemented without the Regulatory Authority's prior written approval, which approval shall not be unreasonably withheld.

4. Roles and Responsibilities of The Regulatory Authority:

a. The Regulatory Authority makes all decisions with respect to the registration or licensure of applicants within its jurisdiction.

b. The Regulatory Authority will be given an opportunity to approve CAPR policies that may impact the Regulatory Authority's ability to fulfil its role, including but not limited to any CAPR policies on Examination eligibility, accommodation, language proficiency, and appeals, in accordance with sections 3.l. and 6.a. of this MOA.

c. The Regulatory Authority will provide the CAPR with reasonable written notice related to any regulatory or policy change that may impact the CAPR's administration of the Evaluation Services in relation to this MOA.

d. The Regulatory Authority will notify in writing the CAPR immediately upon becoming aware of any significant issue or potential issue that may impact the provision of Evaluation Services by the CAPR as provided for in this MOA or that may expose the CAPR to reputational risk in relation to this MOA. The Regulatory Authority will provide CAPR with detailed information regarding any such issue or potential issue forthwith after such written notification.

5. Adherence to Applicable Legislation

a. The CAPR will ensure that its Evaluation Services, processes and procedures will be compliant with the legislation in the Regulatory Authority's jurisdiction. Without limiting the generality of the foregoing, in performing its duties under this MOA, the CAPR will comply with the requirements set out in the Regulatory Authority's governing statute, human rights legislation, fair registration legislation or their equivalents.

b. The CAPR will administer the Evaluation Services in keeping with best practices in evaluation services, in a manner that is transparent, impartial, fair and objective, consistent with the principles of fairness articulated in *The Physiotherapists Act*, and the *Fair Registration Practices in Regulated Professions Act, 2009*.

6. Policies Pertaining to the Evaluation Services

a. The CAPR will establish policies relevant to the Evaluation Services, including those that may impact applicants' eligibility for registration with the Regulatory Authority, such as policies on Examination eligibility, accommodation, language proficiency and appeals. The CAPR will provide the Regulatory Authority with a reasonable opportunity to review and provide feedback on such policies prior to implementing those policies. The CAPR will ensure that all policies will be compliant with the legislation in the Regulatory Authority's jurisdiction and that any portions of such policies which refer specifically to the Regulatory Authority or legislation in the Regulatory Authority's jurisdiction shall not be implemented without the Regulatory Authority's prior written approval. The policies will be subject to review at the request of either party. A list of such policies and their date of last review will be set out in Appendix D to this MOA (which Appendix D will be updated any time that a policy is added to the list or any policy is reviewed and updated (with a copy of the updated Appendix D being provided by CAPR to the Regulatory Authority)).

b. The CAPR will maintain a policy regarding requests for accommodation as detailed in Appendix A.

7. Information Sharing and Confidentiality

a. Unless otherwise prohibited by law, the parties agree to exchange information required to facilitate or assist with the CAPR's provision and administration of Evaluation Services.

b. The CAPR may, at the request of the Regulatory Authority, share information about an individual candidate with the Regulatory Authority, provided that the CAPR has obtained consent from the candidate to do so, or if otherwise authorized by law.

c. Where requested by the Regulatory Authority to do so, the CAPR will provide evidence of the consent to the Regulatory Authority

d. The CAPR agrees that the Regulatory Authority may provide a copy of this MOA to the Fairness Commissioner (or equivalent), the Ombudsman, the Privacy Commissioner, or any Minister, officer or agent of the government of Manitoba.

e. The CAPR agrees to comply with the *Freedom of Information and Protection of Privacy Act* and that it will not disclose any personal information about applicants to any third party except in accordance with its Privacy Policy, as permitted by sections 7.a. through 7.c. of this MOA, or as required by law.

f. Other than for the Regulatory Authority's regulatory purposes, or as permitted by sections 7.b or 7.c., the parties agree not to disclose information regarding this MOA or obtained pursuant to this MOA to third parties without written consent of the other party.

8. Proceedings

a. The parties agree that, if requested by the Regulatory Authority, the CAPR will provide a representative who can testify about CAPR and/or the Evaluation Services. The Regulatory Authority and CAPR will discuss any reasonable expenses incurred as a result.

9. Relationship Management

a. The parties agree to attempt to resolve issues or disagreements relating to this MOA amicably and through collaborative negotiation and problem-solving. The parties commit to utilizing best efforts to address and resolve issues to the satisfaction of both parties.

b. The parties agree to notify each other in writing of any concerns with respect to the Evaluation Services or this MOA immediately upon becoming aware of the concerns. The parties will provide details in writing forthwith after such notification.

c. In the event the parties cannot resolve issues or disagreements relating to this MOA between themselves, the parties may utilize the assistance of, and share the cost equally of, a mutually agreeable mediator.

d. Each party agrees to appoint a representative as the primary contact for questions, reporting or other matters relating to this MOA.

e. In the event that the parties cannot resolve a dispute that arises in connection with this MOA, the MOA may be amended or terminated in accordance with section 11 and 12.

10. Continuation of MOA in the Event of a Name Change

a. In the event that either party changes its legal name or assumes a different legal name, this MOA shall be continued under that party's new name.

11. Term

a. The parties agree that the term of this MOA shall be for a period of three (3) years commencing on January 1, 2026, after which the term of the MOA may be extended in writing by the parties for three (3) years or for multiple three (3) year terms on mutual agreement

b. Except as permitted in paragraphs c., d., e., and f., this MOA may be terminated by either party by providing

twelve (12) months' written notice of intention to terminate the MOA.

c. This MOA may be terminated with less than twelve (12) months' notice if the parties mutually agree in writing.

d. In the event that the CAPR does not meet a KPI, timeline or outcome in Appendix B for reasons within the CAPR's control and the CAPR has not given written notice to the Regulatory Authority that such KPI, timeline or outcome will not be met in accordance with Subsection 3.c., and if any issues arising from such a failure cannot be resolved in accordance with Subsection 3.c. and Subsections 9.a. through 9.d., this MOA may be terminated by the Regulatory Authority if it provides at least three (3) months' written notice to the CAPR of intention to terminate

e. In the event that CAPR does not meet a milestone in Appendix C for reasons within the CAPR's control and the CAPR has not given reasonable written notice to the Regulatory Authority that such milestone will not be met, and if any issues arising from such a failure cannot be resolved in accordance with Section 9, this MOA may be terminated by the Regulatory Authority if it provides at least three (3) months' written notice to the CAPR of intention to terminate.

f. In the unlikely event of deceit or misrepresentation by either party, the parties mutually agree that the termination provisions in subsections 11.a.-e. do not apply and this MOA may be terminated immediately in writing.

12. Amendments

a. This MOA may be amended, modified or supplemented at the request of either party by providing the other party written notification of the proposed amendment(s), and provided that there is an adequate opportunity for input and feedback. No such amendments, modifications or supplements are effective without the written agreement of both the CAPR and the Regulatory Authority.

13. Execution in Counterparts

a. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one agreement.

14. Notices

a. Any notice required under this MOA must be given in writing and delivered by registered mail, email or by hand (receipt required) at the following address of either party:

To :	CAPR	To :	**College of Physiotherapists of Manitoba**
Address:	1243 Islington Avenue, Suite 501 Toronto, Ontario M8X 1Y9 Canada	Address:	210 Commerce Way Winnipeg, MB R3P 2W1
Attention: :	Brandi Park	Attention: :	Registrar/ED
Email:	Brandi.park@alliancept.org	Email:	Registrar.cpm@manitobaphsio.com
With a copy to:	bob.haennel@alliancept.org	With a copy to:	

or to any other person or address of which either party may notify the other, in accordance with this section. Any notice shall be deemed to have been given upon such personal delivery or the sending by email during normal business hours on a business day (and otherwise shall be deemed received on the next business day) or within five (5) days after the mailing of the same.

15. General

a. This MOA is subject to the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario in respect of any disputes arising under or in respect of this Agreement.

b. This MOA shall benefit and bind successors and permitted assigns of the CAPR and the Regulatory Authority.

c. Neither the CAPR nor the Regulatory Authority may assign this MOA without the prior written consent of the other.

d. Time is of the essence in any matter relating to the performance of this MOA.

e. A waiver of any provision of this MOA shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure of either party to insist upon the strict performance of this MOA or any provision hereof, shall not act as a waiver of any right, promise or term, but the same shall continue to be in full force and effect.

f. This MOA constitutes the entire agreement between the CAPR and the Regulatory Authority with respect to the subject matter hereof.

g. Each of the terms of this MOA is severable and distinct from the others and if any provision is, or, at any time, becomes, invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this MOA but the validity, legality or enforceability of the remaining parts of this MOA shall not be affected or impaired, it being the intention of the parties that every provision of

this MOA shall be and remain valid and enforceable to the fullest extent permitted by law.

Canadian Alliance of Physiotherapy Regulators

Date: November 13, 2025

Signature: _____

Dale Pitura, President

Date: November 13, 2025

Signature: _____

Bob Haennel, Chief Executive Officer

(We have authority to bind the entity)

College of Physiotherapists of Manitoba

Date: Nov 13, 2025

Signature:

Name: Jennifer Billeck
Title: Executive Director/Registrar

Date: _____

Signature: _____

Name: _____
Title: _____

(We have authority to bind the entity)