

CTC SUPPLIER CODE OF CONDUCT

2026



CTC Supplier Code of Conduct

1. Purpose.

The Canadian Tourism Commission (CTC) doing business as Destination Canada has a responsibility to maintain the confidence of the Supplier community and the Canadian public when acquiring goods and services in support of CTC programs by conducting all of its procurement activities in an open, fair and transparent manner. In Canada, fairness, openness, and transparency are the foundation of sound, responsible, business practices and are assured through compliance with various acts, regulations, policies, treaties, international instruments adopted by Canada, Canada's international and domestic trade agreements, and labour cooperation agreements.

The CTC is committed and expects Supplier and their Sub-contractors to be committed, to upholding and promoting international human and labour rights¹.

This Supplier Code of Conduct (“the Code”) is a statement of expectations for CTC Supplier and their Sub-contractors and may be amended by the CTC from time to time.

2. Definitions.

See Appendix A: Glossary of terms

3. Application.

The Code applies to all Suppliers and their Sub-contractors who respond to bid solicitations and/or provide goods and services to the CTC, where the CTC is the procuring entity. Its application covers a spectrum of areas where the CTC expects a principled and ethical approach by its Suppliers and Sub-contractors in managing social and environmental issues. In fulfilling the terms of their contracts, Suppliers and their Sub-contractors are expected to comply with all applicable laws and regulations.

Suppliers are required to alert the contracting authority as soon as they are made aware that they, or one of their Sub-contractors, are non-compliant with the Code. The CTC may seek to work with Suppliers to address potential instances of non-compliance with the Code. As a guiding principle, the CTC will ensure that Suppliers have a sound understanding of expectations, and to address any apparent lack of compliance with the Code. If, however, Suppliers or their Sub-contractors are unable or unwilling to comply with this Code, the CTC reserves the right to take appropriate actions including, but not limited to, seeking more information, deeming a bid non-responsive, and/or potentially terminating the contract.

Suppliers are expected to apply the principles and expectations set forth in this Code to their main operations and to all Sub-contractors in their Supply chains. The CTC expects Suppliers to share the expectations set forth in this Code with their Sub-contractors.

¹ The [International Labour Organization \(ILO\)](#) 8 fundamental conventions and the United Nations Universal Declaration of Human Rights, the [United Nations Guiding Principles on Business and Human Rights](#), the [Organization for Economic Co-operation and Development \(OECD\)](#), [Guidelines for Multinational Enterprises and Fighting Against Forced Labour and Child Labour in Supply Chains Act S.C. 2023, c. 9](#) (“the Modern Slavery Act”).

4. Ethics and professionalism.

Suppliers must respond to the CTC's formal and informal solicitations in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the bid/offer/arrangement or Contract documents. Suppliers may submit bids/offers/arrangements and enter into contracts only if they are able to fulfill all stipulated obligations. Furthermore, Suppliers and their Sub-contractors have a duty of good faith and honest performance, before and during and after the procurement process and throughout their working relationship with the CTC.

5. Conflict of interest.

By submitting a bid/offer/arrangement (formal or informal) or entering into a contractual relationship with the CTC, the Supplier warrants that no real, apparent or perceived conflict of interest exists or is likely to arise in the performance of the contract. If the Supplier, or their Sub-contractors, become aware of any matter that causes or is likely to cause a real or apparent conflict of interest, they must immediately disclose the matter to the contracting authority in writing. Where the conflict arises in the bid/offer/arrangement phase notice shall be provided to the DC Procurement Office. Where the conflict arises during the contractual relationship, notice shall be provided to the DC Business contact identified in the Contract and DC Legal.

6. Gifts and Entertainment.

The CTC Receiving Gifts Policy provides that CTC employees are normally expected to decline Gifts and in particular should not accept a gift, hospitality or other benefit during a CTC Request for Proposals process. Where receiving a gift is permissible, CTC employees must use good judgment and must not accept Gifts, Hospitality or Other Benefits that may be seen as influencing their judgement or objectivity. Despite the foregoing, gifts such as cash or cash equivalents (e.g. gift cards, pre-paid debit or credit cards, cryptocurrency), loans, stocks or stock options are prohibited.

Where CTC employees may accept gifts from third parties such gifts must meet all the following criteria:

- i. are of a nominal value, not to exceed \$75 CAD, and provided that the cumulative value of gifts from the same source does not exceed \$200 within a 12-month period;
- ii. arise out of activities or events related to their official duties;
- iii. fit within normal standards of courtesy, hospitality or protocol; and
- iv. do not appear to influence the employee or compromise their integrity.

Note, that the nature of the gift or entertainment must not, by its quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment from CTC employees.

Suppliers are to inform their employees and Sub-contractors of the restrictions on receiving gifts at the CTC and comply with these limits, as well as maintain appropriate records of exchanges of gifts and / or entertainment with CTC employees.

7. Information and Data Management.

a) **Data Retention and Destruction.**

Suppliers must retain and securely destroy data in accordance with criteria established in the executed Contract and in line with local regulatory requirements and provide confirmation and/or evidence of destruction upon request.

b) **Information Hold.**

Suppliers must not destroy CTC data that may be relevant to actual or anticipated legal or regulatory proceeding of which the Supplier becomes aware or for which they receive notification. Suppliers must take reasonable measures and maintain adequate internal data maintenance policies to ensure proper compliance with their obligations to CTC.

c) **Encryption.**

In their dealings with the CTC, Suppliers must protect the CTC information throughout all stages of the information life cycle, including creation/collection, storage, use, transmission, transporting, archiving, and destruction and use suitable methods of encryption where required.

d) **Access Administration.**

Suppliers must have policies and procedures in place to approve, grant, remove, deactivate and periodically review access to CTC information and services to ensure that the level of access is appropriate and remove unnecessary access without undue delay.

8. Non-Public Information and Information Barriers.

In their dealings with the CTC, if Suppliers become aware of non-public information about the CTC or its partners, Suppliers are expected to have in place policies and procedures for the proper safeguarding, handling and use of that information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access, use or disclosure of non-public CTC information.

9. Environmental protection.

Suppliers and their Sub-contractors have a key role to play in advancing the government's environmental agenda by providing goods and services that have a lesser or reduced impact on the environment. Key environmental considerations include, but are not limited to, reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste reduction, reduction of plastics and packaging, and reduction of hazardous waste.

Suppliers and their Sub-contractors shall make themselves aware and address their production standards to align with Canada's international environmental and climate commitments such as the United Nations Framework Convention on Climate Change and the Paris Agreement. Where applicable, Suppliers and their Sub-contractors are additionally expected to ensure that the packaging and durability of their goods is sustainable.

10. Abuse and harassment.

Suppliers and their Sub-contractors will ensure that all their interactions with their Workers uphold the principles of dignity and respect. Physical, sexual, verbal harassment and/or violence, bullying, teasing or other aggressive behavior are strictly prohibited². Suppliers and their Sub-contractors are expected to foster and encourage a positive, harmonious, and professional work environment in their interactions with their Workers. The aforementioned principles apply equally to interactions with CTC employees.

11. Human rights and labour standards.

The CTC is committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by the ILO 8 fundamental conventions and the United Nations Universal Declaration of Human Rights. The CTC expects Suppliers to guarantee Workers' labour and human rights in their main operations and their Supply chains, including but not limited to:

a) Terms of employment.

Suppliers and their Sub-contractors are expected to provide Workers with a written employment contract outlining the terms of employment, in a language understood by the employee.

b) Wages and benefits.

Suppliers and their Sub-contractors are expected to pay at least the legal minimum and overtime wages for hours worked. It is expected that wages be paid directly to the Worker or to a Worker-controlled account. Workers will not be charged any Recruitment Fees or related costs.

c) Regular working hours and overtime hours.

If overtime is necessary, Suppliers and their Sub-contractors are expected to inform Workers of such employment precondition prior to the time of hire, in advance of the overtime shift, and they are expected to allow Workers to refuse to work overtime without punishment, penalty or disciplinary action.

d) Discrimination.

Suppliers and their Sub-contractors must not engage in discriminatory hiring and employment practices based on race, nationality or ethnicity, colour, religion, age, sex (including maternity, pregnancy and the possibility of pregnancy), sexual orientation, gender (including gender identity or expression), marital status, genetic characteristics, disability, language, or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered³.

e) Freedom of association and collective bargaining⁴.

If applicable, Suppliers and their Sub-contractors are expected to grant their Workers their right to join or form trade unions of their own choosing and to bargain collectively with their employer.

² Adapted from International Labour Organization Violence and Harassment Convention, 2019 (No.190), and pursuant to the CTC Workplace Harassment and Violence Policy.

³ Adapted from International Labour Organization Discrimination Convention, 1958 (No.111).

⁴ Adapted from International Labour Organization Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87).

f) **Grievance mechanism.**

Suppliers and their Sub-contractors are expected to provide an anonymous and confidential method for all Workers to raise concerns to senior management without fear of retaliation.

12. Indigenous rights.

Suppliers and their Sub-contractors will respect the rights and freedoms of Indigenous Peoples. If, during the course of provided services to the CTC, Suppliers or their Sub-contractors engage in activities that may infringe upon Indigenous or treaty rights, Suppliers and their Sub-contractors are expected to share this information with the CTC, as early in the planning stages as possible. This will help to ensure open and authentic engagement with Indigenous Peoples and to safeguard constitutionally protected rights.

13. Human trafficking forced labor and child labour.

The CTC is committed to uphold the [Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children](#), supplementing the [United Nations Convention against Transnational Organized Crime and the Fighting Against Forced Labour and Child Labour in Supply Chains Act S.C. 2023, c. 9](#) (“the Modern Slavery Act”). The CTC expects its Suppliers and their Sub-contractors to respect their Workers’ workplace rights, and take steps to mitigate human trafficking risks and monitor compliance of labour and human rights in their Supply chain to align with the requirements of the Modern Slavery Act. And, to include but not be limited to:

a) **Human trafficking.**

All workers will work voluntarily and not be subjected to any form of exploitation, such as human trafficking for the purpose of forced labour or sexual exploitation. Suppliers and their Sub-contractors will not engage in any form of human trafficking activities.

b) **Forced labour.**

Suppliers and their Sub-contractors will comply with Canada’s prohibition of forced labour and importation of goods produced, in whole or in part, by forced or compulsory labour as per the Modern Slavery Act and other relevant legislation. This includes forced or compulsory Child labour and applies to all goods, regardless of their country of origin⁵.

c) **Child labour.**

All Workers must be of at least the legal minimum age based on the applicable laws and regulations. Workers under the age of 18 shall not perform hazardous work that may jeopardize their health or safety. Hazardous work includes, but is not limited to, work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights or in confined spaces; work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads; work which may expose children to an unhealthy environment; work under difficult conditions, including long hours of work or work where the child is unreasonably confined to the premises of the employer⁶.

⁵ This import prohibition is the result of an amendment to the Customs Tariff and its Schedule, which took effect in July 2020 and the [Fighting Against Forced Labour and Child Labour in Supply Chains Act S.C. 2023, c. 9](#) (“the Modern Slavery Act”).

⁶ Adapted from the ILO Worst Forms of Child Labour Recommendation, 1999 (No.190) supplementing the ILO Worst Forms of Child Labour Convention, 1999 (No.182).

Appendix A: Glossary of terms

Applicable laws and regulations mean all national, local and other applicable laws and regulations that apply to the performance of the Contract, including but not limited to laws and regulations of the country where the good is produced or service provided.

Child labour means any work that deprives young persons of their childhood, their potential and their dignity, and that is harmful to physical and mental development, and interferes with their schooling.

Code means this Supplier Code of Conduct, as may be updated from time to time.

Contract means a legally binding agreement between the CTC and a Supplier to provide goods or services to the CTC.

Contracting authority means the person authorized to enter into a Contract on behalf of the CTC.

Forced labour means all work extracted from a person under the threat of a penalty and for which the person has not offered himself or herself voluntarily.

Good(s) means any articles, commodities, equipment, goods, materials or supplies and includes printing or the reproduction of printed matter and the construction or repair of a vessel.

Human trafficking means activities that involve the recruitment, transportation, harboring and/or exercising control, direction or influence over the movements of a person in order to exploit that person, typically through sexual exploitation or forced labour.

Public servant(s) means any person employed in the federal public sector, this includes the core public administration, Crown corporations and separate agencies.

Recruitment Fees means any direct or indirect fees or costs incurred in the recruitment process in order for Workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.

Service(s) means the provision of services to another with no day-to-day supervision or control by the CTC. It normally implies the accomplishment of a specified job or task to achieve a prescribed objective.

Sub-contractor means any entity that takes a portion of a Contract from the principal or prime contractor or another Sub-contractor.

Supply chain means the network of organizations involved in the transformation and creation of a product from sourcing the raw materials, and manufacturing, to the main business selling the finished goods to consumers.

Supplier(s) means any person or other legal entity who has submitted a bid/offer/or formal or informal arrangement or who has been awarded a contract. This includes Sub-contractors, owners, directors, officers, employees, agents, or any affiliated body corporate (as defined in the [Canada Business Corporations](#) or similar legislation), to the extent that any of these is responsible for the performance or execution of a task under a contract, standing offer or supply arrangement.

Worker(s) means any current or former laborer, employee, or staff member employed or contracted with by the Supplier, including all foreign and migrant workers.



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