



## **AthletesCAN**

### **CONFLICT OF INTEREST POLICY**

#### **Purpose and Application**

1. The purpose of this Policy is to describe how AthletesCAN Representatives will conduct themselves in matters relating to real or perceived conflicts of interest, and to clarify how AthletesCAN will make decisions in situations where conflicts of interest may exist.
2. This Policy applies to all AthletesCAN Representatives as defined in the Definitions section.

#### **Definitions**

3. The following terms have these meanings in this Policy:
  - a. “*Conflict of Interest*” – A situation where an individual, or the entity they represent, has a real, potential or perceived competing interest in, directly or indirectly, with AthletesCAN activities. This competing interest may result in the individual, or entities in which they have an interest, being in a position to benefit from the situation or in AthletesCAN not being able to achieve a result which would be in the best interest of CSC Ontario. A real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties.
  - b. “*Pecuniary Interest*” - An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
  - c. “*Non-Pecuniary Interest*” - An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.
  - d. “*Perceived Conflict of Interest*” – A perception by an informed person that a conflict of interest exists or may exist.
  - e. “*AthletesCAN Representatives*”- All individuals employed by AthletesCAN and AthletesCAN directors, committee members, and other volunteers who are decision-makers within AthletesCAN.

#### **Statutory Obligations**

4. AthletesCAN is incorporated under the *Canada Corporations Act* (“*Act*”) and is governed by the *Act* in matters involving real or perceived conflict between the personal interests of a director or officer (or other individual involved in decision-making or decision-influencing roles) and the broader interest of the Corporation.
5. Under the *Act*, any real or perceived conflict, whether pecuniary or non-pecuniary, between an AthletesCAN Representative’s interest and the interests of AthletesCAN must at all time be resolved in favor of AthletesCAN.

#### **Additional Obligations**

6. In addition to fulfilling all requirements of the *Act*, AthletesCAN Representatives will also fulfill the additional requirements of this policy. AthletesCAN Representatives will not:
  - a. Engage in any business or transaction, or have a financial or other personal interest that is incompatible with their official duties with AthletesCAN, unless such business, transaction or other interest is properly disclosed to AthletesCAN in accordance with this Policy;
  - b. Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
  - c. In the performance of their official duties, accord preferential treatment to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest, financial or otherwise;
  - d. Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with AthletesCAN, where such information is confidential or is not generally available to the public;



- e. Engage in any outside work, activity or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of AthletesCAN, or in which they have an advantage or appear to have an advantage on the basis of their association with AthletesCAN;
- f. Use AthletesCAN property, equipment, supplies or services for activities not associated with the performance of official duties with the AthletesCAN without the permission of AthletesCAN;
- g. Place themselves in positions where they could, by virtue of being an AthletesCAN Representative, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
- h. Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an AthletesCAN Representative.

#### **Disclosure of Conflict of Interest**

7. All AthletesCAN Representatives members will disclose any conflict of interest situation in the following manner:
  - a. Upon being nominated, elected or recognized, or upon being employed, and on an annual basis thereafter. All AthletesCAN Representatives will complete a written statement disclosing any real or perceived conflict of interest that they might have, according to Appendix 1;
  - b. Also, at any time a AthletesCAN Representative becomes aware that she/he might be in a position of real or perceived conflict of interest, she/he will disclose this conflict to the Board of Directors by writing and submitting a statement, according to Appendix 1;
  - c. Any person who is in the view that an AthletesCAN Representative may be in position of a real or perceived conflict of interest, may report this matter to the Board of Directors by writing and submitting a statement, according to Appendix 1.

#### **Resolving Conflicts in Designated Positions**

8. Following the disclosure of any real or perceived conflict of interest which questions the ability of a AthletesCAN Representative to fulfil his/her duties fairly, the Board of Directors will make final determination as to the course of action, in compliance with the AthletesCAN's best interests, and with this policy provided the AthletesCAN Representative is provided an opportunity to make submissions to the Board of Directors.

#### **Resolving Conflicts in Decision-making**

9. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by a AthletesCAN Representative may be considered and decided upon by AthletesCAN provided that:
  - a. The nature and extent of the AthletesCAN Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
  - b. The AthletesCAN Representative may participate in discussion on the matter giving rise to the conflict of interest but must abstain from voting on the proposed decision or transaction;
  - c. The AthletesCAN Representative is not included in the determination of quorum for the proposed decision or transaction; and
  - d. The decision or transaction is in the best interests of AthletesCAN.

#### **Conflicts Involving Employees**

10. AthletesCAN will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with AthletesCAN, provided that the employment, contract or volunteer appointment does not diminish the employee's ability to perform the work contemplated in their employment agreement with AthletesCAN. Any determination as to whether there is a conflict of interest will rest solely with AthletesCAN, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict or terminating their employment with AthletesCAN.

**Enforcement**

11. Failure to adhere to this Policy may give rise to discipline in accordance with AthletesCAN's Discipline and Complaints Policy.

**Decision Final and Binding**

12. The decision of the Board of Directors will be binding on the parties subject to the right of any Party to seek a review of the decision pursuant to AthletesCAN's Appeal Policy.

13. No action or legal proceeding will be commenced against the AthletesCAN or its members in respect of a dispute, unless the AthletesCAN has refused or failed to abide by the provisions for appeal as set out in this policy.

**Review & Approval**

14. This policy was approved by AthletesCAN's of Directors on the 28<sup>th</sup> day of April 2015.



**APPENDIX 1**  
Declaration regarding Conflict of Interest

I have read the AthletesCAN Conflict of Interest Policy, I agree to be bound by the obligations contained therein, and I commit to avoid any real or perceived conflict of interest. I also commit to disclosing the existence of any real or perceived conflict of interest to the Board of Directors, as soon as it is known to me.

I also commit to inform the Board of Directors of any other AthletesCAN Representative in the position of any real, perceived or potential conflict of interest.

I declare the following interests which may represent a potential conflicting interest:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**