

F09.0 CONFLICT OF INTEREST

PREAMBLE

Occasionally it will be in the best interest of the *Society* to acquire goods and services from, or to give or sell goods or services to, external organizations that have associations with the *Society* or with some of its employees. To protect employees of the *Society*, as well as the *Society* itself, from allegations of conflict of interest, transactions must be dealt with in an arms-length¹ basis.

SCOPE

This policy includes all Officers, Directors and employees of the *Society* in an executive, professional, administrative, supervisory or technical capacity. It also includes any person responsible for the approval, issuance or allocation of an order, contract, commitment or specification for materials or services to be furnished by external suppliers. Any of the above-mentioned persons or person responsible for the determination of prices or terms, for the sale of, or purchase of materials, supplies or services, to clients or from suppliers, on behalf of the *Society* also falls under this policy.

POLICY

1. Members² of the *Society* are prohibited from accepting substantial gifts, benefits or favours for their use or enjoyment offered by a client, supplier, proposed supplier, purchaser, proposed purchaser, donor, proposed donor, association, institution or person with whom the member is dealing with on behalf of the *Society*.
2. Members of the *Society* must always deal at arms length when conducting business or having financial dealings on behalf of the *Society* with any enterprise. In particular:
 - (a) the *Society's* members are prohibited from approving requisitions or payments for the purchase of goods or services from enterprises in which the member, or some member of his or her immediate family³ has financial interest, and
 - (b) the *Society's* members are prohibited from selling, giving or approving sales or gifts to enterprises in which the member or some member of his or her immediate family has a financial interest.
3. Members of the *Society* are prohibited from doing business with, having financial dealings with or receiving remuneration or substantial¹ gifts from any supplier, purchaser or enterprise that competes or conflicts with the aims and objectives of the *Society*.

¹ An employee will not be dealing at arms length when the *Society* is buying, selling or giving goods or services from or to that employee or some member of his or her immediate family or when the *Society* is dealing with an enterprise where that employee or some member of his or her immediate family has a pecuniary interest.

² Members include Officers, Directors and Employees of the *Society*.

³ Immediate family means spouse, common-law spouse, children, parents, in-laws, or relations residing in the same household.

¹ Substantial means large in amount or of considerable value in relation to normal transactions of a like activity, service or business activity. In any event for the purpose of this policy substantial will mean any benefit having a value in excess of one thousand dollars (\$1,000).

4. When any member of the *Society* finds himself or herself in a situation which breaches, has breached or is likely to breach these guidelines, the member shall immediately disclose the matter to his or her immediate supervisor and to the Executive Director. The supervisor shall either take over the matter personally or shall delegate it to another employee, ensuring in the process that no further breach of this policy occurs. In each case, where a breach of this policy has been reported to a supervisor, the Executive Director shall be immediately advised in writing of the breach. Any gift unknowingly received by an employee must be turned over to the *Society* with a disclosure.