

## CONFLICT OF INTEREST POLICY

### Background

1. Representatives who act on behalf of the CSCS have a duty first to the best interests of the CSCS, above any personal stake they may have in the operations of the CSCS. Directors are required, by law, to act as a trustee (in good faith, or in trust) of the CSCS. Directors, and all other Representatives, must not put themselves in positions where making a decision on behalf of the CSCS is connected to their own “pecuniary” or “non-pecuniary” interests. That would be a conflict of interest situation and contrary to this Policy.

### Purpose

2. The CSCS strives to reduce and eliminate nearly all instances of conflict of interest at the CSCS by being aware, prudent, and forthcoming about potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest, and will clarify how Representatives shall make decisions in situations where conflict of interest may exist.
3. This Policy applies to all Representatives.

### Obligations

4. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative’s personal interest and the interests of the CSCS, shall always be resolved in favour of the CSCS.
5. 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 the CSCS, unless such business, transaction, or other interest is properly disclosed to the CSCS and approved by the CSCS.
  - 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 preferential treatment.
  - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or 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 the CSCS, if such information is confidential or 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 the CSCS, or in which they have an advantage or appear to have an advantage on the basis of their CSCS with the CSCS.
- f) Without the permission of the CSCS, use the CSCS's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the CSCS.
- g) Place themselves in positions where they could, by virtue of being a Representative, influence decisions or contracts from which they could derive any direct or indirect benefit.
- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative.

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

- 6. On an annual basis, all Representatives will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the CSCS in accordance with the CSCS's usual record retention practices.
- 7. Representatives shall disclose real or perceived conflicts of interest to the CSCS's Board immediately upon becoming aware that a conflict of interest may exist.
- 8. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include, without limitation, any of the following roles: athlete, coach, manager, official, employee, volunteer, officer or director.

### **Minimizing Conflicts of Interest in Decision-Making**

- 9. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by an Individual will be considered and decided with the following additional provisions:
  - a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted.
  - b) The Representative does not participate in discussion on the matter.
  - c) The Representative abstains from voting on the decision.
  - d) For board-level decisions, the Representative does not count toward quorum.
  - e) The decision is confirmed to be in the best interests of the CSCS.
- 10. For potential conflicts of interest involving employees, the CSCS's Board will determine whether there is there a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. Subject to the terms of any individual employment agreement, the CSCS will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish

the employee's ability to perform the work described in the employee's employment agreement with the CSCS or give rise to a conflict of interest.

### **Conflict of Interest Complaints**

11. Any person who believes that a Representative may be in a conflict of interest situation should report the matter in writing (or verbally if during a meeting of the Board or any committee) to the CSCS's Board, who will as quickly as possible decide appropriate measures to eliminate the conflict.
12. The CSCS's Board decision as to whether or not a conflict of interest exists will be governed by the following procedures:
  - a) Copies of any written documents to be considered by the Board will be provided to the Representative who may be in a conflict of interest situation.
  - b) The Representative who may be in a conflict of interest situation will be provided an opportunity to address the CSCS's Board orally or, if granted such right by the CSCS's Board, in writing.
  - c) The decision will be by a majority vote of the CSCS's Board.
13. If the Representative acknowledges the conflict of interest, the Representative may waive the right to be heard, in which case the CSCS's Board will determine the appropriate outcome or sanction.

### **Decision**

14. After hearing and/or reviewing the matter, the CSCS's Board will determine whether a conflict of interest exists and, if so, the sanctions, if any, to be imposed.

### **Sanctions**

15. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
  - a) Removal or temporary suspension of certain responsibilities or decision-making authority.
  - b) Removal or temporary suspension from a designated position, including employment.
  - c) Removal or temporary suspension from certain teams, events and/or activities.
  - d) Expulsion from the CSCS.
  - e) Other actions as may be considered appropriate for the real or perceived conflict of interest, in the Board's sole discretion.
16. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

### **Enforcement**

17. Any person who believes that an Individual has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the CSCS to be addressed under the CSCS's *Discipline and Complaints Policy*.

### **Appeals**

19. Decisions made pursuant to this Policy are subject to appeal pursuant to the *Appeal Policy*.

### **Privacy**

18. The collection, use and disclosure of any personal information pursuant to this Policy is subject to the CSCS's *Privacy Policy*.



## CONFLICT OF INTEREST DECLARATION FORM

In signing below, I acknowledge that I have read the CSCS's 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, as soon as it is known to me.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date