

- c. *“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 CSCA 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 CSCA not being able to achieve a result which would be in the best interest of CSCA. A real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties.
- d. *“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.
- e. *“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.
- f. *“Perceived Conflict of Interest”* – A perception by an informed person that a conflict of interest exists or may exist.
- g. *“CSCA Representatives”*- All individuals employed by CSCA and CSCA directors, committee members, and other volunteers who are decision-makers within CSCA.

A.8 CONFLICT OF INTEREST POLICY

Definitions

The following terms have these meanings in this Policy:

Purpose and Application

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

Statutory Obligations

4. CSCA 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 a CSCA Representative’s interest and the interests of CSCA must at all time be resolved in favor of CSCA.

Additional Obligations

6. In addition to fulfilling all requirements of the Act, CSCA Representatives will also fulfill the additional requirements of this policy. CSCA 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 CSCA, unless such business, transaction or other interest is properly disclosed to CSCA 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 CSCA, 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 CSCA, or in which they have an advantage or appear to have an advantage on the basis of their association with CSCA;
- f. Use CSCA property, equipment, supplies or services for activities not associated with the performance of official duties with the CSCA without the permission of CSCA;
- g. Place themselves in positions where they could, by virtue of being an CSCA 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 a CSCA Representative.

Disclosure of Conflict of Interest

7. All CSCA 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 CSCA 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 CSCA 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 a CSCA 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 CSCA 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 CSCA's best interests, and with this policy provided the CSCA 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 CSCA Representative may be considered and decided upon by CSCA provided that:

- a. The nature and extent of the CSCA 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 CSCA Representative does not participate in discussion on the matter giving rise to the conflict of interest;

- c. The CSCA Representative abstains from voting on the proposed decision or transaction;
- d. The CSCA Representative is not included in the determination of quorum for the proposed decision or transaction; and
- e. The decision or transaction is in the best interests of CSCA.

Conflicts Involving Employees

10. CSCA will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with CSCA, 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 CSCA. Any determination as to whether there is a conflict of interest will rest solely with CSCA, 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 CSCA.

Enforcement

11. Failure to adhere to this Policy may give rise to discipline in accordance with CSCA'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 CSCA's Appeal Policy.

13. No action or legal proceeding will be commenced against the CSCA or its members in respect of a dispute, unless the CSCA 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 CSCA's Board of Directors on the 4th day of June, 2013.