



## **Policy on Conflict of Interest**

### **Introduction**

1. The Ontario Fencing Association, its members and/or all persons who do business or have affiliations with the OFA and/or its members have an obligation to avoid any conflicts of interest whatever the conflict, and must ensure that their activities and interests do not conflict with the OFA and/or its members or with their obligations, duties and responsibilities within the OFA.
2. This Policy on Conflict of Interest is also considered a core document of the OFA policy framework and is therefore subject to change as directed by the OFA Board of Directors in order to protect the interests of the OFA and its members.

### **Purpose**

3. This policy sets out to provide a standard of conduct to prevent, avoid, resolve and end any or all Conflict of Interest situations, be they real, potential or perceived.

### **Scope and Applicability**

4. This policy applies to all the OFA representatives including all members of the Board of Directors of the OFA, officers, committee members, paid staff members, voluntary staff members and other appointed representatives of the OFA.
5. This policy on Conflict of Interest supersedes any previous Conflict of Interest policies of the Ontario Fencing Association effective the date of approval of the policy by the Board of Directors.

### **Definitions**

6. The following definitions are presented in the context of the OFA Conflict of Interest Policy:
  - a. Conflict of interest: a situation in which a representative of the OFA, in any capacity at the time of making a decision with direct or indirect affiliation with the OFA and/or its members, is influenced or could be influenced or could be perceived to be influenced by personal, financial, business or other considerations, having no relation to the interest of the OFA and/or its members, or is not in the best interests of the OFA and/or its members.
  - b. Pecuniary interest: an interest that a person may have in a matter based on the expectation, possibility or probability of a financial loss or gain for that person or any other individual with whom this individual has direct or indirect affiliations
  - c. Non-pecuniary interest: an interest where a person may expect to obtain an advantage that does not include a financial advantage, including:
    - i. Coach-athlete, athlete-club and family relationships, friendships and any other interpersonal relationships;
    - ii. Volunteer position within other organizations; or
    - iii. Any other interests that do not necessarily involve a financial loss or gain.
  - d. Affiliation: having an attachment or connection with an organization, including as a paid member.
  - e. Contact: a person or organization that is or may be communicated with for the purpose of obtaining information, supplies, assistance, etc, with or without the possibility, probability or expectation of financial or other gain.
  - f. Membership: the state or condition of being a member of an organisation, association or recognised group, usually as the result of the payment of a fee.
  - g. Perceived Conflict of Interest: is related to appearances and perceptions and does not necessarily depend whether a real conflict of interest situation exists.

- h. Real Conflict of Interest: arises when a person, in a decision-making situation, actually accords preferential treatment to a party for either pecuniary or non-pecuniary advantage

## **Covenants**

- 7. All representatives of the CFF commit to avoid at any time placing themselves in a Conflict of Interest situation and shall therefore not, in any circumstances:
  - a. Engage in any business or transaction or have any interest that conflicts with their duties with the OFA, unless such business, transaction or other interest is properly disclosed and managed in accordance with this policy.
  - b. Either directly or indirectly place themselves in a position where they are under obligation to any person who might benefit from special favours or considerations, or who might seek, in any way, preferential treatment.
  - c. Place themselves in a position whereby they could be influenced in a decision by personal, financial, business or other interests.
  - d. Accord, in the performance of their duties and obligations, preferential treatment to family members or friends, or to organizations in which they or their family or friends have a financial or other interest.
  - e. Derive personal benefits from information that they have acquired during the course of fulfilling their duties with the OFA, where this information is confidential or is not generally available to the public.
  - f. Accord, seek or accept, either directly or indirectly, a favour or benefit for themselves or for a third party, in exchange for a decision, an intervention or a service from the OFA.
  - g. Engage in any employment, activity or business or professional undertaking that conflict or appear to conflict with their official duties with the OFA, or in which they have an advantage or appear to have an advantage on the basis of their association to the OFA, unless such employment, activity, business or professional undertaking is properly disclosed and managed in accordance with this policy.
  - h. Use or allow the use of the OFA's resources, property, equipment, materials, supplies and any other property or services for any reason other than for which they are intended.
  - i. Place themselves in a position where they could, by virtue of being a representative of the OFA, influence decisions or contracts from which they could derive any direct or indirect benefit or interest.
  - j. Accept a cash donation, gift or favour that could be construed as being given in anticipation of, or in recognition for, any special treatment granted by virtue of being a representative of the OFA.
  - k. Disclose confidential or privileged information acquired during the course of fulfilling their duties with the OFA. l. Benefit neither from past duties with the OFA nor act against the best interests of the OFA.

## **Disclosure of Conflicts of Interest**

- 8. All representatives shall disclose any Conflict of Interest, perceived or real, situation in the following manner:
  - a. Upon being nominated, elected or recognized, or upon being employed, and on an annual basis thereafter, all the OFA directors, officers, employees, officials and committee members will complete a written statement disclosing any real or perceived Conflict of Interest that they might have, according to the Disclosure of Conflict of Interest Statement appended at Appendix 1.
  - b. At any time a person becomes aware that he might be in a position of real or perceived Conflict of Interest he shall disclose this conflict to the Board of Directors in writing by submitting an initial or revised Disclosure of Conflict of Interest Statement appended at Appendix 1.
  - c. When a representative is in a position of real or perceived Conflict of Interest, he must inform the Board of Directors in writing by submitting an initial or revised Disclosure of Conflict of Interest Statement appended at Appendix 1.
  - d. Any person who believes that a representative of the OFA 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 signed statement detailing the alleged Conflict of Interest situation, including specifics in terms of names, dates, places and nature of the conflict of interest.

## **Responsibilities of the Board of Directors of the OFA**

- 9. The Board of Directors is responsible for the application of, and compliance with, the Conflict of Interest policy by all the OFA representatives, in the last instance.
- 10. The Board of Directors may at any time take any fair, reasonable and appropriate measures to protect the rights of the OFF and any of its representatives, in order to ensure compliance with this policy.



### **Actions upon Disclosure**

11. Following disclosure of any real or perceived Conflict of Interest that could affect the carrying out of the obligations, duties and responsibilities of a representative of the OFA, said representative will withdraw from all situations where the Conflict of Interest exists. When in doubt, the Board of Directors will make final determination as to the course of action, in recognition of the best interests of the OFA and its members, and with this policy.
12. Following disclosure of any real or perceived Conflict of Interest, regarding a particular decision, situation or matter, the following principles apply:
  - a. The person in a Conflict of Interest may not participate in a discussion of this decision, situation or matter, either formally at the meeting or informally through private contact, communication and discussion, unless such participation is approved by a unanimous vote of the Board of Directors or the OFA committee members, as applicable.
13. Following disclosure of any real or perceived Conflict of Interest, regarding a particular decision, situation or matter, the following principles apply:
  - a. The person in a Conflict of Interest may not participate in a discussion of this decision, situation or matter, either formally at the meeting or informally through private contact, communication and discussion, unless such participation is approved by a unanimous vote of the Board of Directors or the OFA committee members, as applicable.

### **Actions upon Failure to Disclose a Conflict of Interest**

14. When an OFA representative has failed to disclose a Conflict of Interest to the Board of Directors, the President of the OFA shall:
  - a. Request that the representative's actions or omissions be justified in writing.
  - b. Discuss the circumstances and the justifications provided by the representative at the next meeting of the Board of Directors or, if circumstances necessitate, convene a meeting of the Board, by any appropriate means, in a timely manner.
  - c. Decide of the course of action in the stated case and apply appropriate disciplinary measures, when relevant, in compliance with the best interests of the OFA and its members, and with this policy.
15. Any OFA representative who violates this policy is liable to sanction by the Board of Directors, ranging from simple reprimand to suspension from all activities of the OFA.
16. In the event that an inflexible application of this policy would produce an excessive result which would be inconsistent with the OFA and its members' best interests, it is provided that the policy will be tempered by appropriate discretion of the Board of Directors. 16. In the event that the Board of Directors confirms the existence of a Conflict of Interest, the Board of Directors will make it public in the most appropriate manner.

### **Documentation**

17. Documentation relating to Conflict of Interest situations will be recorded in the Minutes of the Board of Directors and/or all the OFA committees, as applicable.

### **Decision Final and Binding**

18. The decision of the Board of Directors will be binding on the parties and on all the OFA representatives, subject to the right of any party to seek a review of the decision pursuant to the rules of the Sport Dispute Resolution Centre of Canada (SDRCC) as amended from time to time.
19. No action or legal proceeding will be commenced against the OFA or its representatives in respect of a dispute, unless the OFA has refused or failed to abide by the provisions for appeal as set out in this policy.