

4.0 CONFLICT OF INTEREST POLICY

Policy Category:	Business Operations
Approval Authority:	CEO & Board
Lead Responsibility:	Human Resources
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POLICY STATEMENT

The honesty and integrity of CSI (Canadian Sport Institute) Pacific demands that the impartiality of staff, in the conduct of their duties, be above suspicion. Staff conduct should instill confidence and trust and must not bring our organization into disrepute. **‘Conflict of interest’** occurs when a staff’s private affairs or monetary interests are in conflict, or could result in a perception of conflict, with their duties or responsibilities. This policy applies to all CSI Pacific staff as defined below.

POLICY APPLICATION

This policy applies to all staff but recognizes the contractual relationship that defines duties or services required by CSI Pacific. Staff is defined as any individual employed by or engaged in activities on behalf of CSI Pacific, including employees, contract personnel, graduate interns, interns, and volunteers (which includes Directors of the Board). The application of the policy may differ depending on contractual agreements; however, all staff must understand when potential conflict of interest may arise in their duties with CSI Pacific and potential ways in which conflicts can be resolved or minimized. Opportunities of Interest may be looked upon favourably where partnerships and/or relationships may advance CSI Pacific’s purpose. While this policy applies to the Board of Directors, the *Board and Volunteer Policy* should be referenced in relation to the functional role of the board as it relates to conflicts of interest defined in this policy.

Defining and Identifying a Conflict of Interest

All staff may be in a real or perceived conflict as it relates to decisions and or interactions made during their duties. CSI Pacific references the Sport Dispute Resolution of Canada’s guidance on [Sport Related Decision Making](#), wherein conflicts may fall into one of the categories below:

1. Green List: Facts that are not considered, objectively, as a conflict of interest but warrant caution

2. Orange List: Situations that could create a perception of conflict of interest among the persons affected by the decision
3. Flexible Red List: Serious conflict situations, but less serious than the Inflexible Red List.
4. Inflexible Red List: These situations raise the most serious concerns about impartiality

Examples of conflicts of interest include, but are not limited to the following:

A staff member uses CSI Pacific property or the staff member's position or affiliation to pursue personal interests;

A staff member is approached by an organization and/or individual to provide paid services that are like current CSI Pacific provided programs and services;

A staff member is in a situation where they are under obligation to a person who might benefit from or seek to gain special consideration or favour;

A staff member, in the performance of official duties, gives preferential treatment to an individual, corporation or organization, including a non-profit organization, in which the staff member, or a relative or friend of the staff member, has an interest, financial or otherwise;

A staff member benefits from, or is perceived to have benefited from, the use of information acquired solely by reason of engagement with the institute;

A staff member benefits from, or is perceived to have benefited from, a transaction over which the staff member can influence decisions (for example, sales, purchases, contracts, or appointments);

A current CSI Pacific partner organization approaches staff for additional service under employment or contractual agreement;

A staff member requests or accepts from an individual, corporation, or organization, directly or indirectly, a personal gift or benefit that arises out of their engagement with the institute other than:

- the exchange of hospitality between persons doing business together;
- tokens exchanged as part of protocol;
- the normal presentation of gifts to persons participating in public functions;
- the normal exchange of gifts between friends; and
- solicits or accepts gifts, donations, or free services for work-related leisure activities other than in situations outlined above http://www.crdsc-sdrcc.ca/eng/documents/SDRCC_COI_Brochure_ENG_final_web.pdf

Outside Remunerative and Volunteer Work

CSI Pacific employees

An employee is a person who is entitled to wages and benefits in exchange for following the organization's guidelines and remaining loyal to the organization. Under CSI Pacific staffing structure, graduate interns would fall under this category. Employees may engage in

remunerative employment with another employer, carry on a business, or engage in volunteer activities provided the activities do not cause a real or perceived conflict of interest with their employment with CSI Pacific as defined in the above section.

All employees MUST complete our Conflict of Interest Declaration Form upon the acceptance of employment and during employment when instances of possible conflict of interest arise. If unsure of a possible conflict, staff should complete the Conflict of Interest Declaration Form. The completed Conflict of Interest Declaration Form must be submitted to hr@csipacific.ca and screened to determine whether there is a conflict of interest, and whether the requested position is approved or not. Employees MUST NOT accept another position, offer of employment, contract, commence a business, or engage in any other form of work by an employer, company, or organization, other than CSI Pacific, who is engaged in, provides services to, or is a part of the sports industry without first obtaining approval from the CEO. Failure to comply with the terms of this policy will result in disciplinary action up to and including dismissal.

Employees with questions regarding interpretation of the policy may discuss them with Human Resources or their Director.

CSI Pacific contractors

A contractor is an independent worker who has autonomy and flexibility but does not receive benefits such as health insurance and paid time off. A contractor who performs services for CSI Pacific is subject to the conflict of interest policy for the period and duties contracted by CSI Pacific. While contractors are autonomous in establishing other work outside of their CSI Pacific contract, they must:

1. Refrain from soliciting work from a CSI Pacific client whilst providing service for CSI Pacific. For example, a contractor must not negotiate independent work from a CSI Pacific client including servicing athletes or coaches
2. Uphold contractual obligations to CSI Pacific as stipulated in their contract or agreement with CSI Pacific
3. Declare remunerative work with organizations, employers, or clients, that is of a similar or same nature to the services which CSI Pacific provides to partners and clients. For example, all work that could be serviced through Performance Nation

The completed Conflict of Interest Declaration Form must be submitted to hr@csipacific.ca prior to renewal of contract. Declarations will be screened by HR to determine whether there is a conflict of interest that would impact CSI Pacific contracted services, affect impartiality of working relationships with CSI Pacific or its clients, or fall within this policy.

RESOLVING CONFLICT OF INTEREST

All staff must provide a declaration of real or perceived conflicts that may exist in relation to CSI Pacific duties. Declarations are required when an individual identifies a real or perceived conflict and may be regularly circulated for completion. Declarations are sent to Human Resource through Bamboo HR system, and are initially screened by Human Resources, and referencing

SDRCC guidance on [Sport Related Decision Making](#). Conflicts of interest will be resolved or approved within the following categories:

1. Green List: Facts that are not considered, objectively, as a conflict of interest but warrant caution: Conflict is approved by Human Resources and mitigation strategies identified. Staff Lead is informed of the conflict
2. Yellow List: Situations that could create a perception of conflict of interest among the persons affected by the decision. Conflict is approved by Human Resources and mitigation strategies identified. Staff lead is notified and meets with staff to discuss how conflict can be managed within CSI Pacific role
3. Red List (Flexible or Inflexible conflicts): Serious conflict situations that raise the most serious concerns about impartiality. Conflict will be reviewed and cleared by the CEO and may be resolved by:
 - Applying where applicable, CSI Pacific's Discipline, Complaint and Dispute Resolution Policy
 - For remunerative conflicts, bringing service within CSI Pacific. CEO may consider a nominal "finder's fee" for remunerative conflict brought to CSI Pacific.
 - CEO may choose to obtain a legal opinion on complex conflicts or engage with a panel to make a final decision.

For Red List issues, the decision of the CEO is final.

In cases where mitigation strategies are not upheld or approved conflict has a material change, then staff must submit an updated Conflict of Interest Declaration Form, or lead must contact HR regarding concern in mitigation strategies or changes in "type" of conflict.

In cases where the CEO is in conflict the CSI Pacific board chair may act to resolve the conflict.

Conflicts that are not resolved or approved, may result in:

1. For contactors, termination of contract.
2. For employees, disciplinary action, termination, or restructuring role in accordance with BC employment standards.

Confidential and Intellectual Property

All Staff must sign a Confidentiality and Intellectual Property Agreement before commencing employment or work. Any exceptions or changes to the agreement must be approved by the CEO. Intellectual property, copyrights, patents, and trademarks resulting from the staff member's professional work on behalf of CSI Pacific become the property of CSI Pacific unless otherwise permitted by written agreement. Use of intellectual property may become a conflict in situations where the property is used to further a private interest or further personal gains.

Confidential information that staff receive through their employment/work must uphold CSI Pacific's Personal Information Protection Policy. Confidentiality may become a conflict in situations where staff use may further a private interest, be used as a means of making personal gains, or damaging the relationship between CSI Pacific and its clients.

Any individuals who are in doubt as to whether certain information is confidential must ask the appropriate authority before disclosing it. Caution and discretion in handling confidential information continues to apply after the employment relationship ceases.

Personnel Decisions

Staff are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason, or a benefit or perceived benefit could accrue to them.

a) Public Comments

All requests for public comment regarding the policies or operations of CSI Pacific are to be referred to the staff member's Director.

b) Political Activity

Staff are free to participate in political activities including belonging to a political party, supporting a candidate for elected office, and actively seeking elected office. Staff members' political activities, however, must be clearly separated from activities related to their employment or work. Staff must not use CSI Pacific property at, in or during any political activities. If engaging in political activities, Staff must be able to retain impartiality in relation to their duties and responsibilities to CSI Pacific. If staff attend political activities and engage in violent, destructive, abusive, or criminal behaviour, such behaviours will be subject to discipline up to and including termination. Staff must not engage in political activities during working hours and partisan politics at the local, provincial, or national levels are not to be introduced into the workplace. This does not apply to informal private discussions among co-workers.

Working Relationships

Staff who are direct relatives or who permanently reside together may not be employed in situations where:

- a reporting relationship exists where one staff member has influence, input or decision-making power over the other staff member's performance evaluation, salary, premiums, special permissions, conditions of work and similar matters; or
- the working relationship affords an opportunity for collusion between the two staff members that would have a detrimental effect on CSI Pacific's interest; or
- the working relationship exists between staff and client where either person has influence or decision-making power over the other person's performance evaluation, salary, contractual obligations, or other conditions that may constitute a conflict of interest.

The above restriction on working relationships may be waived if the CEO is satisfied that sufficient safeguards are in place to ensure that CSI Pacific's interests are not compromised.

International Relationships

CSI Pacific may engage in business or partnership collaborations with international organizations to provide services to Canadian athletes and coaches. In situations where the

international service delivery conflicts with services provided to Canadian athletes and coaches, a decision to pursue business requires the CEO to determine that:

1. The service can be delivered independent from Canadian funding sources.
2. Canadian National Sport Organization is notified of service and or partnership with international organization, and
3. Service provision can be delivered impartially as to not adversely affect Canadian Athletes or coaches

Personal Staff Gift Acceptance

Staff are permitted to accept personal gifts up to the value of \$200.00. If staff receive a personal gift worth more than \$200.00, they must declare receipt of the gift to hr@csipacific.ca. Declaring gifts over \$200.00 may result in review of conflict of interest. See Standard Operating Procedures and Guidelines for more information on gifts.

Policy Acknowledgment

I, _____, acknowledge that I have received and read the above Conflict of Interest Policy and the appropriate CSI Pacific Standard Operating Procedures (“SOP”) which outline my responsibilities and expectations from CSI Pacific. By my signature below, I acknowledge that I understand, accept, and agree to comply with the information contained within the Human Resources Policy and the SOP’s. My signature also acknowledges that revisions of this policy or SOP’s may occur, and all such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

Staff Name

Staff Signature

Date