



CONFLICT OF INTEREST POLICY

Preamble

All CSC Participants of Commonwealth Sport Canada (CSC) are expected to arrange their affairs and relationships in a manner that will prevent conflicts of interest from arising or from appearing to arise. They should not place themselves in a position where they are under obligation to any person who might benefit from special consideration or favour on their part or seek in any way to gain special treatment from them. Equally, CSC Participants should not have a pecuniary or other interest that could conflict or appear to conflict in any manner with the discharge of their duties and responsibilities.

1. Definitions

- 1.1 **Conflict of Interest** is any situation where your interests could influence or appear to influence your ability to:
 - a) act in CSC's best interests; and
 - b) represent CSC fairly and impartially.
- 1.2 **Interest** may be personal or those of a close friend, family member, business associate, corporation, or partnership in which you hold a significant interest, or a person to whom you owe an obligation.
- 1.3 **Indirect benefit** is a benefit that:
 - a) is derived by a close friend, family member, business associate, a corporation or partnership in which you hold a significant interest, or a person to whom you owe an obligation; or
 - b) advances or protects your interests although it may not be measurable in money.
- 1.4 **Designate** is a person that may be appointed by the Board to be its representative on specified conflict of interest matters.
- 1.5 **CSC Information** is information that is acquired solely by reason of involvement with CSC and is under an obligation to be kept confidential.
- 1.6 **CSC Participant(s)** means all individuals involved in CSC activities from time to time including, without limitation, CSC Employees, Board Members, Members-at-Large, Committee Volunteers, SportWORKS and Team Canada Members.

2. General Obligations

- 2.1 Unless authorized to do so by the Board or its designate, CSC Participants may not:
 - a) act on behalf of, or deal with CSC in any matter where there appears to be a conflict of interest; nor
 - b) use one's position, office, or affiliation with CSC to pursue or advance one's interests as defined in paragraph 1.2.



- 2.2 The "appearance of a conflict of interest" occurs when a well-informed person, acting reasonably, could have a perception that one is acting on behalf of CSC to promote one's interests as defined in paragraph 1.2.
- 2.3 If in doubt about a conflict of interest, promptly request and comply with the advice of the Board or its designate.
- 2.4 CSC Participants shall disclose a conflict of interest to the Board as soon as it becomes known. This is particularly relevant for individuals serving in multiple concurrent roles as a director, member of a National Sport Organization, Commonwealth Games Federation, or other Committees. If the CSC Participant is not aware of the conflict until after a matter is concluded, it is still required to make the disclosure without delay.
- 2.5 Unless otherwise directed, CSC Participants must immediately take steps to resolve the conflict or remove the appearance that it exists, by:
 - a) promptly declaring to the Board any conflict of interest as defined by this policy and asking that such declaration be recorded in the minutes;
 - b) excusing oneself from the portion of the meeting where the matter giving rise to the conflict of interest is being discussed;
 - c) refraining from all discussion of the matter giving rise to the conflict of interest, at any meeting of the Board, or elsewhere; and
 - d) refraining from voting on the matter giving rise to the conflict of interest, at any meeting of the Board.
- 2.6 In addition, CSC Participants may not:
 - a) use their relationship with CSC to confer an indirect benefit to another party as defined in 1.3(a); and
 - b) directly or indirectly benefit from any business activity involving CSC except in unique situations authorized by the Board.

3 Using CSC Property and Information

- 3.1 CSC Participants must have authorization from the Board or its designate to:
 - a) use, for personal purposes, property owned by CSC; or
 - b) purchase CSC property unless it is through channels of disposition equally available to the public and where the CSC Participant is not involved in some aspect of the sale.
- 3.2 CSC Participants may not take personal advantage of an opportunity available to CSC unless:
 - a) it is objectively clear that CSC has irrevocably decided against pursuing the opportunity; and,
 - b) the opportunity is equally available to members of the public.
- 3.3 CSC Participants may not use their position with CSC to solicit or transact business with any CSC stakeholder for business in connection with any interest as defined in paragraph 1.2.



- 3.4 CSC Participants may use CSC Information only for CSC purposes. It must not be used for personal benefit.
- 3.5 CSC Participants must protect CSC Information from improper disclosure and report any incidents of misuse to the Board or its designate.
- 3.6 CSC Participants may divulge CSC Information if authorized by the Board or its designate to do so, and the recipient has a lawful right to access it.
- 3.7 If in doubt about whether CSC Information may be released, promptly request, and comply with advice from the Board or its designate.

4 Rules about Gifts

- 4.1 CSC Participants shall not, directly, or indirectly, solicit, accept, or offer any form of remuneration or commission, nor any concealed benefit or service of any nature, connected with the organisation of the Commonwealth Games.
- 4.2 Only gifts of less than \$100.00 may be given or accepted, in accordance with prevailing local customs, by CSC Participants, as a mark of respect or friendship. Any other gift must be passed onto the organisation of which the beneficiary is a member.
- 4.3 The hospitality shown to CSC Participants and the persons accompanying them shall not be excessive.
- 4.4 CSC Participants may not use CSC property to make a gift, charitable donation, or political contribution to anyone on behalf of CSC. Any gift requires the authorization of the Board or its designate.
- 4.5 All CSC Participants are to be especially cognizant of conflicts of interest in any involvement with special events and ensure that their actions comply with CSC's Conduct Policy. CSC Participants with a concern regarding potential conflicts are permitted and encouraged to bring them forward for adjudication by the Board of Directors.

Document History

This document shall form part of every Orientation for Volunteers or Employees.

Drafted & Implemented	June 2024
Approved	September 9, 2024

Next Review Date: September 9, 2024



**CONFLICT OF INTEREST
ANNUAL DECLARATION**

I, _____ acknowledge that I have read and considered **CSC's Conflict of Interest Policy** and as:

	an Employee, Contractor, SportWORKS Officer or Intern of CSC		a Board of Director of CSC
	a Member-at-Large of CSC		a CSC Committee Member
	Another member or volunteer that CSC determines appropriate, from time to time		

I agree to conduct myself in accordance with **CSC's Conflict of Interest Policy**.

To the best of my knowledge and belief, except as disclosed herewith, neither I nor any person with whom I have or had a personal, business, or compensated professional relationship intends to engage in any transaction, to acquire any interest in any organization or entity, or to become the recipient of any substantial gift(s) or favour(s).

(A) Without exception _____

(B) Except as described in the statement below _____:

I undertake to review CSC's Conflict of Interest Policy from time to time during the term of my appointment to become familiar with, and to understand the implications of, any changes to the Policy. Should my circumstances change at any time during the year, I will immediately inform CSC.

Signature

Title

Printed Name

Date

Please complete and return to the Manager, Programs & Operations
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