

Policy Category	Advocacy
Policy Name	CDMFA Conflict of Interest Policy
Source	Football Canada, Alberta Government, Rugby Alberta
Date	Passed 2022-04-07

## Conflict of Interest

### 1. Definitions

- 1.1. An “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.
- 1.2. A “Conflict of Interest” is any situation where your interests could influence or appear to influence your ability to:
  - 1.2.1. Act in CDMFA’s best interest;
  - 1.2.2. Represent CDMFA fairly and impartially.
- 1.3. An “Indirect Benefit” is a benefit that:
  - 1.3.1. 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;
  - 1.3.2. Advances or protects your interests although it may not be measurable in money.
- 1.4. A “Designate” is a person that may be appointed by the Board to be its representative on specified conflict of interest matters.
- 1.5. “CDMFA Information” is information that is acquired solely by reason of involvement with CDMFA and is under an obligation to be kept confidential.

### 2. General Obligations

- 2.1.1. Unless authorized to do so by the Board or its designate, you may not:
  - 2.1.1.1. Act on behalf of, or deal with CDMFA in any matter where you are in, or appear to be in, a conflict of interest; nor
  - 2.1.1.2. Use your position, office, or affiliation with CDMFA to pursue or advance your interests as defined in paragraph 1.1.
- 2.1.2. The “Appearance of a Conflict of Interest” occurs when a reasonably well-informed person could have a perception that you are acting on behalf of CDMFA to promote your interests as defined in paragraph 1.1.
- 2.1.3. You shall formally disclose a conflict of interest to the Board as soon as it becomes known. If you do not become aware of the conflict until after a matter is concluded, you are still required to make the disclosure without delay.
- 2.1.4. If you are in doubt about whether you are or may be in a conflict of interest, you should promptly request and comply with the advice of the Board or its designate.
- 2.1.5. Unless otherwise directed, you must immediately take steps to resolve the conflict or remove the appearance that it exists, by:
  - 2.1.5.1. Promptly declaring to the Board any conflict of interest as defined by this policy and asking that such declaration be recorded in the minutes;

- 2.1.5.2. Excusing yourself from the portion of the meeting where the matter giving rise to the conflict of interest is being discussed;
- 2.1.5.3. Refraining from all discussions of the matter giving rise to the conflict of interest, at any meeting of the Board, or elsewhere;
- 2.1.5.4. Refraining from voting on the matter giving rise to the conflict of interest, at any meeting of the Board.
- 2.1.6. In addition, you may not:
  - 2.1.6.1. Use your relationship with CDMFA to confer an indirect benefit to another party as defined in 1.3(a).
  - 2.1.6.2. Directly or indirectly benefit from any business activity involving CDMFA except in unique situations authorized by the Board.

### **3. Using CDMFA Property and Information**

- 3.1. You must have authorization from the Board or its designate to:
  - 3.1.1. Use, for personal purposes, property owned by CDMFA;
  - 3.1.2. Purchase CDMFA property unless it is through channels of disposition equally available to the public, and you are not involved in some aspect of the sale.
- 3.2. You may not take personal advantage of an opportunity available to CDMFA unless:
  - 3.2.1. It is clear that CDMFA has irrevocably decided against pursuing the opportunity, and;
  - 3.2.2. The opportunity is equally available to members of the public.
- 3.3. You may not use your position with CDMFA to solicit or transact business with any CDMFA stakeholder for business in connection with any interest as defined in paragraph 1.1.
- 3.4. You may use CDMFA information only for CDMFA purposes. It must not be used for your personal benefit.
- 3.5. You may divulge CDMFA information if you are authorized by the Board or its designate to do so, and the person has a lawful right to access it.
- 3.6. If you are in doubt about whether CDMFA information may be released, you should promptly request and comply with advice from the Board or its designate.

### **4. Rules About Gifts**

- 4.1. You may accept a gift made to you because of your involvement in CDMFA in the following circumstances:
  - 4.1.1. The gift has no more than token value;
  - 4.1.2. It is the normal exchange of hospitality or a customary gesture of courtesy between persons doing business together;
  - 4.1.3. The exchange is lawfully and in accordance with accepted ethical practice and standards;
  - 4.1.4. The gift could not be construed by an impartial observer as a bribe, pay off, or improper or illegal payment.
- 4.2. You may not use CDMFA property to make a gift, charitable donation or political contribution to anyone on behalf of CDMFA. Any gift requires the authorization of the Board or its designate.
- 4.3. Directors are to be especially cognizant of conflicts of interest in any involvement with special events, including international matches, and ensure that their actions comply with the CDMFA Code of Conduct. Directors with a concern regarding potential conflicts are permitted to bring them forward for adjudication by the Board of Directors.

## Confidentiality, Conflict of Interest & Non-Competition Agreement

As it pertains to CDMFA Volunteers, Elected & Appointed Executive, Committee Members, Employees and Contractors Under a Service Agreement.

**Conflict of Interest.** I have read and understand the terms of the CDMFA Conflict of Interest Policy as prepared for the CDMFA Rules, Policies and Procedures.

**Obligation of Confidentiality.** I understand and agree that my position with the CDMFA creates a relationship of confidence and trust between the CDMFA membership and me with respect to (i) all Proprietary Information, and (ii) the confidential information of others with which CDMFA has a business relationship. At all times, both during my term with the CDMFA and after the termination of my position (whether voluntary or involuntary), I will keep in confidence and trust all such information, and I will not use, reveal, communicate, or disclose any such Proprietary Information or confidential information to anyone or any entity, without the written consent of the CDMFA, unless I am ordered to make disclosure by a court of competent jurisdiction.

**Other Business Activities.** So that the CDMFA may be aware of the extent of any other demands upon my time and attention, I will disclose to the CDMFA (such disclosure to be held in confidence by the CDMFA) the nature and scope of any other business activity in which I am or become engaged during the term of my position. During the term of my position, I will not engage in any business activity or employment which is in competition with, or is related to, the CDMFA's business or its actual or demonstrably anticipated development, or that will affect in any manner my ability to perform fully all of my duties and responsibilities for the CDMFA.

**Return of Materials and Property.** All documents, records, apparatus, equipment, databases, data and information, whether stored in physical form or by electronic means, and all electronic, computer, intellectual, and physical property inclusive of login and passwords ("Materials and Property"), whether or not pertaining to Proprietary Information, furnished to me by the CDMFA or produced by me or others in connection with my position, shall be and remain the sole and exclusive property of the CDMFA. I shall return to the CDMFA all Materials and Property as and when requested by the CDMFA. Even if the CDMFA does not so request, I shall return all Materials and Property upon termination of my term by me or by the CDMFA for any reason, and I will not take with me any Materials and Property, or any reproduction thereof, upon such termination.

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Signature of Officer / Employee / Contractor

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Signature of Witness

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Print Name & Title of Officer / Employee / Contractor

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Print Name of Witness

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Date

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Date