



POLICIES AND PROCEDURES

Conflict of Interest Policy

Effective: November 2016

1 Conflict of Interest Policy

1.1 Definitions

1.1.1 The following terms have these meanings in this Policy:

- a) *“Conflict of Interest”* – Any situation in which a Representative’s decision-making, which should always be in the best interests of the VSA, is influenced or could be perceived to be influenced by personal, organizational, family, financial, business, or other private interests.
- b) *“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
- c) *“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.
- d) *“Representatives”* – Individuals employed by, or engaged in activities or decision making on behalf of, the VSA including: team personnel, staff members, conveners, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the VSA.
- e) *“VSA”* – Valley Soccer Association

1.2 Background

1.2.1 Individuals who act on behalf of an organization have a duty first to that organization. For example, in not-for-profit organizations Directors are required, by law, to act as a trustee (in good faith, or in trust) of the VSA. Directors, and other Representatives, must not put themselves in positions where making a decision on behalf of the VSA is connected to their own personal interests or other soccer organizations. That would be a conflict of interest situation.

1.2.2 As per Canada Soccer Requirements for Good Governance, to ensure that there is no conflict of loyalty, no director of the Association shall hold simultaneously a position of director of another organization which is a member of the Association. Due to the make-up of VSA’s board, VSA recognizes this preference and will ensure:

- a) the VSA president position complies with CSA requirements.
- b) that signing authorities will not include members of the same M.O.
- c) that the VSA administrator be at least one signing authority who is not part of a M.O.
- d) that not more than 2 members of the same M.O. are represented on the board.

1.3 Purpose

1.3.1 The VSA strives to reduce and eliminate nearly all instances of conflict of interest at the VSA – by being aware, prudent, and forthcoming about potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest, and will clarify how Representatives shall make decisions in situations where conflict of interest may exist.

1.3.2 This Policy applies to all Representatives and Member Organizations.

1.3.3 VSA Member Organizations are responsible to ensure that their Conflict of Interest Policy is consistent with this Policy. As such, the VSA recommends that Governing Bodies adopt similar processes as described within this Policy or adopt this Policy with the substitution of ‘VSA’ with the name of the Governing Body.

1.4 Obligations

- 1.4.1 Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal or organizational interest and the interests of the VSA, shall always be resolved in favour of the VSA.
- 1.4.2 Representatives will not:
- a) Place them in a position where their loyalty or objectivity maybe questioned as they have a duty to another organization. A director of the VSA has a moral responsibility as a steward of the organization to do everything in his/her capacity to keep it in good health, and its interests must be foremost in his thoughts.
 - b) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the VSA, unless such business, transaction, or other interest is properly disclosed to the VSA and approved by the VSA.
 - c) Knowingly place themselves in a position where they are under obligation to any person or organization who might benefit from special consideration or who might seek preferential treatment.
 - d) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise.
 - e) Derive personal benefit from information that they have acquired during fulfilling their official duties with the VSA, if such information is confidential or not generally available to the public.
 - f) 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 the VSA, or in which they have an advantage or appear to have an advantage based on their association with the VSA.
 - g) Without the permission of the VSA, use the VSA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the VSA.
 - h) Place themselves in positions where they could, by virtue of being an VSA Representative, influence decisions or contracts from which they could derive any direct or indirect benefit.
 - i) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an VSA Representative.

1.5 Disclosure of Conflict of Interest

- 1.5.1 All VSA's decision makers, including but not limited to, Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a **Declaration Form (attached below)** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the VSA.
- 1.5.2 Where a Representative perceives that he/she is, or may potentially be, in a position of conflict with the principles enumerated herein, the Representative will disclose it:
- a) In the case of an employee or volunteer - to the VSA Board President
 - b) In the case of a Director, Officer or a member of a Board - to the VSA President
 - c) In the case of the VSA Board President - to the VSA administrator and/or the SSA
 - d) In the case of a town or member Organization – to the VSA President
- 1.5.3 Representatives shall also disclose all affiliations with all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

1.6 Minimizing Conflicts of Interest in Decision-Making

- 1.6.1 Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a VSA Representative will be considered and decided with the following additional provisions:
- a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted.
 - b) The Representative does not participate in discussion on the matter and is removed from the discussion.
 - c) The Representative abstains from voting on the decision.
 - d) The decision is confirmed to be in the best interests of the VSA.
- 1.6.2 For potential conflicts of interest involving the VSA Employees, the VSA's Board will determine whether there is a conflict. The VSA will not restrict employees from engaging in outside business activities or volunteer appointments provided that it does not deprive VSA of the time and attention required to properly perform their duties or which are in competition with or related to VSA activities.

1.7 Conflict of Interest Complaints

- 1.7.1 Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting), to the VSA and the VSA Board who will decide appropriate measures to eliminate the conflict.
- 1.7.2 The Board and the President may apply the following actions singularly or in combination for real or perceived conflicts of interest:
- a) Removal or temporary suspension of certain responsibilities or decision-making authority.
 - b) Removal or temporary suspension from a designated position.
 - c) Removal or temporary suspension from certain teams, events and/or activities.
 - d) Other actions as may be considered appropriate for the real or perceived conflict of interest.
- 1.7.3 Failure to comply with an action as determined by the Board will result in automatic suspension from the VSA until compliance occurs.
- 1.7.4 The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.
- 1.7.5 Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the VSA to be addressed under the VSA's *Formal Complaints Policy*.

1.8 Enforcement

- 1.8.1 Failure to adhere to this Policy may permit discipline in accordance with the VSA's *Formal Complaints Policy*.



Disclosure of Interest

As a member of the VSA or as a staff member, I understand that I must indicate in writing all affiliations with other organizations which do business with the VSA, for example, sales to or purchases from the VSA of goods and/or services, particularly if these affiliations could provide a personal or perceived benefit to myself or those associated with me.

In addition, I must declare any matter or relationship that is or may be reasonably perceived to be a conflict of interest with my responsibilities as a Director, as staff, or volunteer of the VSA.

In the case of members of the Board of Directors and the staff, and participants on Standing Committees of the Board, disclosure shall be recorded on this form and summarized in the Minutes of the Board of Directors meeting and/or in the Minutes of applicable committees of the Association. All conflicts that are reported and recorded will be communicated to the Board of Directors through the publication of these Minutes.

Should a new matter or relationship arise during a term of volunteer, a Director or during the employment of a staff member or if the status of a Director, committee or staff member changes during the period of their service to the VSA, that individual is required to immediately file notice of the new matter, relationship or change in status as follows:

1. **Director and staff member** – immediately at the time of the new matter, relationship or change of status via a new Conflict of Interest Disclosure Statement, and;
2. **Committee member or volunteer** – via a verbal declaration to VSA board or applicable Member Organization

Name of affiliated organization and/or nature of the conflict of interest or potential conflict of interest: (add space as required)

Name: (Please Print) _____ Signature: _____ Date: _____