

# Conflict of Interest Policy

## POLICY DEFINITIONS

1. For the subject Conflict of Interest Policy (“COI Policy”) of Bobsleigh Canada Skeleton (“BCS”), the definition of each of the following terms is:
  - a. *Representative*: Any individual or entity employed by or engaged in activities on behalf of BCS including but not necessarily limited to: athletes, coaches, management, employees, contractors, volunteers, committee members, BCS Board members, and any related entity of such individuals.
  - b. *Conflict of Interest*: Any situation in which a Representative’s decision-making and/or action, which must first and foremost always be in the best interests of BCS, is influenced or could be influenced by personal, family, financial, business, or other non-BCS interests and/or relationships.
  - c. *Pecuniary Interest*: An interest that a Representative may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that Representative, or another party with whom that Representative is associated.
  - d. *Non-Pecuniary Interest*: An interest that a Representative may have in a matter that may involve personal, family, financial, business, or other non-BCS interests and/or relationships that do not involve the potential for financial gain or loss.

## POLICY PURPOSE

2. BCS strives to eliminate all instances of real or perceived conflict of interest related to BCS by being aware, prudent, and forthcoming about potential conflicts. This COI Policy describes how every Representative must conduct themselves in matters relating to real or perceived conflict of interest, and will clarify how a Representative must make decisions and/or take action in situations where a real or perceived conflict of interest may exist.
3. This COI Policy applies to any Representative.

## OBLIGATIONS OF REPRESENTATIVES

4. A Representative will NOT:
  - a. Make any decision or undertake any action that might affect BCS in a manner that is incompatible with the Representative’s obligation to BCS.
  - b. Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with the Representative’s obligation to BCS, unless such business, transaction, or other interest is properly and previously disclosed to and approved by the applicable BCS authority.
  - c. Knowingly, or reasonably should know, place themselves in a position whereby they are under obligation to another individual or entity that might benefit from special consideration or which might seek preferential treatment as a result of the Representative’s decision and/or action.
  - d. In the performance of their obligation to BCS, give preferential treatment to family members, friends, colleagues, associates or entities in which their family members, friends, colleagues or associates have an interest, financial or otherwise.

- e. Derive personal benefit from information that they have acquired during the course of exercising their obligation to BCS, 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 obligation as a representative of BCS, or in which they have an advantage or appear to have an advantage on the basis of their being a Representative of BCS.
  - g. Without the permission of BCS, use BCS's property, equipment, supplies, or services for activities not associated with the performance of their obligation to BCS.
  - h. Place themselves in a position where they could, by virtue of being a BCS Representative, influence decisions or arrangements 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 BCS Representative.
5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's interest and the interests of BCS, shall always be resolved in favour of BCS.

## **DISCLOSURE AND REPORTING**

6. As part of the process of joining BCS in any capacity, such as those described in Paragraph 1a above, and at any point during a Representative's engagement with BCS, they must immediately disclose any real or perceived conflict of interest to the BCS CEO immediately upon becoming aware that a conflict of interest may exist. If it is the CEO or a BCS Board member or a BCS committee member who has a real or perceived conflict of interest, they must disclose it to the BCS Board.
7. A Representative must disclose any and all affiliations with any and all other party involved with the same sport. These affiliations may include but is not limited to the following roles: athlete, coach, manager, official, employee, volunteer, or Director.
8. Any party that believes that a Representative may be in, or may about to be in, a real or perceived conflict of interest situation must report the matter in writing to, as applicable, the BCS CEO or the BCS Board.

## **MITIGATING A CONFLICT OF INTEREST**

9. A decision or action that involves a real or perceived conflict of interest that has been proactively disclosed by a Representative will be considered and decided upon by, as applicable, the BCS CEO or the BCS Board with the following additional provisions:
- a. The nature and extent to which the Representative's interest has been fully disclosed;
  - b. The Representative does not participate in the CEO or Board's deliberation on the matter;
  - c. The Representative abstains from voting on the CEO or Board's decision on the matter;
  - d. The subject decision or action of the Representative is confirmed by the CEO or Board, as applicable, to be in the best interest of BCS.
10. A real or perceived conflict of interest that arises by means other than the Representative's proactive or full disclosure will be considered and decided upon by, as applicable, the BCS CEO or the BCS Board in the context of such circumstance.

11. In matters for which, as applicable, the CEO or the Board determines that a real or perceived conflict does exist:
  - a. The subject Representative will resolve the conflict by immediately ceasing the decision or action that is giving rise to the issue; and
  - b. The CEO or the Board, as applicable, will determine what sanctions, if any, will be applied to the Representative (per Paragraph 12 below).

#### **SANCTIONING A CONFLICT OF INTEREST**

12. The BCS CEO or the BCS Board, as applicable, will decide the appropriate sanction to be applied to the subject Representative as a result of the Representative's real or perceived conflict of interest. Such sanction may include:
  - a. Removal or temporary suspension of the Representative from certain responsibilities or decision-making authority; and/or
  - b. Removal or temporary suspension of the Representative from a designated position; and/or
  - c. Removal or temporary suspension of the Representative from certain teams, events, and/or activities; and/or
  - d. Expulsion of the Representative from BCS; and/or
  - e. Other actions as may be considered appropriate.
13. Failure of a subject Representation to comply with a sanction applied to them will result, at a minimum, in the Representative's automatic suspension from BCS until compliance occurs.

#### **APPEALING A CONFLICT OF INTEREST SANCTION**

14. If a Representative has been sanctioned regarding a Conflict of Interest matter, they have the choice to appeal it per BCS's Appeals Policy.