



# CODE OF CONDUCT, CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

| Approval / Amendments | Date  |
|-----------------------|---|
|                       | Replaces previous Code of Conduct and Conflict of Interest Policy for Directors, Officers and Employees (December 13, 2017) |
| Approval              | Adopted at May 9, 2019 Board meeting  |
| Amendment 1           | Adopted at September 12, 2019 Board meeting (addition of Privacy Procedures)  |
| Amendment 2           | February 11, 2021 (update definition of “related person” to adhere to WD Contribution Agreement)                            |

## **PREAMBLE:**

The **CODE OF CONDUCT, CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT** is a statement of the essential principles that govern the conduct of Community Futures Big Country Board Members, Committee Members, Volunteers, Staff and Contractors.

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### **1.0 - CODE OF CONDUCT**

The Community Futures Big Country (hereafter referred to as “CFBC”) Board Members, Committee Members, Volunteers, Staff and Contractors shall always act honestly and in good faith in the best interests of CFBC.

Acting honestly and in good faith in the best interests of CFBC requires all CFBC Board Members, Committee Members, Volunteers, Staff and Contractors to agree to always:

- i. Conduct themselves in a manner that serves the best interests of CFBC and brings credibility and good will to the organization.
- ii. Act in full compliance in both the letter and the spirit of all applicable policies and laws.
- iii. Comply fully with the law and always avoid any situation which could be perceived as improper or could indicate a casual attitude toward compliance.
- iv. Refrain from committing or condoning any unethical or illegal act or instructing another Board Member, Committee Member, Volunteer, Staff, Contractor or Supplier to do so.
- v. Ensure that the financial affairs of CFBC are conducted in a responsible and transparent manner with due regard to their individual and collective fiduciary responsibilities.
- vi. Respect and support CFBC policies including the Code of Conduct, Confidentiality and Conflict of Interest Agreement.
- vii. Refrain from publicly challenging CFBC Board, Board Committee or Management decisions outside of Board, Board Committee and/or other CFBC meetings.
- viii. Speak on matters related to CFBC only with appropriate and specific authorization.
- ix. Believe in, support, and speak well of CFBC.
- x. Ensure not to use their CFBC position(s), or the knowledge gained in that position(s), for personal gain or in a manner which conflicts with the best interests of CFBC.
- xi. Recognize CFBC’s clients deserve a quality of service that is professional, courteous, timely, equitable, efficient and effective.
- xii. Ensure all CFBC policies and programs are implemented equitably and objectively.
- xiii. Immediately declare to the CFBC Board Chair or its Manager of Operations and Community Development any obligation or relationship they may have to persons or organizations with whom CFBC has or is considering dealings, including as a buyer or seller of goods and services or in which the person/organization could potentially benefit

(or be perceived to benefit) from CFBC's dealings or relationships, when the Board Member is in a position to influence such dealings.

- xiv. Keep confidential all CFBC matters (See Code of Confidentiality – below).

## **2.0 - CODE OF CONFIDENTIALITY**

CFBC Board Members, Committee Members, Volunteers, Staff and Contractors are required to keep confidential:

- i. All CFBC proprietary, technical, business, financial or legal information.
- ii. CFBC Board, Committee, Staff and Volunteer lists and all personal information.
- iii. CFBC Board, Committee or Management votes, deliberations, decisions and any other matters determined by the CFBC Board, Board Committees and/or Management.
- iv. Any and all CFBC client information.
- v. CFBC financial information, status and statements unless otherwise approved for release by the Board to the public.

### **DISCLOSURE:**

In serving CFBC, Board Members, Committee Members, Staff, Volunteer and Contractors shall not divulge, disclose, provide or disseminate confidential information to any third party, including any other Community Futures organization, family members, or those not employed or contracted by CFBC at any time, unless CFBC gives written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal operations of CFBC.

It is acknowledged by each CFBC Board Member, Committee Member, Volunteer, Staff and Contractor that the duty of confidentiality will continue indefinitely after a Board Member, Committee Member, Volunteer, Management, Staff and/or Contractor has left CFBC unless ordered or expressly authorized by law.

### **CFBC PROPERTY:**

CFBC Board Members, Committee Members, Volunteers, Staff and Contractors must return all property owned by CFBC at completion of Board term, termination of employment, or at the end of a volunteer term.

### **3.0 - CONFLICT OF INTEREST**

#### **PREAMBLE:**

A Conflict of Interest exists when a CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor participates in making a decision on any issue under consideration by the CFBC Board and/or its Committees and/or its Staff and he/she knows, or should reasonably know, that the decision or recommendation may provide an opportunity to enhance the private interest of the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor or promote the private interest of another person (i.e. including a family member) or organization to which the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor is affiliated.

#### **INTENT:**

All CFBC Board Members, Committee Members, Volunteers, Staff and Contractors shall act always in the best interests of the CFBC rather than the interests of themselves and/or other constituencies. This means setting aside personal self-interest and performing their duties in such a manner that promotes public confidence and trust in the integrity, objectivity and impartiality of the CFBC Board.

CFBC Board Members, Committee Members, Volunteers, Staff and Contractors shall therefore not use their positions with CFBC to pursue or advance their personal interests, those of an immediately related party (1) a business associate, corporation, union, or partnership or the interests of a person to whom the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor owes an obligation.

CFBC Board Members, Committee Members, Volunteers, Staff and Contractors acting in a decision-making capacity must:

- i. Not directly or indirectly benefit (2) from a transaction with CFBC over which the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor can influence decisions made by CFBC.
- ii. Not take a personal advantage of an opportunity available to CFBC unless CFBC has clearly and irrevocably decided against pursuing the opportunity and the opportunity is also made available to all other Board Members, Committee Members, Volunteers, Staff, Contractors and the public.
- iii. Not use his/her position with CFBC to solicit clients for one's own business or a business operated by a close friend, family, business associate, corporation, union or partnership of the Board Member, Committee Member, Volunteer, Staff and/or Contractor or a person to whom the Board Member, Committee Member, Volunteer, Staff and/or Contractor owes an obligation.

- iv. Avoid any situation in which there is, or appears to be, potential conflict of interest which could appear to interfere with the judgement of the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor in making decisions in CFBC's best interest.

There are a variety of situations that could give rise to a conflict of interest. Most common examples include, but are not limited to:

- Accepting gifts, favours, or remuneration from suppliers;
- Accepting a gift of significant value while representing CFBC as a CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor in attendance at an event;
- Having close or family relationships with outside suppliers;
- Passing confidential information to competitors;
- Using privileged information inappropriately;
- Influencing CFBC to direct funds to a business entity where the director works or is involved;
- Influencing or participating in a decision of CFBC that will directly result in the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor's own financial or other form of gain;
- Divulging confidential information to a friend or family director that is then used to benefit their position in a bidding process.

Specifically:

- i. No CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor will use their position, or the knowledge gained in that position for personal gain or in a manner which conflicts with CFBC's best interests.
- ii. No CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor will accept any payments, gifts, entertainment or other favours which might reasonably be viewed as interfering with the exercise of independent and objective judgment.

## **DISCLOSURE:**

The primary responsibility for identifying, declaring and disclosing a conflict of interest lies with the individual. CFBC Board Members, Committee Members, Volunteers, Staff and/or Contractors are required to identify, declare and disclose any potential or actual conflicts of interest to the CFBC Board Chair. In the case of the CFBC Board Chair, the Chair is required to disclose any potential or actual conflict of interest to the CFBC Vice-Chair. In the case of the CFBC Manager of Operations and Community Development, disclosure should be made to the CFBC Board Chair.

**Note:** This responsibility exists even if the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor does not become aware of the conflict until after a transaction is complete.

If a CFBC Board Member or Committee Member has identified a conflict of interest or possible conflict of interest, he/she shall at the earliest possible Board or Board Committee meeting:

- i. Disclose the nature and the extent of the potential conflict of interest; and
- ii. Declare the amount and nature of the benefit (financial or otherwise) that might be received, directly or indirectly; and
- iii. Ensure the particulars of the full declaration and the disclosure are recorded in detail in the minutes of the CFBC Board or Committee meeting; and
- iv. Excuse him/herself from the meeting room until after the discussion and vote has been taken. At no time and in no manner will the Board Member or Committee Member making the declaration and disclosure participate in or in any way attempt to provide influence into any part of the discussion related to the declared and disclosed matter.
- v. The Board or Committee Member's removal of self from the meeting and his/her abstention from the related discussion and vote will be recorded in the minutes of the Board or Committee meeting.
- vi. The Board, at its discretion and as required, may seek legal advice.
- vii. The final authority for determining a conflict of interest lies with the CFBC Board.

If a CFBC Staff, Contractor or Volunteer has a possible conflict of interest, he/she at the earliest possible opportunity shall fully disclose the nature of the conflict or potential conflict of interest to the CFBC Manager of Operations and Community Development. The CFBC Manager of Operations and Community Development shall determine if a conflict of interest lies with the CFBC Staff, Contractor or Volunteer making the disclosure and declaration. The Manager of Operations and Community Development, at his/her discretion, may defer the final decision to the CFBC Board Chair or at the direction of the Board Chair, to the CFBC Board.

In the event the CFBC Manager of Operations and Community Development has a possible conflict of interest, he/she shall at the earliest possible opportunity fully disclose the nature of the conflict or potential conflict of interest to the CFBC Board Chair. In these circumstances, the CFBC Board Chair shall determine if a conflict of interest lies with the CFBC Manager of Operations and Community Development. The Board Chair, at his/her discretion, may defer the final decision to the CFBC Board.

It is the responsibility of other Board Members, Committee Members, Volunteers, Staff and/or Contractor(s) aware of a conflict of interest or perceived potential conflict of interest on the part of the fellow Board or Committee Member, Volunteer, Staff or Contractor to raise the issue for clarification; first with the Board or Committee Member, Volunteer, Staff or Contractor, and if unresolved, with the CFBC Board.

Provided that a CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor has made a full declaration and disclosure of his/her interest in any CFBC related matter, has adhered to and agrees to continue to adhere to this CFBC Policy in all manner, they are not required to vacate their office by reason of having an interest in the declared and disclosed matter.

## FAILURE TO COMPLY:

Board Members, Committee Members, Volunteers, Management, Staff and/or Contractors failing to declare and disclose the conflict of interest shall be subject to:

- i. Having any related contract or transaction become voidable at the option of CFBC through the decision and direction of the CFBC Board; and/or
- ii. Where the conflict of interest is not noticed until the transaction has been completed, the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor who failed to declare the conflict is personally liable to account for and return any and all financial gain (profit) from the transaction; and/or
- iii. At the direction and discretion of the CFBC Board, the CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor who is determined to have failed to declare the conflict of interest in a timely manner may be removed from his/her Board, Committee, Volunteer, Staff or Contractor role.

## GENERAL:

The **Code of Conduct, Confidentiality and Conflict of Interest Agreement** shall be signed by each CFBC Board Member, Committee Member, Volunteer, Staff and/or Contractor prior to:

- The first meeting that the new Board Member or Committee Member attends;
- The first activity in which a CFBC Volunteer participates; or
- The first date of a CFBC Staff or Contractor's employment or contract engagement.

Any CFBC Board approved amendment to this **Code of Conduct, Confidentiality and Conflict of Interest Agreement** will require all current CFBC Board Members, Committee Members, Volunteers, Staff and Contractors to re-sign the amended Agreement.

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### (1) **Immediately related party** definitions:

"Immediately Related Parties" means the spouse and child of any director, officer or member of an investment review sub-committee of the Board or employee of the Corporation and any entities in which the director, officer, or member of an investment review sub-committee of the Board, or employee, or the spouse or child of any director, officer or member of an investment review sub-committee of the Board or employee of the Corporation, have significant interest, substantial investment or control.

"Other Related Parties" include the grandchild, sibling or parent of any director, officer or employee of the Corporation and, any entity in which the grandchild, sibling or parent of any director, officer or employee has a significant interest, substantial investment or control.

"Related Entities" are not-for-profit or profit oriented enterprises that are wholly-owned by the Corporation, or in which the Corporation has a significant interest, substantial investment or control.

- (2) An **indirect benefit** is a benefit derived by a close friend, family director, business associate, corporation, union, partnership or a person to whom an obligation or debt is owed or a benefit that advances or protects personal interest even though it may not be measurable in money.

## **Addendum: Privacy Procedures for Board Members and Committee Members (September 12, 2019)**

Community Futures Big Country is committed to protecting the privacy and confidentiality of the personal information it holds. Our commitment to respecting and protecting the privacy and confidentiality of personal information is addressed in our privacy policies. Our privacy policies and any applicable government privacy legislation is applied to protect the collection, use and disclosure of the personal information we hold.

### **Confidentiality of personal information**

Board members and Committee members are responsible for maintaining the confidentiality of personal information related to clients and the employees of Community Futures Big Country to which they have access. As part of their duties as members of Community Futures Big Country's Board of Directors or Community Futures Big Country Committees, Board members and Committee members may acquire knowledge of, or have access to and be in possession of, the personal information of clients, employees and other Board members and Committee members. Board members and Committee members will keep confidential and not disclose any information of any nature or kind that comes to their knowledge, by virtue of their position as a Board member or Committee member, respecting or relating to any client, former client, employee, former employee or Board member or Committee member including any programs or services provided to a client, except in accordance with their duties as a member of the Board or Committee.

Board members or Committee members will agree to receive confidential information on a password protected computer. After reviewing confidential information, Board members or Committee members will then delete the email and also delete it from the trash. If Board members or Committee members choose to print confidential information, the documents must be shredded immediately after formal Board and/or Committee review.

As a condition of their tenure on Community Futures Big Country's Board of Directors or Committees, Board members and Committee members are required to sign a CODE OF CONDUCT, CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT binding them to this responsibility which governs their actions, even after their tenure as a Board member or Committee member comes to an end.

Board members and Committee members are to ensure that they remain informed about Community Futures Big Country's policies and procedures for protecting personal information and reinforce the importance of complying with them.

### **Security of personal information**

Board members and Committee members will endeavour to maintain adequate security so as to prevent unauthorized access, use, or disclosure of personal information.

Board members and Committee members will not retain personal information they have acquired by virtue of their position as a Board member or Committee members outside the Community Futures Big Country offices. As part of their duties, Board members and Committee members may occasionally receive records outside the Community Futures Big Country offices that contain the personal information of clients or employees. Upon completion of the specific



task requiring the records, all records in the possession of a Board member or Committee member, outside the Community Futures Big Country offices, that contain personal information are to be returned to the Community Futures Big Country office or securely destroyed by shredding. Records returned to the Community Futures Big Country office will be retained or destroyed in accordance with our Records Retention and Destruction Policy.

For example, if a loan application or loan summary report is forwarded to a Board member or Committee member for consideration, once the application has been considered, the application form and any other records containing the personal information of the applicant are to be returned to the Community Futures Big Country office or shredded. Likewise, if a resume is forwarded to a Board member or Committee member for consideration for employment purposes, once the resume has been considered, the Board member or Committee member should return the resume to the Community Futures Big Country office to be dealt with according to Community Futures Big Country's Records Retention and Destruction Policy or securely destroyed by the Board member or Committee member through shredding.

## **Summary**

Board members and Committee members are to take their responsibility to respect and protect personal information seriously.

Questions about this Privacy Procedures document or Community Futures Big Country's privacy practices can be directed to Community Futures Big Country's Privacy Officer at:

Community Futures Big Country  
Alison Roppel  
Manager of Operations and Community Development  
P.O. Box 610  
181 Railway Ave. East  
Drumheller, AB T0J 0Y0  
(403) 823-7703  
[a.roppe@cfbigcountry.ca](mailto:a.roppe@cfbigcountry.ca)

**I, the undersigned Board Member, Committee Member, Volunteer, Staff or Contractor of Community Futures Big Country (CFBC) have reviewed and by my signature below acknowledge my acceptance of the requirements outlined within this Code of Conduct, Confidentiality and Conflict of Interest Agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ 20 \_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Witness:** \_\_\_\_\_