

DIRECTORS – CONFLICT OF INTEREST POLICY

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:
 - a) Act in Rugby Ontario’s best interests.
 - b) Represent Rugby Ontario fairly and impartially.
- 1.3. An “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.
 - b) 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. “**Rugby Ontario information**” is information that is acquired solely by reason of involvement with Rugby Ontario and is under an obligation to be kept confidential.

2. General Obligations

- 2.1. Unless authorized to do so by the Board or its designate, you may not:
 - a) Act on behalf of, or deal with Rugby Ontario in any matter where you are in, or appear to be in, a conflict of interest; nor
 - b) Use your position, office or affiliation with Rugby Ontario to pursue or advance your interests as defined in paragraph 1.1.
- 2.2. 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 Rugby Ontario to promote your interests as defined in paragraph 1.1.

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- 2.3. 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.
- 2.4. 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.
- 2.5. Unless otherwise directed, you 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 yourself 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.
 - d) Refraining from voting on the matter giving rise to the conflict of interest, at any meeting of the Board.
- 2.6. In addition, you may not:
- a) Use your relationship with Rugby Ontario to confer an indirect benefit to another party as defined in 1.3(a).
 - b) Directly or indirectly benefit from any business activity involving Rugby Ontario except in unique situations authorized by the Board.

3. Using Rugby Ontario Property and Information

- 3.1. You must have authorization from the Board or its designate to:
- a) Use, for personal purposes, property owned by Rugby Ontario.
 - b) Purchase Rugby Ontario property unless it is through channels of disposition equally available to the public, and you are not involved in some aspect of the sale.

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- 3.2. You may not take personal advantage of an opportunity available to Rugby Ontario unless:
 - a) It is clear that Rugby Ontario has irrevocably decided against pursuing the opportunity, and
 - b) The opportunity is equally available to members of the public.
- 3.3. You may not use your position with Rugby Ontario to solicit or transact business any Rugby Ontario stakeholder for business in connection with any interest as defined in paragraph 1.1.
- 3.4. You may use Rugby Ontario information only for Rugby Ontario purposes. It must not be used for your personal benefit.
- 3.5. You must protect Rugby Ontario information from improper disclosure and report any incidents of misuse to the Board or its designate.
- 3.6. You may divulge Rugby Ontario information if you are authorized by the Board or its designate to do so, and the person has a lawful right to access it.
- 3.7. If you are in doubt about whether Rugby Ontario 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 Rugby Ontario in the following circumstances:
 - a) The gift has no more than token value.
 - b) It is the normal exchange of hospitality or a customary gesture of courtesy between persons doing business together.
 - c) The exchange is lawful and in accordance with accepted ethical practice and standards.
 - d) 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 _____ Rugby Ontario property to make a gift, charitable donation or political contribution to anyone on behalf of Rugby Ontario. Any gift requires the authorization of the Board or its designate.

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- 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 Code of Conduct. Directors with a concern regarding potential conflicts are permitted to bring them forward for adjudication by the Board of Directors.

Name of Director: _____

Signed: _____

Dated: _____

Approved by the Rugby Ontario Board of Directors February 9, 2020