



TORONTO ULTIMATE CLUB (TUC)

TUC CONFLICT OF INTEREST POLICY

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Purpose and Application

1. The purpose of this Policy is to describe how TUC Representatives will conduct themselves in matters relating to real or perceived conflicts of interest, and to clarify how TUC will make decisions in situations where conflicts of interest may exist.
2. This Policy applies to all TUC Representatives as defined in the Definitions section.

Definitions

3. The following terms have these meanings in this Policy:
 - a. **"TUC" - The Toronto Ultimate Club**
 - b. **"Conflict of Interest"** – A situation where an individual, or the entity they represent, has a **real, potential or perceived** competing interest, directly or indirectly, with TUC activities. This competing interest may result in the individual, or entities in which they have an interest, being in a position to benefit from the situation or in TUC not being able to achieve a result which would be in the best interest of TUC. A real or suspected incompatibility between one's private interests and one's public or fiduciary duties.
 - c. **"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.
 - d. **"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.
 - e. **"Perceived Conflict of Interest"** – A perception by an informed person that a conflict of interest exists or may exist.

- f. "TUC Representatives"- Individuals employed by, or engaged in activities on behalf of TUC including: coaches, staff members, contract personnel, volunteers, managers, administrators, and Directors and Officers of TUC.

Statutory Obligations

4. TUC is incorporated under the *Ontario Corporations ("Act")* and is governed by the *Act* in matters involving real or perceived conflict between the personal interests of a director or officer (or other individual involved in decision-making or decision-influencing roles) and the broader interest of the Corporation.
5. Under the *Act*, any real or perceived conflict, whether pecuniary or non-pecuniary, between a TUC Representative's interest and the interests of TUC must at all times be resolved in a manner supported by TUC.

Additional Obligations

6. In addition to fulfilling all requirements of the *Act*, TUC Representatives will also fulfill the additional requirements of this policy. TUC Representatives will not:
 - a. Engage in any business or transaction, or have a financial or other personal interest that is incompatible with their official duties with TUC, unless such business, transaction or other interest is properly disclosed to TUC in accordance with this Policy;
 - b. Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
 - c. In the performance of their official duties, accord preferential treatment to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest, financial or otherwise;
 - d. Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with TUC, where such information is confidential or is not generally available to the public;
 - e. 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 TUC, or in which they have an advantage or appear to have an advantage on the basis of their association with TUC;
 - f. Use TUC property, equipment, supplies or services for activities not associated with the performance of official duties with the TUC without the written permission of TUC;
 - g. Place themselves in positions where they could, by virtue of being an TUC Representative, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
 - h. Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an TUC Representative.

Disclosure of Conflict of Interest

7. All TUC Representatives will disclose any conflict of interest situation in the following manner:

- a. Upon being nominated, elected or recognized, or upon being employed, and on an annual basis thereafter, all TUC Representatives will complete a written statement disclosing any real or perceived conflict of interest that they might have, according to Appendix 1;
- b. Also, at any time a TUC Representative becomes aware that they might be in a position of real or perceived conflict of interest, they will disclose this conflict to the Board of Directors by writing and submitting a statement within 14 days, or a reasonable time frame given the context or immediacy of the potential conflict, according to Appendix 1;
- c. Any person who is in the view that a TUC Representative may be in position of a real or perceived conflict of interest, may report this matter to the Board of Directors by writing and submitting a statement, according to Appendix 1.

Resolving Conflicts in Designated Positions

8. Following the disclosure of any real or perceived conflict of interest which questions the ability of a TUC Representative to fulfil their duties fairly, the Board of Directors will make the final determination as to the course of action, in compliance with the TUC's best interests and with this policy. The TUC Representative will first be provided an opportunity to make submissions to the Board of Directors.

Resolving Conflicts in Decision-making

9. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by a TUC Representative may be considered and decided upon by TUC provided that:
 - a. The nature and extent of the TUC Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is documented;
 - b. The TUC Representative does not participate in discussion on the matter giving rise to the conflict;
 - c. The TUC Representative abstains from voting on the proposed decision or transaction;
 - d. The TUC Representative is not included in the determination of quorum for the proposed decision or transaction; and
 - e. The decision or transaction is in the best interests of TUC.

Conflicts Involving Employees

10. TUC will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with TUC, provided that the employment, contract or volunteer appointment does not diminish the employee's ability to perform the work contemplated in their employment agreement with TUC. Any determination as to whether there is a conflict of interest will rest solely with TUC, and where an unresolved conflict of interest is deemed to exist, the employee will resolve the conflict by seizing the activity giving rise to the conflict or terminating their employment with TUC.
11. A TUC employee who completes their employment in good standing may apply to be on the Board of Directors after a waiting period of two (2) years from the end date of their employment. Good



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standing in this case means acceptable performance reviews and employment ended without termination.

- a. A TUC employee who was terminated from their position may request a review of their standing by the Human Resources Committee after a waiting period of three (3) years from the end of their employment in order to become eligible to apply to the Board of Directors.

Enforcement

12. Failure to adhere to this Policy may give rise to discipline in accordance with TUC's *Discipline and Complaints Policy*, and/or TUC's *Human Resources Policy*.

Decision Final and Binding

13. The decision of the Board of Directors will be binding on the parties subject to the right of any Party to seek a review of the decision pursuant to TUC's Appeal Policy.
14. No action or legal proceeding will be commenced against TUC or its members in respect of a dispute, unless the TUC has refused or failed to abide by the provisions for appeal as set out in this policy.

