



Code of Conduct Policy

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1. Policy

All employees, Board members, contractors, volunteers and agents engaged with The Land Conservancy of BC (TLC) are required to sign required Codes of Conduct agreements.

2. Purpose

The purpose of this policy is to provide each Board Member, employee, volunteer and/or contractor/agent with a clear understanding of his/her expected conduct in the performance of their responsibilities.

3. Scope

This policy applies to the Board of Directors, Officers, employees, contractors, agents, and volunteers of The Land Conservancy of BC (TLC).

4. Definitions

A “**conflict of interest**” is any situation whereby an individual’s personal interests or those of a close relation, friend, partnership or where the individual holds significant interest or obligation, could influence, or impair that individual’s ability to act in the Society’s best interests or to represent it impartially and fairly.

A “**perceived conflict of interest**” occurs when a reasonable person may perceive that an individual is deciding on behalf of the society that may promote that individual’s personal interests.

An actual or perceived conflict of interest includes situations whereby an individual receives a “**personal or indirect benefit**” from a transaction and includes benefit(s) conferred to an individual’s spouse, parent or child; a person, other than an employee, who is financially dependent upon the individual or the individual’s spouse or on whom the individual is financially dependent; an entity in which the individual or the individual in combination with any other person aforementioned who has a controlling interest; and/or a person who has close family or personal relationships with the individual who can influence the affairs of TLC, or otherwise engaged in the affairs of TLC.

5. Responsibilities

- (1) The Executive Director is responsible for ensuring that all employees, contractors, volunteers, and the Board of Directors are informed of this policy and is responsible for ensuring training/orientation in a timely manner upon an individual being hired, contracted, admitted, or elected.
- (2) Board of Directors, employees, volunteers, and contractors are responsible for reading and understanding the Code of Conduct and must sign the Confidentiality, Intellectual Property Rights, Property Use, and Code of Conduct declaration forms upon commencement of their term of office with TLC.
- (3) The Executive Director is responsible for ensuring all Board of Directors, employees, volunteers, and contractors sign the Code of Conduct Declaration.
- (4) All employees, volunteers, contractors, and Board Members are responsible for declaring potential, actual or perceived conflicts of interest.

6. Policy

- (1) All employees, volunteers, contractors must declare any actual, potential, or perceived conflicts of interest to TLC Executive Director (who will in turn inform the Board of Directors), and all Board of Directors must declare any actual, potential, or perceived conflicts of interest to all Board of Directors.
- (2) Signed copies of all forms noted in this policy will be kept on file indefinitely, and remain in effect in perpetuity, regardless of whether a person ceases to hold a position or role with TLC.
- (3) When an individual affected by this policy reports a potential conflict of interest, he or she will complete and sign the Conflict of Interest Disclosure Form and provide it to the Executive Director for filing and distribution to the Board of Directors as soon as possible.
- (4) If it is not feasible to complete the Conflict of Interest Disclosure form due to the conflict becoming apparent during Board of Directors meeting or other meetings, the conflict will, at a minimum, be noted in the meeting minutes.

- (5) When the Executive Director reports a potential conflict of interest he/she will complete and file the Conflict of Interest Disclosure Form with a duplicate copy sent to all Board Directors.
- (6) All persons will, in the exercise of their duties, ensure that they reference and abide by the Conflict of Interest Transaction Rules (Appendix G), when presented with any transactional circumstance that may give rise to a conflict of interest.
- (7) Individuals will abstain from discussions and decision making involving any potential, perceived or actual conflicts of interest and will physically remove themselves from the room, in compliance with Section 56 of the *Societies Act of British Columbia*.

APPENDIX A – CODE OF CONDUCT DECLARATION

I agree that I will adhere to the following principles and responsibilities governing my professional and ethical conduct:

- I acknowledge that I have read and will comply with the *Societies Act* of BC, the *Information and Protection of Privacy Act* of BC and the basic intent and requirements under the *Income Tax Act*¹ of Canada; The Land Conservancy of BC (TLC) bylaws, policies and other standards expected of me as a result of my profession and my specific role within TLC.
- I will act with honesty, good faith and in the best interest of TLC.
- I will exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances.
- I will avoid any real, potential, or apparent conflicts of interests and will declare to the Board of Directors and/or the Executive Director such conflicts of interests, and will remove myself from discussions and/or decisions involving these conflicts.
- I will act with due care, competence, and diligence, without misrepresenting material facts or allowing my independent judgement to be subordinated.
- I will respect the confidentiality of information acquired during my work or service, except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose.
- I will ensure responsible use of and control over all TLC assets and resources entrusted to me.
- I will be accountable for adhering to this declaration.

Declaration of Understanding

Print Name

Signature:

Date:

¹ See summary on Income Tax Act (p/10) URL <http://www.carters.ca/pub/article/charity/govset/A-duties.pdf> p.10; and <http://www.millerthomson.com/en/publications/communiqués-and-updates/social-impact-newsletter-formerly-the/september-9-2016/overview-of-record-keeping-obligations-for/>; <https://www.bht.com/sites/default/files/PBLI%20-%20Charity%20and%20NPO%20Paper.pdf> (pp.21-230)<accessed on July 18,2017>.

APPENDIX B - CONFIDENTIALITY AGREEMENT

I, _____, hereby agree that any personal, financial or other information which may be considered confidential, with respect to any individual, corporation, agency or other body (including TLC information), that I acquire as a result of my employment/volunteer work with The Land Conservancy of BC, will be kept confidential, and will not be divulged to any person or agency without the prior authorization of the Executive Director or Board Chair (or designate), unless required to do so by law, during my service to TLC and in perpetuity.

I, _____, hereby also agree that I will return all TLC information to TLC, and delete all TLC information held on personal servers or hard drives, once my service with TLC has ended.

Signature

Date

APPENDIX C - INTELLECTUAL PROPERTY RIGHTS AGREEMENT

I, _____, hereby agree that any material, documentation, photograph, image, or other intellectual property created by me because of my employment with The Land Conservancy of BC (TLC) will remain the full and undisputed property of TLC and must be returned to TLC upon request. I acknowledge that individual credit for this work may be provided by TLC at its sole discretion.

Signature

Date

APPENDIX D - PROPERTY USE AGREEMENT

I, _____, hereby agree that I will sign out any material, documentation, tools, or equipment belonging to The Land Conservancy of BC that I remove from the office or site. I will also return all TLC belongings in full and in the same condition as when I received them upon termination of my employment, contract, term, or volunteer service, or upon request by the Executive Director or the Board Chair.

Signature

Date

APPENDIX E – CONFLICT OF INTEREST DISCLOSURE FORM

All employees, volunteers, contractors, and Board Members are **required to declare any actual, potential, or perceived conflicts of interest** to TLC Executive Director and/or Board of Directors Chair, at the earliest possible time.

A “conflict of interest” is any situation whereby an individual’s personal interests or those of a close relation, friend, partnership or where the individual holds significant interest or obligation, could influence or impair that individual’s ability to act in the Society’s best interests or to represent it impartially and fairly.

A “perceived conflict of interest” occurs when a reasonable person may perceive that a individual is making a decision on behalf of the society that may promote that individual’s personal interests.

An actual or perceived conflict of interest includes situations whereby an individual receives a “personal or indirect benefit” from a transaction and includes benefit(s) conferred to an individuals spouse, parent or child; a person, other than an employee, who is financially dependent upon the individual or the individual’s spouse or on whom the individual is financially dependent; an entity in which the individual or the individual in combination with any other person aforementioned who has a controlling interest; and/or a person who has close family or personal relationships with the individual who can influence the affairs of TLC, or otherwise engaged in the affairs of TLC.

The following statement(s) and details describe the relationships, transaction, and other circumstances I believe that could contribute to a conflict of interest, whether real or perceived:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Name

Signature

Date: _____

APPENDIX F - EXAMPLES OF CONFLICT OF INTEREST

- Situations when a person can derive personal benefit from actions or decisions made in their official capacity, such as an employee being on a contractor selection panel where their spouse is one of the potential contractors being considered for a job.
- Situations where the concerns or aims of two different parties are incompatible, such as in situations where a Board Member is faced with deciding on an issue that may involve a client in their professional employ, whether the client is being served for remuneration or not.
- A director wishes to provide specific services to the Society under contract.
- A director owns an office supply company and wishes to enter into a contract for the provision of office supplies to the Society.

APPENDIX G - CONFLICT OF INTEREST – TRANSACTION RULES²

Board members should consult these rules when they are asked to approve a transaction which would confer a direct or indirect benefit to a director.

1. The Conflict of Interest must be disclosed in advance of any discussions on the issue.
2. The Board must decide, in accordance with policy, whether a contract/transaction should be tendered with the director.
3. All directors must be informed of the conflict of interest, however, only quorum is required for voting to proceed.
4. The Director, in addition to any other directors with a familial or close relationship with the subject Director, must leave the room and abstain from voting.
5. Quorum, for the vote, must not include the subject Director or persons listed in 4 above.
6. Supplemental details outlining why the Board has decided to proceed with the transaction must be documented in the meeting minutes.

The Board of Directors must be concerned with the appearance or suspicion that the subject Director could influence the vote or impede free debate on the issue.

The Board of Directors *may* wish to have the subject Director present to introduce information around the transaction when the transaction requires an overview or proposal to be presented, and/or clarification is required. This applies *only* to transactional conflict of interest issues, *not* to other conflict of interest issues as outlined in the policy.

Conditions where it *could* be permissible for a Board to authorize a transaction that will benefit a director:

- The subject Director has special expertise, credentials or experience that enhances that director's ability to service the Society, and/or.
- The subject Director offers services at a cut-rate, which has been verified through at least one outside quote – the contract is fair, reasonable and in the best interests of the Society; and,
- The Transaction will not impair public confidence in the Society and in how it manages its affairs.

²Rules adapted from, Law Reform Commission of British Columbia (1995). Report on Conflicts of Interest: Directors and Societies (Volume I). URL http://www.bcli.org/sites/default/files/LRC144-Conflicts_of_Interest_v1.pdf
<Accessed on 03/15/17>.

APPENDIX H - CONFLICT OF INTEREST PROVISIONS (BC SOCIETIES ACT)³

Division 4 — Directors' Conflicts of Interest

Disclosure of director's interest

56 (1) This section applies to a director of a society who has a direct or indirect material interest in

- (a) a contract or transaction, or a proposed contract or transaction, of the society, or
- (b) a matter that is or is to be the subject of consideration by the directors, if that interest could result in the creation of a duty or interest that materially conflicts with that director's duty or interest as a director of the society.

(2) A director to whom this section applies must

(a) disclose fully and promptly to the other directors the nature and extent of the director's interest,

(b) abstain from voting on a directors' resolution or consenting to a consent resolution of directors in respect of the contract, transaction or matter referred to in subsection (1),

(c) leave the directors' meeting, if any,

(i) when the contract, transaction or matter is discussed, unless asked by the other directors to be present to provide information, and

(ii) when the other directors vote on the contract, transaction or matter, and

(d) refrain from any action intended to influence the discussion or vote.

(3) A disclosure under subsection (2) (a) must be evidenced in at least one of the following records:

(a) the minutes of a meeting of directors;

(b) a consent resolution of directors;

(c) a record addressed to the directors that is delivered to the delivery address, or mailed by registered mail to the mailing address, of the registered office of the society.

(4) If all of the directors of a society have disclosed under subsection (2) (a) a direct or indirect material interest, described in subsection (1), in a contract, transaction or matter,

(a) any or all of the directors may, despite subsection (2) (b), vote on a directors' resolution or consent to a consent resolution of directors in respect of the contract, transaction or matter, and

³ http://www.bclaws.ca/civix/document/id/complete/statreg/15018_01#division_d1e1781

(b) subsection (2) (c) and (d) does not apply.

(5) Despite subsection (1), this section does not apply to a director of a society in respect of a contract, transaction or matter that relates to any of the following:

(a) payment to the director by the society of remuneration for being a director or reimbursement to the director by the society of the director's expenses as described in section 46 [*remuneration and reimbursement of directors*];

(b) indemnification of or payment to the director under section 64 (1), (2) or (4) [*indemnification and payment of expenses*];

(c) the purchase or maintenance of insurance, referred to in section 66 [*insurance*], for the benefit of the director.

Accountability

57 A director of a society to whom section 56 applies must pay to the society an amount equal to any profit made by the director as a consequence of the society entering into or performing a contract or transaction unless

(a) the director discloses the director's interest in the contract or transaction in accordance with, and otherwise complies with, section 56, and, after the disclosure, the contract or transaction is approved by a directors' resolution, or

(b) the contract or transaction is approved by special resolution after the nature and extent of the director's interest in the contract or transaction has been fully disclosed to the members.

Validity of contracts

58 The fact that a director is in any way, directly or indirectly, materially interested in a contract or transaction that a society has entered into or proposes to enter into does not make the contract or transaction void, but, if neither of the approvals referred to in section 57 (a) and (b) has occurred, the court may, on the application of the society or another person whom the court considers to be an appropriate person to make an application under this section, do one or more of the following:

(a) if the society has not yet entered into the contract or transaction, prohibit the society from entering into the proposed contract or transaction;

(b) if the society has entered into the contract or transaction and the contract or transaction was not reasonable and fair to the society at the time it was entered into, set aside the contract or transaction;

(c) *make any other order the court considers appropriate.*