



CONFLICT OF INTEREST & CONFIDENTIALITY

BRITISH COLUMBIA FENCING ASSOCIATION

Preface

1. This policy sets out rules, obligations, and directives that apply to all members, employees, and volunteers with the British Columbia Fencing Association (hereafter called BCFA) who are in a position to directly influence a governing, operational, or financial decision made by BCFA, including but not limited to all BCFA Board of Directors and all BCFA employees, hereafter called an “Interested Party”.
2. The high level of public support and respect that BCFA enjoys results not only from recognition of its mission but also from the high degree of integrity, objectivity, and professionalism of individuals who are involved with and are representing BCFA in various capacities.
3. The Interested Party is required to avoid conflict of interest. Thus, arranging their private affairs in a manner that will prevent real, perceived, or potential conflicts of interest from arising.
4. This policy and directives are intended to enhance public confidence in the integrity of BCFA and the people who are involved with our organization. BCFA benefits from the expertise of individuals with a multiplicity of interests, however, those interests must not conflict with the interests of BCFA nor impair the public support and respect necessary for the operation of BCFA.
5. Before or upon assuming their official duties an Interested Party, as outlined in Preface 1, shall sign a document certifying that they have read and agree to abide by these directives and have a responsibility to review their obligations under these directives at least once a year.
6. All respective Interested Parties, as outlined in Preface 1, shall immediately disclose to the BCFA Board, any business, commercial, or financial interest where such interest might be construed as being in real, potential, or apparent conflict with their official duties so that a conflict may be assessed and appropriately addressed..

Conflict of Interest

7. An Interested Party is required to disclose to BCFA any personal commercial or financial interest that might be construed as being in real, potential, or apparent conflict with their duties or obligations to BCFA.
8. An Interested Party must not engage in or be associated with any business or activity that is or may be against the interests of BCFA.
9. An Interested Party must not commit BCFA to any unauthorized expenditure or other liability and must ensure that all commitments are approved in accordance with the appropriate by-laws, regulations, and policies including all appropriate consultations and approvals.
10. An Interested Party must not place themselves in a position of obligation to persons who might benefit or appear to benefit from a staff member's special consideration with respect to BCFA's business.



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11. An Interested Party is required to consult with their superior in BCFA, or with the BCFA Board of Directors whenever they have any questions as to whether a particular circumstance may place them in a conflict of interest.

Confidentiality

12. This policy applies to all BCFA volunteers, employees, and Board members. While they will acquire information about plans, reports, proposals, contracts, and other similar matters that are confidential to BCFA and which information is the exclusive property of BCFA.
13. They **MUST** maintain the confidentiality of BCFA information and **MUST**:
 - a) exercise discretion in the disclosure of confidential information (which information, written or oral, shall be accessible only to those in BCFA authorized to receive it);
 - b) not disclose any confidential information pertaining to BCFA to any person, business, or organization or use the confidential information for any purposes other than that required in fulfilling their duties;
 - c) not disclose directly or indirectly to any person, business, or organization the private affairs of BCFA or any trade secret, or any information concerning the affairs of BCFA which they may have acquired in the course of, or incidental to, fulfilling their duties to BCFA, whether for their personal benefit or to the detriment or intended or probable detriment of BCFA;
 - d) not disclose the name or address of any client, employee, or list of suppliers, nor disclose any plans, studies, or information received as part of their duties;
 - e) not disclose any information concerning BCFA that could adversely affect BCFA image or reputation;



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- f) not permit any person whatsoever to examine or make copies of any reports or any BCFA documents except as is necessary in carrying out their official duties;
 - g) not place themselves in a position of obligation to persons who might benefit or appear to benefit from disclosure of confidential information;
 - h) not benefit or appear to benefit from the use of information not generally available to the public and which was acquired during their official BCFA duties.
14. These provisions will survive the termination of the engagement in their official capacity with BCFA.
15. Upon termination of the relationship, they must return to BCFA all documents, papers, and other matters in their possession or control that relate to BCFA.
16. Persons who fail to comply with these directives during the course of their official engagement with BCFA will be subject to such appropriate measures as may be determined by BCFA including termination of any future engagement (e.g. employment, volunteering assignment, Board membership).
17. Persons who fail to comply with these directives following the termination of the official engagement with BCFA hereby acknowledge that the disclosure of confidential information will result in irreparable harm to BCFA and BCFA shall have the right to enforce its lawful rights and remedies against any offending person.