



CONFLICT OF INTEREST POLICY

Approved by resolution of the Board of the Architectural Woodwork Manufacturers Association of Canada ("AWMAC") and adopted and made effective on December 16, 2020.

1. STATEMENT

This Conflict of Interest Policy ("**Policy**") is intended to ensure the highest standards and maintenance of the integrity of AWMAC. AWMAC strives to reduce and eliminate all instances of conflict of interest by being aware, prudent and forthcoming about real, perceived or potential conflicts of interest. This Policy describes how volunteers must conduct themselves in matters relating to conflict of interest and clarifies how volunteers shall make decisions in situations where conflicts of interest may exist.

Volunteers shall, at all times when engaged in activities for and/or related to AWMAC, act in the best interests of AWMAC rather than in the interests of themselves, third parties or any particular constituencies within AWMAC. This means putting the interests of AWMAC ahead of any personal interest or the interest of any other person or entity when making decisions or taking action in relation to or on behalf of AWMAC. It also means performing all duties and transacting the affairs of AWMAC in such a manner that promotes public confidence and trust in the integrity, objectivity and impartiality of all volunteers. This Policy also acknowledges that reasonably perceived conflicts may be as damaging as actual conflicts.

2. APPLICATION OF THE POLICY

- 2.1. This Policy applies to and is binding upon all AWMAC volunteers, including, without limitation, Board members and Committee members, and shall apply throughout the course of their participation in, and activities with, AWMAC, regardless of whether they have signed below (the "**Volunteer(s)**").
- 2.2. In recognition of the importance of this Policy, all Volunteers of AWMAC shall have a copy of this Policy made available to them and shall be deemed to acknowledge and undertake compliance with this Policy by virtue of accepting a volunteer position with AWMAC, including, without limitation, through nomination or appointment to the Board or a Committee of AWMAC. The obligations of the Volunteers hereunder are legally binding and are, among other good and valuable consideration, in consideration of the Volunteer being permitted to fill their role within AWMAC.

3. DEFINITION OF CONFLICT OF INTEREST

- 3.1. A conflict of interest may exist when a Volunteer of AWMAC has a material interest outside of AWMAC that could influence him or her or could be perceived to influence him or her to act in a contrary manner to the best interests of AWMAC. For clarity, serving on the board of a regional chapter of AWMAC will not automatically create a conflict of interest for a Volunteer that serves with AWMAC, however when acting as a Volunteer for AWMAC, all decisions made and actions

taken must be in the best interests of AWMAC or, alternatively, the Volunteer must abstain from voting.

3.2. A conflict of interest includes a conferral of an advantage:

- a) whether or not the advantage is monetary;
- b) whether the conferral has already occurred or will occur in the future;
- c) whether the advantage has been bestowed on the Volunteer or, without limitation, a family member (with the term "**family member**" to include, without limitation, the Volunteer's spouse, children, parents, siblings, or the spouses of such children, siblings or parents of such Volunteer), personal friends, business partners or business associates or any other third parties which may be or be perceived to be related, associated or affiliated with the Volunteer (collectively, "**Related Parties**");
- d) whether or not the advantage is to the actual or perceived detriment of AWMAC; or
- e) whether or not the conferral has occurred intentionally.

3.3. Without in any way limiting the foregoing, the following situations may give rise to a conflict of interest for Volunteers:

- a) where a Volunteer or Related Party has an existing or potential interest in any entity, transaction or arrangement in which AWMAC also has an existing or potential interest, or when a Volunteer or Related Party will derive a financial or other benefit directly or indirectly from AWMAC;
- b) where a Volunteer or Related Party competes with AWMAC in the rendering of services;
- c) where a Volunteer or Related Party is the subject of a formal allegation of misconduct under any AWMAC bylaw or policy or where a Volunteer has made formal allegations of misconduct with respect to another Volunteer or Related Party which is under consideration; or
- d) where a Volunteer or Related Party has a private or personal interest or has engaged or not engaged in certain acts, which negatively impacts their ability to be a Volunteer acting in the best interests of AWMAC or to carry out their duties and responsibilities as a Volunteer properly, independently and with integrity.

3.4. Conflicts of interests may be real, perceived, or potential, and may evolve at any time before, or during participation with AWMAC.

4. CONFLICT OF INTEREST PROVISIONS

4.1. Volunteers shall perform their duties for AWMAC and arrange their private and professional affairs in such a manner that confidence and trust in the integrity, objectivity and impartiality of AWMAC and its Volunteers is conserved and enhanced. Volunteers, on appointment and thereafter, shall arrange their private affairs in such a manner to prevent real, apparent, or potential conflicts of interest with the best interests of AWMAC from arising. If such a conflict does arise between the private interests of the Volunteer and the duties and responsibilities of that Volunteer to AWMAC, the conflict shall be resolved in favour of the best interests of AWMAC or the Volunteer shall not take part in any decision making process regarding AWMAC's interests



when they conflict with the private interests of the Volunteer. Specifically, Volunteers who become aware of a potential conflict of interest shall (a) report such potential conflict of interest to the Executive Director and the Board; (b) refrain from voting or taking part in discussions regarding any topic which would relate to the conflict of interest; and (c) if necessary, arrange their affairs or cease taking part in such conduct which is causing or contributing to the real, perceived or potential conflict of interest. Notwithstanding the foregoing, it is acknowledged that being a member and/or board member of a regional chapter will not automatically result in a conflict of interest for a Volunteer, however such Volunteer must act in the best interests of AWMAC or recuse themselves when dealing with any matter wherein a conflict of interest may arise as a result of their other role.

- 4.2. The recognition of a real, perceived, or potential conflict of interest is a matter of judgment. The primary responsibility for recognizing a conflict of interest rests with each Volunteer in the course of his or her participation in, and activities with, AWMAC, in each case acting reasonably.

5. ADMINISTRATION OF THIS POLICY

- 5.1. Upon commencement of his or her participation in, and activities with, AWMAC, and thereafter as requested by the Executive Director, each Volunteer shall make a confidential disclosure of all of his or her outside activities that would or might give rise to a real, perceived, or potential conflict of interest with AWMAC through the Conflict of Interest Form attached hereto as Schedule "A".
- 5.2. If a Volunteer believes that any other Volunteer is in a conflict of interest position with respect to any contract, transaction, matter or decision of AWMAC, or otherwise in accordance with this Policy, the Volunteer shall have his or her concern recorded in the minutes of a Board meeting or shall report such concern directly to the Board and Executive Director. The Volunteer with the alleged conflict of interest shall have the right to address the Board or Committee with respect to the allegation.

Thereafter, the Board shall vote on whether the Volunteer alleged to have a conflict of interest is, in the opinion of the Board, in a conflict of interest. If the Board finds the said Volunteer in a conflict of interest, that interested Volunteer shall absent himself or herself during any subsequent discussion or voting process relating to or pertaining to the conflict. The question of whether or not a Volunteer has a conflict of interest shall be determined by a simple majority of the Board and shall be final. If the Board or Committee finds that the said Volunteer is not in a conflict of interest, the Board or Committee will then vote on the contract, transaction, matter or decision, and the votes of each Board or Committee member will be recorded in the minutes. Notwithstanding the foregoing, any Volunteer that, through their personal judgment, believes they may be a in real, perceived or potential conflict of interest, shall take the steps referenced in Section 4.1 hereof.

- 5.3. In the event of a conflict of interest, unless otherwise indicated herein:



- a) The Volunteer shall not participate in any formal or informal discussion of any decision or vote on, or attempt to exert influence over the contract, relationship, person or organization with respect to which the conflict or appearance of a conflict may relate. Such a covered person who is a Board member may be counted to establish a quorum for meetings; and
- b) Unless invited to answer questions or participate in discussions, the Volunteer shall temporarily recuse himself/herself from meetings in order to allow the remaining persons or members of the Board to engage in a full discussion regarding the contract, relationship, individual or organization in question. If a vote is taken, then such Volunteer shall abstain from voting, and the minutes of the Board meeting shall record this fact.

6. DOCUMENTATION OF CONFLICTS

- 6.1. The minutes of any meeting at which a transaction involving a conflict of interest or a potential or perceived conflict of interest is considered shall reflect that:
- a) the Volunteer made disclosure, withdrew from consideration of the transaction or recused himself or herself from the meeting room and abstained from voting; or
 - b) the Volunteer made disclosure but continued to participate following instructions from the Chair of the meeting or the Executive Director to recuse himself or herself from the meeting and any voting.

7. REMUNERATION, GIFTS, HOSPITALITY AND OTHER BENEFITS

- 7.1. All Volunteers in the course of their participation in, and activities with, AWMAC shall not accept or use for direct or indirect personal advantage or gain (including with relation to any Related Parties) any property, resources, or services of AWMAC. The Volunteer's position within AWMAC shall not be used for direct or indirect personal advantage or gain or for the direct or indirect gain of any Related Parties.
- 7.2. No Volunteer will receive financial remuneration for serving on the Board or for serving on a Committee of the Board. Volunteers shall not be prohibited from receiving compensation for services provided to AWMAC in another capacity (Reference Articles of Continuance Item 10 – Additional Provisions).
- 7.3. Any Volunteer who wishes to submit a proposal in response to a tendering call for an AWMAC project/activity that directly relates to the work of the Board or Committee in which they are participating, will take a leave from the Board or Committee during the development of the Request for Proposal/tendering process and until a decision is made on the awarding tender. If the work is awarded to a Volunteer, she or he will resign from the Board or Committee as applicable.
- 7.4. Fees or per diems awarded to any Volunteer for speaking engagements, writing of articles, and other similar activities or services done on behalf of AWMAC will be considered income for



AWMAC, unless otherwise approved by AWMAC. If there is any doubt as to who the fee or per diem should be awarded to, the Volunteer must contact the Executive Director who will seek approval from the designated Executive Committee member(s).

7.5. When a Volunteer is directly involved in the decision-making around purchasing items and services from a supplier with which he or she (or any Related Party) has a direct or indirect financial interest, she or he will disclose this interest, declare a conflict, and not take part in any discussion or vote on the matter.

7.6. Gifts, hospitality or other benefits shall not be given by or received by, any Volunteer in the course of his or her participation in, and activities with, AWMAC if the gift, hospitality, or other benefit could, or could be perceived to, influence his or her judgment or performance of his or her duties and responsibilities with AWMAC. If there is any doubt as to the perceived effect of the gift, hospitality, or other benefits, the Volunteer must contact the Executive Director.

8. EXPRESSING OPINIONS

8.1. Every Volunteer in the course of his or her participation in, and activities with, AWMAC, whether by direct statement or inference, shall not deliberately misrepresent any policies or objectives of AWMAC, as they may be amended from time to time.

9. POLITICAL ACTIVITIES

9.1. Pro-Bono Approach

AWMAC supports the activities of every Volunteer in the course of his or her participation in and activities with AWMAC when commenting or offering advice on public policy issues within his or her area of expertise. Where such expertise is offered by Volunteers, it will be done without benefit or expectation of benefit to the Volunteer or AWMAC. The term "pro-bono" is used by AWMAC to refer to the provision of any activities or services for the good of the public, at no charge, and without any expectation of direct or indirect personal or organizational advantage or gain.

9.2. Non-Partisan Stance

In circumstances where AWMAC or any of the Volunteers, in the course of their participation in, or activities with, AWMAC, participates in the public policy arena, whether through direct relations with the government, engagement in lobbying activities, or attendance at political campaigns, conferences or events, any such participation by, and on behalf of, AWMAC shall be non-partisan. At all times, AWMAC and the Volunteers, in the course of their involvement in, or activities with, AWMAC, will participate with all political parties, with no preference or undue advantage being extended to any one political party, political figure or political ideology over another.

9.3. Activities in Personal Capacity

Under those circumstances, where any Volunteer is acting in a personal capacity rather than a professional capacity, he or she must exercise scrupulous judgment to avoid the appearance of representing the interests of AWMAC.

10. BREACH OF CONFLICT OF INTEREST POLICY

- 10.1. Breaches of this Policy by Volunteers include, but are not limited to, the following:
- a) failure to file a Conflict of Interest Form;
 - b) intentionally submitting an incomplete, erroneous or misleading Conflict of Interest Form;
 - c) failure to report substantial changes to the information disclosed in a Conflict of Interest Form;
 - d) failure to comply with any of the requirements set out in this Policy;
 - e) failure to disclose a real or potential conflict of interest as required by this Policy; or
 - f) failure to otherwise comply with this Policy in any way, including an act or omission that creates or results in a real, perceived or potential conflict of interest.
- 10.2. Where there has been a failure on the part of a Volunteer to comply with the terms of this Policy, unless such failure is the result of bona fide error in judgement by the Volunteer as determined by the Executive Director or President, then the Executive Director, in consultation with the President may undertake an investigation and may appoint an investigator.
- 10.3. Following receipt of the findings of fact and the recommendations of the investigator (if appointed), the Executive Director and President have the power to decide whether a breach of conflict of interest has been proven. If desired, the Executive Director and President may request that the Executive Committee, as a whole, decide if a breach of conflict of interest has been proven.
- 10.4. If the Executive Committee is not included in the decision as denoted in 10.3, and If the Executive Director and President do not agree, the Executive Committee will decide whether a breach of conflict of interest has been proven.
- 10.5. Should the Executive Director, President or Executive Committee be involved in the breach of conflict under review, they shall recuse themselves from any involvement in the discussion or determination of sanctions or discipline.
- 10.6. Any Volunteer found by the Executive Director and President (or Executive Committee, as applicable) to have committed a breach of this Policy may face sanctions or discipline as determined by the Executive Committee, which may include one or more of the following:
- a) requirement that the Volunteer discontinues or modifies his or her outside conduct giving rise to the real, potential or perceived conflict of interest, or resign his or her appointment or voluntary participation (as appropriate) with AWMAC;



- b) termination of appointment or voluntary participation (as appropriate), with or without notice; and/or
- c) such reasonable and prudent sanction as appropriate in the circumstances.

In the event the Executive Committee determines that the appropriate sanction for a Volunteer who is a member of the Board is termination of that Volunteer's position with the Board, the Volunteer in question will, upon request from the Executive Committee, provide a resignation of their position of the Board effective immediately. In the event a Volunteer fails to do so, the Volunteer hereby irrevocably appoints the President or Executive Director as their attorney for the purposes of doing so.

- 10.7. Information concerning the private interests of Volunteers provided to AWMAC shall be treated in complete confidence, with such information to be placed in special files and secure safekeeping in the same manner as closed session minutes of meetings of the Board and in accordance with the terms of any privacy policy of AWMAC in place from time to time.

11. APPEAL PROCESS

- 11.1. Should a Volunteer wish to appeal a decision regarding the result of an investigation or the discipline determined by the Executive Committee, he or she must notify the Executive Director and President in writing within one (1) week of receipt of the results of the investigation or discipline. In consultation with the President, the Executive Director will strike an Appeal Committee made up of three current members of the Board or other individuals, who may or may not be AWMAC members. The Committee will review the investigation and report back to the Executive Director and President with its recommendation. The decision of the Appeal Committee will be final.

See next page for "Schedule A"



SCHEDULE "A" - CONFLICT OF INTEREST FORM

I have read, understand and agree to abide by AWMAC's Conflict of Interest Policy. I agree to be bound by the obligations contained therein, and I commit to avoiding any real, potential or perceived conflict of interest. I also commit to disclosing any real, potential or perceived conflict of interest as soon as it is known to me, and to updating this form as necessary.

I declare the following interests which may represent a potential conflicting interest:

Companies, Associations & Organizations

Position

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Printed Name

Signature

Date