



## CODE OF CONDUCT AND CONFIDENTIALITY POLICY AND AGREEMENT

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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

AWMAC operates within a framework of laws and regulations. AWMAC volunteers, employees and contractors are guided by and expected to adhere to all AWMAC policies, directives, procedures and business rules, including this Code of Conduct and Confidentiality Policy and Agreement (the "**Code**").

This Code is designed to uphold the highest standards of ethics among AWMAC volunteers, employees and contractors, along with ensuring such volunteers, employees and contractors are aware of and uphold AWMAC's vision, mission and values. This Code is further intended to help AWMAC's volunteers, employees and contractors clearly understand what is expected of them and how to apply these principles in their capacity as AWMAC volunteers, employees and contractors, as the case may be.

### 2. APPLICATION OF THE CODE

- 2.1. This Code applies to and is binding upon all AWMAC volunteers, including, without limitation, Board members and Committee members, along with all AWMAC employees and contractors, and shall apply throughout the course of their participation in, and activities with, AWMAC, regardless of whether they have signed below (the "**Participant(s)**"). To the extent any obligations herein are intended to or specifically noted to continue after a Participant ceases to hold their position with AWMAC, such as with respect to confidentiality, such obligations shall apply to such Participants thereafter.
- 2.2. In recognition of the importance of this Code, all Participants of AWMAC shall have a copy of this Code made available to them and shall be deemed to acknowledge and undertake compliance with this Code by virtue of accepting a volunteer, employment, or contract position with AWMAC, including, without limitation, through nomination or appointment to the Board or a Committee of AWMAC. The obligations of the Participants hereunder are legally binding and are, among other good and valuable consideration, in consideration of the Participant being permitted to fill their role within AWMAC.
- 2.3. For clarity, this Code also applies to Participants' conduct outside of AWMAC's business, activities, and events, including when such outside conduct could or does adversely affect relationships within AWMAC and/or its members, and/or is detrimental to the image and reputation of AWMAC. The Board will determine such jurisdiction in its sole and unfettered discretion.

- 2.4. Dishonest or unethical conduct or conduct that is illegal constitutes a breach of the Code regardless of whether the Code specifically addresses such conduct.

### 3. PRINCIPLES OF GOOD CONDUCT

- 3.1. AWMAC's reputation is at the core of its success and must be protected continuously. It has been built over 50 years and depends upon our shared commitment to AWMAC's mission, vision and values.
- 3.2. While performing duties, and outside regular hours of work, Participants must always conduct themselves in ways that enhance AWMAC's reputation. Participants must help AWMAC earn and keep the trust of AWMAC's stakeholders and the general public and lead them to develop a favourable opinion of AWMAC.
- 3.3. Conduct expectations of Participants include, to the extent applicable depending on whether such Participant is a volunteer, employee or contractor, but are not limited to:
- a) always act with fairness, honesty, integrity and openness and in the best interests of AWMAC at all times;
  - b) respect the opinions of others and treat all with equality and dignity;
  - c) refrain from trying to influence other Participants outside of meetings that might create factions and limit free and open discussion;
  - d) contribute to a collegial, inclusive, professional, positive, and respectful work environment, including ensuring compliance with AWMAC's Discrimination and Harassment Policy;
  - e) when speaking to an AWMAC Chapter, Membership, the public or other entities, support the decisions of the Board and the Executive Director to ensure there is a "unified" voice. Participants may not speak for the Board or Executive Director unless they are designated to do so, but may talk about what the Board or Executive Director has decided if it is public knowledge. Participants may state their personal views on decisions at the Board level; however, Participants must never act in a manner that undermines the decisions of the Board or Executive Director. This may include, for example (and without limitation), criticizing a Board decision or the Board members who voted in favour of the Board decision;
  - f) know, understand, support and advocate for AWMAC's mission, vision, values and goals;
  - g) do not attempt to exercise individual authority over AWMAC except when explicitly set forth in Board policies, resolutions or at the direction of the Board or Executive Director;
  - h) become familiar with and follow AWMAC's bylaws, policies, procedures and guidelines;
  - i) provide a positive and valued experience for those receiving services within and outside of AWMAC;
  - j) use AWMAC's trademarks, insignia, name, logos and other marketing materials (the "**AWMAC IP**") in compliance with guidelines issued by AWMAC from time to time. No materials featuring AWMAC IP shall be distributed without permission of the Board;
  - k) take responsibility for your commitments, actions and decisions;
  - l) at all times, obey all applicable laws and regulations of the relevant government authorities, including all laws and provisions that govern appropriate conduct in the workplace while acting on behalf of AWMAC;

- m) disclose one's involvement with other organizations, businesses or individuals where such a relationship might create a real or perceived conflict of interest with AWMAC (see AWMAC's **Conflict of Interest Policy** for more details);
- n) commit to providing and maintaining an environment in which all AWMAC stakeholders are free from bullying, workplace harassment, sexual harassment and discrimination (see AWMAC's **Discrimination and Harassment Policy** for more details); and
- o) commit to their roles and responsibilities as outlined in AWMAC's policies which may be enacted and approved by the Board from time-to-time.

#### 4. EXPENDITURES, INTELLECTUAL PROPERTY AND PERSONAL GAINS

- 4.1. Expenditures: Participants shall abide by AWMAC's travel and expense policies and budget where applicable, and shall only incur expenses on behalf of AWMAC or for which they intend to be reimbursed by AWMAC as authorized in advance, in writing, by the Executive Director or Board.
- 4.2. Intellectual Property: Any intellectual property developed by a Participant in the course of his or her role with AWMAC (for example, guidebooks, training resources, promotional materials etc.) is the sole and exclusive property of AWMAC ("**Participant IP**"). To the extent necessary, Participants hereby agree to transfer and assign any and all right and title to such Participant IP to AWMAC as may be necessary to ensure AWMAC has clear beneficial and legal title to all Participant IP. Participants shall also waive any and all moral rights (as that term is generally understood in Canadian intellectual property law) in relation to any Participant IP, and agree to take all such further steps as may be required to document the transfer and waiver outlined in this Section.
- 4.3. Return of Property: Upon termination of service, Participants will promptly return to AWMAC all AWMAC IP, Participant IP and all documents, electronic and hard files, reference materials, and any other property of AWMAC. If requested by AWMAC, Participants will sign a statutory declaration confirming that they have returned all such documentation. Such return will not release a Participant from their continuing obligations of confidentiality with respect to the information acquired, directly or indirectly, as a result of or in relation to their tenure or position with AWMAC.
- 4.4. Personal Gains: See Conflict of Interest Policy.

#### 5. CONFIDENTIALITY

##### 5.1. DEFINITIONS

- a) "**Confidential Information**" means all proprietary or confidential information, knowledge, data or details of the affairs of AWMAC, including any information that is not generally available to the public, and includes, without limitation:
  - i) AWMAC-related information regarding plans and activities of AWMAC;

- ii) details of the operations of AWMAC, including the operations of the Board, Committees, and similar information;
- iii) AWMAC employee-related information contained in an employee's file, not including names and contact information;
- iv) third-party information provided to AWMAC on a confidential basis for the purpose of AWMAC's operations; and
- v) any other information relating to AWMAC which a Participant becomes privy to, directly or indirectly, as a result of or in relation to their Participant position with AWMAC.

## 6. CONFIDENTIALITY PROVISION

- 6.1. All Confidential Information shall be kept strictly confidential by all Participants unless otherwise permitted in advance, in writing, by the Executive Director or Board, as applicable, to be disclosed, or unless required to be disclosed by AWMAC in normal operations or as required by law.
- 6.2. A Participant, both during and after, becoming a Participant of AWMAC, must not, except to the extent expressly permitted herein:
- a) divulge any Confidential Information communicated to, produced by, or acquired by the Participant, directly or indirectly, as a result of or in relation to his or her participation in, and activities with, AWMAC;
  - b) divulge any Confidential Information acquired by the Participant, directly or indirectly, in the performance of his or her AWMAC-related duties and responsibilities to any person or third party not authorized by AWMAC or required by law to have such information;
  - c) obtain a benefit, directly or indirectly, in consideration for revealing any Confidential Information; or
  - d) use confidential information in any personal undertaking in which the Participant may be, or may become, involved.
- 6.3. Participants must use reasonable efforts to protect all Confidential Information from unintended or accidental disclosure, and in the event such disclosure occurs, Participants shall notify the Board and Executive in writing as soon as reasonably possible.
- 6.4. Notwithstanding and in addition to anything herein, Participants shall only use Confidential Information for the *bona fide* purposes of AWMAC and shall not use Confidential Information in any way whatsoever for the benefit of any person other than AWMAC.
- 6.5. The obligations in this Section shall survive a Participant's termination of their position with AWMAC indefinitely.

## 7. BREACH OF CODE OF CONDUCT AND CONFIDENTIALITY AGREEMENT

- 7.1. In the event that AWMAC becomes aware from any reasonable source that a Participant is, or potentially is, in breach of the Code, unless such breach is the result of bona fide error in

judgement by the Participant 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.

- 7.2. 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.
- 7.3. If the Executive Committee is not included in the decision as denoted in 7.2, and the Executive Director and President do not agree, or if the Executive Director or President is, or potentially is, in breach of the Code, the Executive Committee will decide by majority vote whether a breach of the Code has been proven.
- 7.4. 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.
- 7.5. Any Participant found by the Executive Director and President (or the Executive Committee as noted above) to have committed a breach of the Code may face sanctions or discipline as determined by the Executive Committee, which could include one or more of the following:
  - a) verbal warning;
  - b) reprimand in writing;
  - c) implementation of a rehabilitation process intended to address the breach of the Code, including steps such as requiring formal apologies, accountability and implementing strategies and goals for improving the conduct of the Participant on a going-forward basis;
  - d) termination of appointment or voluntary participation with AWMAC (as appropriate, and including removal as a Board member) with or without notice; and/or
  - e) such reasonable and prudent sanction as appropriate in the circumstances.

In deciding on the appropriate discipline, the Executive Committee should, to the extent it is reasonable in the circumstances, focus on discipline which is constructive, remedial and intended to solve the issue moving forward. Further, to the extent reasonable, the Executive Committee should also consider whether the Participant has a history of violations of the Code or whether this is the first breach of the Code.

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



A breach of the Code by an employee or contractor may, as the circumstances warrant, be grounds and just cause for termination of their employment or contract.

- 7.6. Information concerning the private interests of Participants 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.

## 8. APPEAL PROCESS

- 8.1. Should a Participant 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.

## 9. CERTIFICATION OF AWARENESS AND ADHERENCE

- 9.1. Upon commencement of his or her participation in and activities with, AWMAC, and thereafter as requested by the Executive Director, each Participant shall review and sign the Code, including any amendments thereto, to confirm that they have read, understand and agree to abide by AWMAC's then-current Code.

## 10. CODE OF CONDUCT AND CONFIDENTIALITY AGREEMENT CERTIFICATION

- 10.1. I hereby certify that I have read, understand and agree to abide by AWMAC's Code of Conduct and Confidentiality Policy and Agreement. I agree to be bound by the obligations contained therein. I understand that such adherence is a condition of my volunteer work, employment or contract with AWMAC. I understand that a violation of the Code of Conduct and Confidentiality Agreement may be grounds for termination as a volunteer, employee or contractor, including with respect to my position as director of AWMAC.

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*Printed Name*

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*Signature*

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*Date*