

BOXING MANITOBA
Manitoba Amateur Boxing Association (MABA)

CONFLICT OF INTEREST POLICY

Adopted May 2009

Definitions

1. The following terms have these meanings in this Policy:

- a. *"Conflict of Interest"* – A real or seeming incompatibility between one's private interests and one's public or fiduciary duties.
- b. *"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.
- c. *"Non-Pecuniary Interest"* - Family relationships, friendships, volunteer positions in associations or other interests that do not involve the potential for financial gain or loss.
- d. *"Perceived Conflict of Interest"* – A perception by an informed person that a conflict of interest exists or may exist.
- e. *"Boxing Manitoba Member"*- All individuals employed by Boxing Manitoba and Boxing Manitoba directors and committee members.

Purpose and Application

2. The purpose of this Policy is to describe how Boxing Manitoba Members will conduct themselves in matters relating to real or perceived conflicts of interest, and to clarify how Boxing Manitoba will make decisions in situations where conflicts of interest may exist.

3. This Policy applies to all Boxing Manitoba Members as defined in the Definitions section.

Obligations

4. Any real or perceived conflict, whether pecuniary or non-pecuniary, between a Boxing Manitoba Members' interest and the interests of Boxing Manitoba, must at all times be resolved in favor of Boxing Manitoba.

5. Boxing Manitoba Members 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 Boxing Manitoba, unless such business, transaction or other interest is properly disclosed to Boxing Manitoba and approved by Boxing Manitoba;
- 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 Boxing Manitoba, where such information is confidential or is not generally available to the public;
- e. Use Boxing Manitoba property, equipment, supplies or services for activities not associated with the performance of official duties with Boxing Manitoba without the permission of Boxing Manitoba;
- f. Place themselves in positions where they could, by virtue of being a Boxing Manitoba Member, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
- g. 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 a Boxing Manitoba Member.

Disclosure of Conflict of Interest

6. A Boxing Manitoba Member will disclose a conflict of interest to the Boxing Manitoba Board of Directors immediately upon becoming aware that there exist real or perceived conflicts of interest.

7. Any person who is of the view that a Member of Boxing Manitoba may be in a position of conflict of interest may report this matter in writing to the Boxing Manitoba Board of Directors.

Resolving Conflicts in Decision-making

8. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by a Boxing Manitoba Member will be considered and decided upon by the Boxing Manitoba Board of Directors provided that:

- a. The nature and extent of the Boxing Manitoba Member's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
- b. The Boxing Manitoba Member does not participate in discussion on the matter giving rise to the conflict of interest;
- c. The Boxing Manitoba Member abstains from voting on the proposed decision or transaction;
- d. The Boxing Manitoba Member 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 Boxing Manitoba.

Conflicts Involving Employees

9. Boxing Manitoba will restrict employees from being employed with any Boxing Manitoba member during the term of their employment unless consented to by the Boxing Manitoba Board of Directors. Any determination as to whether there is a conflict of interest will rest solely with Boxing Manitoba, and where a conflict of interest is deemed to exist; the employee will resolve the conflict by ceasing the activity giving rise to the conflict.

10. Boxing Manitoba will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with Boxing Manitoba, 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 Boxing Manitoba. Any determination as to whether there is a conflict of interest will rest solely with Boxing Manitoba, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict.

Enforcement

11. Failure to adhere to this Policy may give rise to discipline in accordance with Boxing Manitoba’s Discipline and Complaints Policy.