



NEW LEAF

LIVING AND LEARNING TOGETHER INC.

Policy: Conflict of Interest	
Policy # FA-03	Version #: 2
Effective Date: February 1, 2010	Review Date: January 17 2022

Policy:

All transactions administered by New Leaf: Living and Learning Together Inc. (hereinafter **NEW LEAF**) adhere to all ministry guidelines, **NEW LEAF** policies/procedures and any legislation as pertains to conflict of interest.

NEW LEAF will require suppliers and contractors to disclose a real or perceived conflict of interest.

NEW LEAF reserves the right to cancel any contract, or may refuse to enter into a contract where and when a real or perceived conflict is discovered.

Suppliers and contractors will be required to sign a declaration of no conflict of interest.

Scope:

All Officers, Directors and employees of **NEW LEAF**, suppliers or contractors, any person responsible for the approval, issuance or allocation of an order, contract, commitment or specification for materials or services to be furnished by external suppliers for **NEW LEAF** hereafter referred to as "Party".

Any of the aforementioned persons or person responsible for the determination of prices or terms, for the sale of or purchase of materials, supplies or services, to clients or from suppliers, on behalf of **NEW LEAF** also falls under this policy. (Hereafter referred to as Party).

Rationale:

Conflict of interest is a situation where the other personal or business interest of the Party is in conflict with the best interest of **NEW LEAF**. A conflict of interest may occur when a direct or indirect personal gain or benefit is given to or received by:

1. the Party, or
2. a family member of the Party, or

a direct or indirect advantage or privilege is given to or received by:

1. the Party, or
2. a family member of the Party

This policy also applies to a perceived conflict of interest where a public perception may exist as to a conflict of interest.

Occasionally it is in the best interest of **NEW LEAF** to acquire goods and services from, or to give or sell

goods or services to, external organizations that have associations with **NEW LEAF** or with some of its employees. To protect employees of **NEW LEAF**, as well as **NEW LEAF** itself, from allegations of conflict of interest, transactions must be dealt with in an arm's length basis.

This policy is compliant with the requirements of the *Broader Public Sector Accountability Act, 2010* ("the Act") and its directives: Broader Public Sector (BPS) Expenses Directive, Perquisites Directive, Procurement Directive and Business Documents Directive.

Procedures:

- Any Officer, Director and/or Employee of **NEW LEAF** is prohibited from accepting gifts, benefits or favors for their use or enjoyment offered by a client, supplier, proposed supplier, purchaser, proposed purchaser, donor, proposed donor, association, institution or person with whom the member is dealing with on behalf of **NEW LEAF**.
- Any transaction that can be perceived as a conflict of interest as described in this policy/procedure is not allowed.
- Officer, Director and/or Employee of **NEW LEAF** must always deal at arm's length when conducting business or having financial dealings on behalf of **NEW LEAF** with any enterprise. In particular:

*A party is not dealing at arm's length when **NEW LEAF** is buying, selling or giving goods or services from or to that party or some member of his or her immediate family, or when **NEW LEAF** is dealing with an enterprise where that party or some member of his or her immediate family has a financial interest.*

- Any Officer, Director and/or Employee is prohibited from approving requisitions or payments for the purchase of goods or services from enterprises in which the member, or some member of his or her immediate family has financial interest, and
- All Parties (see Scope) are prohibited from selling, giving or approving sales or gifts to enterprises in which the member or some member of his or her immediate family has a financial interest.
- All Parties (see Scope) are prohibited from doing business with, having financial dealings with or receiving remuneration or gifts from any supplier, purchaser or enterprise that competes or conflicts with the aims and objectives of **NEW LEAF**.
- When any party finds himself or herself in a situation which breaches, has breached or is likely to breach these guidelines, the party shall immediately disclose the matter to his or her reporting Manager/Director. In each case, where a breach of this policy has been reported to a Manager/Director, the Executive Director shall be immediately advised in writing of the breach.
- Any gift unknowingly received by an employee must be turned over to **NEW LEAF** with a disclosure.