GOLF MANITOBA CONFLICT OF INTEREST POLICY

"Organization" refers to: Golf Manitoba

Definitions

1. The following terms have these meanings in this Policy:
    a. "Conflict of Interest" – Any situation in which a Representative's decision-making, which should always be in the best interests of Golf Manitoba is influenced or could be influenced by personal, family, financial, business, or other private interests
    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" - An interest that an individual may have in a matter which may involve family relationships, friendships, coach-athlete, volunteer positions within other Organizations or other interests that do not involve the potential for financial gain or loss
    d. "Representatives" – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

Background

2. Individuals who act on behalf of an organization have a duty first to that organization and second to any personal stake they have in the operations of the Organization. For example, in not-for-profit organizations, Directors are required, by law, to act as a trustee (in good faith, or in trust) of the Organization. Directors, and other stakeholders, must not put themselves in positions where making a decision on behalf of the Organization is connected to their own personal interests. That would be a conflict of interest situation.

Purpose

3. Golf Manitoba strives to reduce and eliminate nearly all instances of conflict of interest at the Organization – by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest, and will clarify how Representatives shall make decisions in situations where conflict of interest may exist.

4. This Policy applies to all Representatives.

Obligations

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal interest and the interests of Golf Manitoba, shall always be resolved in

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favour of the Organization.

6. Representatives 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 Golf Manitoba, unless such business, transaction, or other interest is properly disclosed to the Organization and approved by the Organization
    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 preferential treatment
    c. In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or 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 the Organization, if such information is confidential or not generally available to the public
    e. Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of Golf Manitoba, or in which they have an advantage or appear to have an advantage on the basis of their association with the Organization
    f. Without the permission of the Golf Manitoba use the Organization's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Organization
    g. Place themselves in positions where they could, by virtue of being a Golf Manitoba Representative, influence decisions or contracts from which they could derive any direct or indirect benefit
    h. Accept any cash, gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Golf Manitoba Representative
    i. Not benefit from past duties with Golf Manitoba or act against the best interests of Golf Manitoba

Disclosure of Conflict of Interest

7. Upon being nominated, elected or recognized or being employed, and on an annual basis thereafter all the Organization's Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a Declaration Form disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by Golf Manitoba.

8. Immediately upon becoming aware that a conflict of interest may exist, all Representatives must disclose any real or perceived conflict of interest as follows:

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a. Directors, Officers, Committee Members, candidates for election to the Board, and the senior staff person (when employed) must disclose real and perceived conflicts of interest to the Board
b. Employees must disclose real and perceived conflicts of interest to the senior staff person or, in the absence of a senior staff person position, to the Board
c. Coaches, volunteers, managers, and other Representatives must disclose real and perceived conflicts of interest to their immediate supervisor (e.g., team manager, staff person, other volunteer, etc., as applicable)
d. The Board will be advised of all real or perceived reported conflicts of interest

9. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

Minimizing Conflicts of Interest in Decision-Making

10. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by an Organization Representative will be considered and decided with the following additional provisions:
    a. The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted
    b. The Representative does not participate in discussion on the matter
    c. The Representative abstains from voting on the decision
    d. For board-level decisions, the Representative does not count toward quorum
    e. The decision is confirmed to be in the best interests of Golf Manitoba

11. For potential conflicts of interest involving employees, the Golf Manitoba Board will determine whether there is a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. Golf Manitoba will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee's ability to perform the work described in the employee's job agreement with Golf Manitoba or give rise to a conflict of interest.

Conflict of Interest Complaints

12. Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to the Golf Manitoba Board who will decide appropriate measures to eliminate the conflict. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest, if conflict is determined:
    a. Removal or temporary suspension of certain responsibilities or decision-making authority
    b. Removal or temporary suspension from a designated position
    c. Removal or temporary suspension from certain teams, events and/or activities

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d. Expulsion from Golf Manitoba
e. Other actions as may be considered appropriate for the real or perceived conflict of interest

13. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the Organization to be addressed under the Golf Manitoba Discipline and Complaints Policy.

14. Failure to comply with an action as determined by the Board will result in automatic suspension from Golf Manitoba until compliance occurs.

15. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

16. The decision of the Board of Directors related to a determined conflict of interest will be binding on the parties and on all Association Members, subject to the right of any party to seek a review of the decision pursuant to the Golf Manitoba Appeal Policy.

17. No action or legal proceeding will be commenced against Golf Manitoba or its members in respect of a dispute, unless the Association has refused or failed to abide by the provisions for appeal as set out in this policy.

Review and Approval:

This policy was approved by the Board of Directors and will be reviewed by the Executive Committee on an annual basis.

Board Approval Date: ***October 15, 2026***

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