

**TITLE: CONFLICT OF INTEREST POLICY**

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**Mandatory Review**

**Date: May 31, 2022**

**Approved By:**

- Board of Governors
- Executive Committee
- Senate

## 1. Purpose

The Sheridan College Institute of Technology and Advanced Learning (Sheridan) is a post-secondary institution that strives to ensure integrity, transparency and public confidence at all times. Sheridan takes all reasonable steps to ensure that Actual, Potential, and Perceived Conflict of Interest (as defined below) situations are avoided and, if known, are dealt with in a fair, timely and consistent manner.

In keeping with Sheridan's mission, vision, and core values, this Policy supports and provides ethical guidelines for all Members of Sheridan (as defined below) to understand their obligations and avoid placing themselves in any Actual, Perceived, or Potential Conflict of Interest situations and to proactively disclose any Actual, Potential and/or Perceived Conflicts of Interest.

Employees have an obligation to disclose if they are in a Conflict of Interest. This Policy provides a process to disclose Conflicts of Interest and for Sheridan to address any Actual, Perceived, or Potential Conflict of Interest situations and is in addition to any Member of Sheridan specific Code of Conduct.

This Policy also serves as an outline for Researchers (as defined below) about their obligations regarding Conflict of Interest and ethical conduct. Sheridan is also a signatory to the 2014 Tri-Council "Memorandum of Understanding – Roles and Responsibilities of Federal Grants and Awards" ("Memorandum"), which includes provisions relating to Conflicts of Interest. Researchers are required to read and comply with both the Memorandum and this policy.

## 2. Scope

This Policy applies to all Members of Sheridan (as defined below), including Researchers, and establishes the principles, parameters and guidelines for identification, disclosure and management of Conflicts of Interest situations.

### 3. Definitions

- 3.1. **“Actual Conflict of Interest”** means when a Member of Sheridan has a private or personal interest that is sufficiently connected to or with the Member of Sheridan’s duties or responsibilities that it influences the execution of those duties and responsibilities.
- 3.2. **“Confidential Information”** means any scientific, technical, commercial, business, or personal information that belongs to Sheridan, is not in the public domain, and/or is protected by statute or regulation.
- 3.3. **“Conflict of Interest”** means an actual, potential or perceived situation where an individual has the opportunity to advance or protect one’s own personal interest, the interest of one’s Family Members or Friends (as defined below), the interest of a non-arm’s length personal or business relationship, or the interest of their former, current or prospective professional associates, which may be potentially harmful to the integrity or fundamental mission of Sheridan, may not be in Sheridan’s best interest, may interfere with professional obligations or ability to exercise judgment when performing duties to Sheridan, and/or may conflict with the duties or responsibilities related to research. These interests include, but are not limited to, personal, business, commercial, or financial interests.
- 3.4. **“Employee”** means a person under the employ of Sheridan either:
  - (a) On a full-time, ongoing basis either under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, or the Terms and Conditions for Administrative Employees; and/or
  - (b) On a less than full-time and/or temporary basis under the terms of an employment agreement.

For clarity, a Researcher is a type of Employee.

- 3.5. **“Friend”** means any person who has a close personal, intimate/sexual and/or non-arm’s length relationship with an Employee.
- 3.6. **“Family Member”** means those connected to an individual by birth, adoption, marriage, civil partnership, or cohabitation, such as the spouse or common law partner (“Spouse”), parents or step-parents of the individual and the Spouse, the spouse or common law partner of the parents of the individual and the Spouse, siblings, step-siblings, children, step-children, adopted children, nieces, nephews, aunts, uncles, grandparents and grandchildren of an individual, as well as any person who resides permanently in the same household as an individual.
- 3.7. **“Member of Sheridan”** means governors, Employees, consultants, and contractors. For the purposes of this Policy, Members of Sheridan does not include Students.
- 3.8. **“Perceived Conflict of Interest”** means when a reasonably well informed individual could properly have a reasonable belief that a Member of Sheridan has an Actual Conflict of Interest, even if there is no actual conflict.

- 3.9. **“Potential Conflict of Interest”** means when a Member of Sheridan has a private or personal interest that could influence the performance of a Member of Sheridan’s duties or responsibilities, even though the Member of Sheridan has not yet exercised that duty or responsibility.
- 3.10. **“Research Activities”** means the systematic effort to discover new facts, principles or knowledge and information that can be generalized, to develop new interpretations of facts, knowledge or information, or to discover new means of applying existing knowledge in all disciplines, and includes scholarship (the cognitive process or acquiring knowledge).
- 3.11. **“Researcher”** means an individual who is engaged in Research conducted on Sheridan premises, using Sheridan resources, facilities and/or equipment, or who is otherwise engaged in Research Activities under the direction, control or auspices of Sheridan.
- 3.12. **“Sheridan Official”** means an Employee and/or representative of Sheridan acting in the course of their duties.
- 3.13. **“Student”** means any individual who is admitted, enrolled or registered for study at Sheridan. Individuals who are active in a program, but not enrolled in classes for a particular term (e.g. on vacation or coop term) are considered to have a continuing student relationship and are included in the definition of Student.

## 4. Policy Statement

### 4.1 Principles

These principles are overarching in this Policy and encompass the provisions of how Members of Sheridan are expected to perform their duties, having regard to their particular role/position at Sheridan. The principles are followed by a non-exhaustive list of examples of situations that may constitute a Conflict of Interest at Sheridan.

#### 4.1.1 Overarching Principles

Individuals, having regard to their particular role/position at Sheridan, shall:

- a. Act honestly and uphold the highest ethical standards;
- b. Act in a professional manner, which includes meeting obligations, maintaining independence, being truthful, and maintaining civility and integrity in all activities that engage Sheridan’s interests;
- c. Perform their Sheridan duties with integrity and conduct themselves in a manner that will bear the closest public scrutiny;
- d. Adhere to any applicable Policies and Codes of Conduct;
- e. Avoid engaging in personal pursuits that would particularly or significantly interfere with Sheridan activities;
- f. Conduct their personal affairs in such a way as to avoid any Conflict of Interest situations (see below for a non-exhaustive list of examples);

- g. Not assist external entities or persons in their dealings with Sheridan where this would result in actual or perceived (subjective) preferential treatment;
- h. Avoid situations where a Conflict of Interest may occur due to the interests of a Family Member or Friend;
- i. As a condition of their employment, engagement, training, affiliation or appointment with Sheridan, avoid any situation that does or may involve a Conflict of Interest;
- j. Resolve any Conflict of Interest in reference to, and in favour of, the public interest, if a Conflict of Interest does arise between the private, personal, financial, or other interest of a Member of Sheridan and their duties and responsibilities to Sheridan; and
- k. Abide by all Sheridan Policies and Procedures, as well as all municipal, provincial and federal laws.

#### *4.1.2. Disclosure to Sheridan*

Upon joining Sheridan and throughout their relationship with Sheridan, all Members of Sheridan are required as soon as becoming aware of the Conflict of Interest, at their own initiative, disclose, in writing any and all situations or activities involving themselves and/or others that may constitute a Actual, Potential or Perceived Conflict of Interest. In accordance with the Conflict of Interest Declaration Form, individuals should not rely on anyone else to make a disclosure on their behalf. When in doubt, disclosure is the most prudent course of action.

#### *4.1.3. Failure to Comply*

- a. Members of Sheridan who fail to comply with this Policy may be subject to discipline, as appropriate, up to and including immediate dismissal or termination of the relationship with Sheridan;
- b. In the interest of avoiding Conflicts of Interest, Sheridan requires full disclosure of information. Failure to provide adequate information when requested to do so may result in disciplinary action, up to and including dismissal; and/or
- c. Sheridan may take legal action against any individual whose failure to comply with this Policy results in loss or damage of any nature whatsoever to Sheridan.

## **4.2 Examples of Conflicts of Interest**

Whether a Conflict of Interest arises and/or exists depends on the specific facts and/or situation. The following is a list of possible situations that may assist individuals in identifying inappropriate and/or impermissible Conflicts of Interest. This is not an exhaustive list.

#### *4.2.1 Intimate, Sexual, and/or Close Personal Relationship*

- a. Depending on the circumstances, any intimate, sexual, and/or close personal relationship between Employees, may be a Conflict of Interest.
- b. Any sexual relationship between an Employee and a Student, where the Employee teaches or has professional contact with the Student as part of their employment responsibilities, is a Conflict of Interest.
- c. A person shall be incapable of giving consent to a person in a position of trust, power, or authority. Any Employee who becomes intimately and/or sexually involved with a subordinate leaves themselves open to allegations of sexual harassment.
- d. Any sexual relationship between an Employee with supervising responsibilities and an Employee who reports to them, directly or indirectly, is a Conflict of Interest.
- e. The provisions of the Sexual Assault and Sexual Violence Policy and Protocol are applicable to any Conflict of Interest of this nature.

#### *4.2.2 Preferential Treatment: Transactions, Negotiations/Contracting, and Hiring*

No Employee shall unduly, and without a valid, objective, and justifiable business reason, favour, or give preferential treatment to any person, organization or business entity in connection with Sheridan affairs.

##### a. Contracting with Third Parties

No Employee shall participate in any transactions with any Family Member or Friend in relation to any employment, educational, contractual, contractor, supplier or service issue related to Sheridan.

##### b. Negotiations/Contracting

No Employee shall negotiate or contract with Family Members, Friends or associated entities, if they are involved in the contracting out or awarding of contracts processes.

##### c. Hiring

- i. No Employee shall hire a Family Member or Friend such that a Family Member or Friend reports to them directly or indirectly.
- ii. No Employee shall hire a Family Member or Friend of one of their colleagues working in the same department or Responsible Office/Business Unit.
- iii. All Employees applying for supervisory positions will be expected to inform the Vice President, Human Resources, in accordance with the Conflict of Interest Declaration Form, of the existence of such Conflict of Interest relationships with anyone to be supervised directly or indirectly.
- iv. All Employees in a supervisory position are expected to advise the Vice President, Human Resources, in accordance with the Conflict of Interest Declaration Form, where such a Potential, Perceived, or Actual Conflict of Interest relationship develops between them and an Employee they supervise.

- v. No Employee shall participate in any way in the selection, performance appraisal, demotion, transfer, promotion, discipline or termination of their Family Members or Friends.
- vi. Current incumbents, who are full-time and part-time Employees in a Conflict of Interest, shall be permitted to continue their current positions subject to the following conditions:
  - i. Human Resources will work with the next superordinate level manager not in a Conflict of Interest in accordance with this Policy, to document decisions pertaining to the current incumbent Employee, including, but not limited to: the employment relationship, hiring, promotion, job evaluation, discipline, performance concerns/management, leaves of absence (excluding vacation requests), attendance management, and termination
  - ii. The current incumbent Employee will be ineligible for consideration for a different role which would be contrary to this Conflict of Interest Policy (please see the provisions above).
  - iii. Notwithstanding the foregoing, current incumbent Employees under a Collective Agreement who apply to positions covered by the same Collective Agreement, will be considered in accordance with their Collective Agreement. Where such situations result in a reporting relationship contrary to this Conflict of Interest Policy, the employment relationship will be subject to the conditions outlined above.

#### *4.2.3 Outside Activities and/or Undertakings*

No Employee shall engage in any personal outside activity and/or undertaking that:

- a. Is in competition, direct or indirect, with Sheridan;
- b. Conflicts with Sheridan's legitimate business interests;
- c. Interferes or appears to interfere with the Employee's ability to perform his or her own duties and responsibilities to or at Sheridan;
- d. Derives an advantage from the Employee's affiliation with Sheridan;
- e. Influences or affects, or likely influences or affects, the carrying out of his or her duties to or at Sheridan;
- f. Involves the use of Sheridan premises, equipment, supplies, staff time or services for personal gain without written permission from Sheridan and, as appropriate, due compensation to Sheridan;
- g. Acquires or disposes of Sheridan equipment or property for personal gain or use without obtaining the necessary approval or following stated procedures;
- h. Associates the name of Sheridan with any outside activity or business venture or uses the Sheridan address, telephone number, fax number, website or email address for such purpose; and/or
- i. Associates Sheridan with any political activity.

As per the Academic Employees Collective Agreement, full-time faculty shall not take any employment, consulting, or teaching activity outside of Sheridan during the period of assigned workload, without the prior consent of a Sheridan Official, which shall not be unreasonably withheld. Section 4.2.3(a) does not preclude part-time or non-full-time faculty from engaging in outside employment contracts.

#### *4.2.4 Financial, Business, and/or Commercial Gain*

No Member of Sheridan shall use or seek to use his or her affiliation with Sheridan to:

- a. Gain direct or indirect financial or other material benefit for themselves or their Family Members or Friends; and/or
- b. Solicit or accept favours or economic benefits from any individuals, organizations or entities known to be currently engaged in or seeking business, contracts or alliances with Sheridan.

#### *4.2.5. Privileged and Confidential Information*

No Member of Sheridan shall:

- a. Disclose any privileged and/or Confidential Information about a Sheridan undertaking, acquired in the performance of duties for Sheridan, to any person or organization not authorized by law or by Sheridan to have such information;
- b. Benefit directly or indirectly in return for, or in consideration for, revealing privileged and/or Confidential Information about or belonging to Sheridan; and/or
- c. Use privileged and/or Confidential Information about or belonging to Sheridan for any unauthorized purpose, including in connection with any personal or private undertaking or activity.

#### *4.2.6 Gifts, Hospitality and Other Benefits*

No Employee shall:

- a. Accept gifts and gratuities, including, but not limited to:
  - i. Cash rebates;
  - ii. Tickets or sponsorship to a sporting, cultural, golfing, or entertainment event;
  - iii. Airline flights and accommodations;
  - iv. Personal discounts;
  - v. Personal commissions; and/or
  - vi. Tangible items of value (such as liquor, securities, real estate, etc.).
- b. Accept, directly or indirectly, any personal gifts, hospitality or other benefits from persons, groups or organizations dealing with Sheridan or from clients, or other persons with whom they deal in the course of their work or services to or at Sheridan.
- c. Notwithstanding the above in a) or b), an Employee may accept a lunch or dinner or promotional items in accordance with the Travel, Meal, Hospitality, and Other College Business Related Expense Claims Policy (<https://policy.sheridanc.on.ca/dotNet/documents/?docid=595&public=true>).

#### 4.2.7. Procurement, Privatization and Contracting Out

No Employee shall:

- a. Acquire goods and services for Sheridan from any business, corporation or other entity in which an Employee or someone with whom an Employee has a non-arm's length relationship owns or holds a controlling interest, either directly or indirectly;
- b. Take steps to influence the acquisition of goods or services for Sheridan from any corporation or other entity in which an Employee or those with whom the Employee has a non-arm's length relationship or holds a controlling interest, either directly or indirectly;
- c. Help any outside entities or organizations in any transaction or dealing with Sheridan in any way that contravenes the provisions of this Policy;
- d. Provide confidential information associated with a transaction or dealing involving Sheridan, except as necessitated by or within the context of the transaction or dealing itself, to any outside entity or organization, before the transaction or dealing with Sheridan is completed;
- e. Engage in the acquisition of goods where the Employee has assumed or is about to assume a financial or outside business relationship that may involve a Conflict of Interest;
- f. Uses Sheridan's association with a supplier to receive personal financial gain; and/or
- g. Engage or contract Sheridan in work for an entity partly or wholly owned and/or controlled, directly or indirectly, by the Employee or someone with whom the Employee has a non-arm's length relationship.

#### 4.2.8. Research

No Researcher shall:

- a. Allow their actions or judgment in relation to the Research Activities to be or perceived to be detrimentally affected by the personal, institutional or other interests, including business, commercial or financial interests whether of: the Researchers, their Family Members, their Friends; their former, current or prospective professional associations, or Sheridan;
- b. Allow personal or business interests to compromise impartiality and independence with respect to the Research Activities;
- c. Engage Students in Research Activities for the Researcher's personal or business benefit, and without regard for the academic progress of the Students; and/or
- d. Accept funding from an organization that stands to benefit directly or indirectly from the Research Activities, without prior authorization from Sheridan.

All Researchers shall adhere to all municipal, provincial, and federal laws, as well as all Sheridan Policies and Procedures, including, but not limited to: Human Participants Policy and Research Integrity Policy.

When it is not possible for a Researcher to avoid a Conflict of Interest, the Conflict of Interest shall be disclosed to Sheridan, as per 4.1.2 above, and steps shall be taken to minimize and/or manage the Conflict of Interest.

#### 4.3 Responsible Offices

The Responsible Office of this Policy, the associated Procedure, and interpretation shall be The Office of the General Counsel.

#### **5. Related Documentation (Procedures/Additional Policies/Forms)**

[Conflict of Interest Declaration Form](#)

[Acceptable Use Policy](#)

[Code of Professionalism and Civility](#)

[Procurement Policy and Contract Signing Authority](#)

[Sexual Assault and Sexual Violence Policy](#)

[Expenses Policy](#)

[Human Participants Policy](#)

[Research Integrity Policy](#)