



Canadian Society of Gastroenterology Nurses & Associates

Société canadienne des infirmières et infirmiers en gastroentérologie et travailleurs associés

Title: Conflict of Interest Policy

1. Purpose

The purposes of this conflict of interest policy (the “**Policy**”) are to: (a) promote open and unbiased actions and decisions that are in the best interest of The Canadian Society of Gastroenterology Nurses and Associates (the “**CSGNA**”); and (b) provide guidance and procedures to identify and manage conflicts of interest in an appropriate manner.

2. Applicability

This Policy applies to all directors and executives of the CSGNA. This Policy also applies in limited circumstances to persons who have formerly served in such roles. All such persons are referred to in this policy as “**Executives**”.

3. Conflict of Interest Defined

A conflict of interest (each, a “**Conflict**”) arises when an Executive has a direct or indirect personal, private or other interest that, when viewed from the perspective of a reasonable and objective person, may impair that Executive’s ability to act in the best interest of the CSGNA or may influence an Executive’s decision to the detriment of the CSGNA. Conflicts may be real, perceived or potential, may involve individuals not at arm’s length with the Executive (such as, but not limited to spouses, family members, corporations or other legal entities owned in part, directly or indirectly, by the Executive, trusts where the Executive is a direct or indirect beneficiary, or close personal friends) and exist whether or not the Executive is actually influenced by the competing interest. Without limiting the generality of the foregoing, a Conflict would arise where an Executive or anyone not at arm’s length with an Executive: (a) is a party to a contract with CSGNA; or (b) has a financial or other interest in a transaction with the CSGNA.

4. Preventive Measures

- (a) *General.* Each Executive shall strive to conduct his or her personal or private affairs in such a manner to avoid potential conflict.
- (b) *Gifts or Benefits.* No Executive shall solicit nor accept any gifts or benefits when conducting business on behalf of the CSGNA or from anyone conducting or proposing to conduct business with the CSGNA, other than incidental gifts, items of customary hospitality or other benefits of nominal value.

- (c) *Agreements or Transactions with CSGNA.* No Executive shall contract or transact with CSGNA unless such Executive has fully complied with Section **Error! Reference source not found.** of this Policy.
- (d) *Confidential Information.* No Executive shall disclose or use for any improper purpose (including for personal advantage or gain) any confidential information relating to the CSGNA, including without limitation any information disclosed by an Executive in the course of compliance with this Policy. This obligation will survive the appointment or election of the Executive as such.
- (e) *Post-Term Obligations.* Following the expiration, termination or removal of an Executive from his or her position, the Executive shall not act in a manner as to take improper advantage of his or her previous position.

5. Disclosure and Abstention Requirements

- (a) *Disclosure.* Each Executive must disclose all Conflicts which exist prior to the Executive's election or appointment, and thereafter each Conflict promptly upon becoming aware of such Conflict. Disclosure shall be made in writing to the President of the CSGNA in reasonable detail. If the Executive in question is the President or the Conflict otherwise involves the President, the Executive will disclose to the board of the directors of the CSGNA. Executives who are directors may also disclose Conflicts orally to the board at a duly convened meeting of the board of directors. Any Executive who becomes aware of a Conflict involving another Executive must also promptly disclose such Conflict as set forth in this Section 5(a).
- (b) *Authority.* No individual has the authority to act on behalf of CSGNA except with such authority as is approved by the Board.
- (c) *Absention.* No Executive may vote on, participate in discussions or deliberations relating to, or otherwise persuade, influence or discuss with other Executives in any manner, any contract or transaction in respect of which a Conflict exists in relation to such Executive. If any such vote, discussion or deliberation arises in the course of any meeting of or discussion with other Executives, such Executive must announce his or her Conflict and remove himself or herself from such meeting or discussion. The Executives other than the Executive involved in such Conflict may also remove from any meeting any Executive that is the subject of any Conflict.
- (d) *Registration.* Any Executive of the CSGNA who has an involvement with Vendors or outside relationships shall register in writing with the President the nature of the relationship.
- (e) *Partnerships.* Partnerships with private industry are acceptable when they produce mutual benefits to the members of CSGNA and will facilitate the private association's ability to enhance the quality of life of public. Partnerships between CSGNA and Industry must support the Mission of the CSGNA association.

- (f) Executives shall seek guidance about how to handle a conflict that cannot be avoided. Conflicts of interest shall be resolved in the interest of association members with the least possible restriction on the individual rights.
- (g) *Resignation.* If necessary, the Executive must vacate his or her Board position while fulfilling the contract for CSGNA.

6. Policy Commitments

Decisions are made above all, in the interest of the CSGNA. Individuals can be influenced by many variables. The Executives shall not commit themselves in advance to a position that limits their ability to assess, analyze and judge issues and their discretion to vote in the interest of CSGNA

7. Committee and Other Appointments

All committee and other appointments are made on the basis of qualifications and/or the ability to meet set requirements, criteria or specifications. The Executive shall not hire or appoint family members or close associates for CSGNA projects or committee work unless approved by the Board.

8. Bias

The Executive must represent un-conflicted loyalty to the interests of CSGNA consistent with the member's interest. This accountability supersedes any conflicting loyalty as that to advocacy or interest groups, employer, and membership on other boards. Feelings of hostility or friendship and/or family relationships are recognized as possible sources of bias. If biases threaten to influence decisions and/or could create the appearance of unfairness, a conflict of interest shall be declared and consideration given to whether the Executive should withdraw from decision-making or involvement in the issue.

9. Awards

No director will be eligible for the CSGNA awards program during such director's term as such, unless the educational grant is not a CSGNA award (CAG, SCICAN, or the GI Professional Nursing Award).

10. Acknowledgement of Policy

Each Executive shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so and will comply with same.

References

Canadian Association of Gastroenterology (2008). Industry interaction policy.
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Canadian Association of Hepatology Nurses (no date). Endorsement policy, 1-4.

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from www.2.cna-aiic.ca/CNA/documents/pdf/publications/Code_of_Ethics_2008_e.pdf

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