



The University of British Columbia Board of Governors

CODE OF CONDUCT FOR MEMBERS OF THE BOARD OF GOVERNORS

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The University of British Columbia Board of Governors

CODE OF CONDUCT FOR MEMBERS OF THE BOARD OF GOVERNORS

1. *Purposes*

The purpose of this *Code* is to define standards and to make related provision for the conduct of Governors with a view to affirming the integrity of the Governors and the *Board* in discharging their responsibilities to the *University*.

2. *Interpretation, definitions and administration*

In interpreting and administering this *Code* primary regard must be had to achieving its purpose. Defined terms and any unique rules of interpretation that apply are set out in a Schedule to this *Code*.

3. *Duties of Governors*

3.1. A Governor, no matter how elected or appointed, must:

- 3.1.1. act in the best interests of the *University* and with a view to advancing its welfare;
- 3.1.2. avoid *Conflicts* (potential, actual, or apparent) or otherwise manage them in order to neutralize them;
- 3.1.3. comply with this *Code* and meet with the *Administrator* at the *Administrator's* request; and
- 3.1.4. exercise the care, skill and diligence that would be exercised in the same circumstances by a reasonable person having both:
 - 3.1.4.1. the knowledge and experience that may reasonably be expected of a Governor; and
 - 3.1.4.2. the knowledge and experience of the specific Governor; and
- 3.1.5. comply with the British Columbia government's *General Conduct Principles for Public Appointees*, as amended from time to time, unless subject to other ethical guidelines

specifically created by government for the *University*, the position, or the person.

- 3.2. A Governor elected or appointed due to position or familiarity with related or stakeholder interests and concerns is not a delegate or democratic representative of any interest or group. While such a Governor may express and take into account those interests and concerns, nothing in this *Code*, or in the circumstances of a Governor's election or appointment, relieves any Governor from the duty to act in the best interests of the *University* and with a view to advancing its welfare.
- 3.3. A Governor must not:
 - 3.3.1. permit the office of Governor to be used for the private benefit, advantage or profit of any person;
 - 3.3.2. use the property, information or opportunities of the *University* for the private benefit, advantage or profit of any person;
 - 3.3.3. engage in any conduct that can reasonably be considered to impair or have the potential to impair the Governor's independence or impartiality in performing the duties of a Governor or otherwise to cause, or have the potential to cause, damage to the *University* or its reputation; or
 - 3.3.4. disclose or release any confidential or other non-public information relating to the *University* or its affairs unless authorized by the *Board* or required by law to do so.
- 3.4. A Governor who has a *Conflict* or expects that a *Conflict* may arise must comply with section 4 or section 5.

4. *Initial and annual disclosure of Conflicts*

- 4.1. Upon a Governor taking or leaving office, the *Secretary* must forthwith provide the *Administrator* with written notice of the name of the Governor, the starting and ending dates of the Governor's term of office, and the Governor's current contact information.
- 4.2. Forthwith following the election or appointment of a Governor, the *Secretary* must provide such Governor with:
 - 4.2.1. a copy of this *Code*;

- 4.2.2. copies of any written materials containing any commentary or explanation of the provisions of this *Code*;
 - 4.2.3. an *Acknowledgment and Agreement* form; and
 - 4.2.4. a *Conflict Disclosure* form.
- 4.3. Each Governor must complete and sign the *Acknowledgment and Agreement* and the *Conflict Disclosure* and file them with the *Administrator* not more than 45 days after:
- 4.3.1. becoming a Governor; and
 - 4.3.2. each anniversary date of the Governor's appointment date during such Governor's term.
- 4.4. Not later than each anniversary date of the election or appointment of a Governor, whose term of office is greater than one year, the *Administrator* must provide such Governor with a copy of the Governor's filed *Conflict Disclosure* and a new *Conflict Disclosure* form.
- 4.5. Each Governor who becomes aware of a *Conflict* that is not disclosed in a *Conflict Disclosure* on file with the *Administrator* must immediately, and in any event not more than 14 days after so becoming aware, advise the *Administrator* and, where necessary, file an amended *Conflict Disclosure*.
- 4.6. A Governor who is in doubt whether he or she is in or subject to a *Conflict* that must be disclosed either under this section 4 or under section 5.1.2 should discuss the matter with the *Administrator* or the *Chair* of the *Board*. The existence of such a doubt or the scheduling of such a discussion does not relieve a Governor of the requirement to file a *Conflict Disclosure* and to avoid or neutralize all *Conflicts*.
- 4.7. If the *Administrator* thinks it advisable to have a meeting with a Governor regarding:
- 4.7.1. this *Code*;
 - 4.7.2. *Conflicts* in general; or
 - 4.7.3. a *Conflict Disclosure* that discloses a *Conflict* and the *Administrator* considers that management of the *Conflict* to neutralize it would be assisted by such a meeting;

then the *Administrator* must meet with the Governor for this purpose. The meeting must occur no later than 14 days after the *Administrator* requests the meeting, and should occur no later than 14 days after the filing of the *Conflict Disclosure*.

5. *Conduct at meetings of the Board in case of a Conflict*

5.1. Each Governor present at a meeting of the *Board* or any committee of the *Board* must:

5.1.1. review the agenda items; and

5.1.2. disclose any *Conflict* in connection with any agenda item before discussion of the item, whether or not such *Conflict* has previously been disclosed in the Governor's *Conflict Disclosure*.

5.2. If a Governor discloses a *Conflict* pursuant to section 5.1.2 a summary of the disclosure must be recorded in the minutes of the meeting.

5.3. If a Governor discloses a *Conflict* pursuant to section 5.1.2 that is not in the Governor's current *Conflict Disclosure* on file with the *Administrator* the Governor must immediately and in any event not more than 14 days after the meeting file an amended *Conflict Disclosure* with the *Administrator*.

5.4. A Governor who has a *Conflict*:

5.4.1. shall be counted in the quorum for a meeting at which the Governor attends notwithstanding that the Governor is absented while any matter is considered in respect of which a *Conflict* exists for that Governor;

5.4.2. must not participate in the discussion of or vote on any questions concerning such matter at the meeting;

5.4.3. must be absented from any in camera discussions or vote concerning such matter at the meeting; and

5.4.4. even if otherwise excluded from participation or attendance due to a *Conflict* may be specifically called upon by the *Chair* to attend and answer questions put in debate through the *Chair* before again withdrawing from making comment or, in the case of an in camera meeting, from the meeting place.

6. *Appointment and removal of Administrator*

- 6.1. Before appointment of an *Administrator* the University Counsel is requested to provide information on candidates, pre-vet candidates for qualifications, and make recommendations.
- 6.2. If a vacancy occurs in the office of *Administrator* the *Board* must fill the vacancy by appointing as *Administrator* someone who:
 - 6.2.1. has a demonstrated understanding of law and ethics as they relate to conflicts of interest;
 - 6.2.2. is a member in good standing of The Law Society of British Columbia;
 - 6.2.3. is a resident of British Columbia; and
 - 6.2.4. is qualified to be a director of a *Corporation* in British Columbia.
- 6.3. The *Administrator* must not be a person who has a *Conflict*, personally or through a *Related Person*.
- 6.4. The conditions set out in sections 6.2 and 6.3 must be satisfied at all times while the *Administrator* holds office as such.
- 6.5. The *Administrator* holds office on such terms (including as to remuneration) and for such period as the *Board* approves.
- 6.6. The *Administrator* may be removed by the *Board*.
- 6.7. The *Secretary* must provide the *Administrator* with copies of the minutes of all meetings of the *Board* and its committees.

7. *Powers and duties of Administrator*

- 7.1. The *Administrator* must:
 - 7.1.1. review every *Conflict Disclosure*; and
 - 7.1.2. fulfill the tasks and duties of the *Administrator* set out in this *Code*.

7.2. The *Administrator* may from time to time:

7.2.1. in consultation with the University Counsel, prepare and provide to Governors such explanatory memoranda or general advice concerning the interpretation and application of this *Code* and conflicts of interest in general as, in the *Administrator's* opinion, will contribute to achieving avoidance of *Conflicts* and the *Code* purposes;

7.2.2. if requested by the *Chair*, provide advice to the *Chair* concerning the interpretation and application of this *Code* and conflicts of interest in general; and

7.2.3. upon the request of a Governor, assist, as *Administrator* and not in any other capacity, the Governor to comply with this *Code*.

7.3. The *Administrator* must before March 1 in each year make a written report to the *Board* on the administration of this *Code* during the immediately preceding calendar year.

8. Confidentiality

8.1. The *Administrator* must keep confidential all information contained in a *Conflict Disclosure* or otherwise provided to the *Administrator* by a Governor, except that the *Administrator* may disclose such information:

8.1.1. to the *Chair* or the University Counsel, on a confidential basis, but only if the *Administrator* is satisfied that such disclosure is required to achieve the purposes of the *Code* or otherwise to advance the welfare of the *University*;

8.1.2. to the Information and Privacy Commissioner appointed under British Columbia's *Freedom of Information and Protection of Privacy Act* if required and in accordance with the provisions of that Act; and

8.1.3. pursuant to a court order.

9. *Professional Advisors*

9.1. The *Board*, the *Chair*, or the *Administrator* may ask:

9.1.1. the University Counsel to advise or render an opinion regarding any situation where there may be a potential, actual or apparent *Conflict*; or

9.1.2. the *University's* accountants to perform such duties in connection with the *Code* as appropriate from time to time.

10. *Code does not displace law*

10.1. Nothing in this *Code* has the effect or is intended to have the effect of replacing or modifying any obligation or liability imposed upon a Governor in law or equity.

SCHEDULE

Definitions and Other Interpretation Rules

1 Definitions

In this *Code*, unless the context requires otherwise, the following terms have the meaning defined below, and shall have the same meaning in any administration and management procedures under the *Code*:

- a) “*Acknowledgment and Agreement*” means an acknowledgment and agreement in Form A as may be specified from time to time by the *Administrator*, in consultation with the University Counsel.
- b) “*Administrator*” means the administrator appointed pursuant to section 6.
- c) “*Board*” means the board of governors of the *University*.
- d) “*Chair*” means the chair of the *Board*.
- e) “*Close Relative*” means a parent, brother, sister, child, aunt or uncle of a Governor and the child or spouse of any of them.
- f) “*Code*” means this Code, as amended, supplemented, revised or restated from time to time.
- g) “*Conflict*” means a potential, actual, or apparent conflict of interest and includes, without limitation, any circumstance in which:
 - i) a Governor or a *Related Person* has a *Private Interest*;
 - ii) a Governor has a *Private Duty*; or
 - iii) a Governor or a *Related Person* acquires or may reasonably anticipate acquiring, a *Private Interest* that in the opinion of the *Administrator*:

- A) may reasonably be attributed to the Governor's position as such, and
 - B) would cause a reasonable observer to be concerned about the ability of the Governor to perform the duties of a Governor under this *Code*; or about the integrity of the *University*, the *Board* or the Governor.
- h) "*Conflict Disclosure*" means a conflict disclosure in Form B as may be specified from time to time by the *Administrator*, in consultation with the University Counsel.
- i) "*Corporation*" means any incorporated association, no matter where or how constituted or incorporated, whether a business or not-for-profit corporation, but not a partnership, trust or estate.
- j) "*Private Duty*" means a duty that a Governor owes to someone other than the *University*.
- k) "*Private Interest*" means a direct or indirect economic interest or other personal benefit or advantage.
- l) "*Related Person*" means a person, entity or association whose relationship to a Governor is that of:
 - i) a *Spouse* or *Close Relative* of a Governor;
 - ii) a *Corporation* of which the Governor or a *Spouse* or *Close Relative* of the Governor:
 - A) is a director or officer; or
 - B) has direct or indirect ownership, control, or direction of securities which in the aggregate:
 - 1) have a value exceeding \$10,000;
 - 2) produces an income greater than \$10,000 per annum; or

- 3) represent 5 per cent or more of the outstanding securities;
- iii) a partnership of which the Governor, or the *Spouse* or a *Close Relative* of the Governor, is a partner (with an interest exceeding \$10,000), other than a limited partnership in which any such person is a limited partner;
- iv) a trust or estate in which the Governor or a *Spouse* or *Close Relative* of the Governor, serves as a trustee or in a similar capacity or has a beneficial interest exceeding \$10,000.
- m) “*Secretary*” means the *Secretary* to the *Board*.
- n) “*Spouse*” includes a common law or same sex spouse.
- o) “*University*” means The University of British Columbia.



**The University of British Columbia
Board of Governors**

**Code Of Conduct For Members Of The Board Of
Governors (the "Code")**

FORM A – ACKNOWLEDGMENT AND AGREEMENT¹

To: *The Conflicts Administrator*

I, _____, acknowledge and agree that:

- 1) I have received a copy of the *Code*.
- 2) I will conscientiously and in good faith observe the provisions of the *Code*.

Date: _____

Signature: _____

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¹ This form is subject to change from time to time. Please ensure that you use the current form.



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FORM B – CONFLICT DISCLOSURE 1

To: The Conflicts Administrator

I, _____, certify, after due consideration,
that to the best of my knowledge:

[select for
each row]

- 1) I do not have any potential, actual or apparent Conflicts True / False
2) No Related Person of mine has any potential, actual or
apparent Conflicts True / False
3) If I have selected "False" in either row above a Conflict may exist for
which the relevant people and circumstances are fully described below:2

Date: _____ Signature: _____

1 This form is subject to change from time to time. Please ensure that you use the current form.
2 Please indicate whether the Conflict arises from a Private Interest, a Private Duty or otherwise or is a potential Conflict under
the Code. Attach additional pages as necessary to provide full disclosure.

