



**Code of Conduct:
Employees' Obligations Respecting
Conflicts of Interest**

(Annotated)

Effective July 1, 2019

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A. Preamble

The highest Standards of Ethical Conduct are essential to the success of any great institution. Academic freedom, open inquiry and the pursuit of truth, which form the foundation of an institution of higher learning, depend on a shared commitment to the highest Standards of Ethical Conduct.

Commented [A1]: Source: Ethical Conduct and Safe Disclosure Policy

Much of the substantive language in this Code has been copied from existing University policies, procedures and collective agreements.

B. Application of this Code

This *Code of Conduct: Employees' Obligations Respecting Conflicts of Interest* (the "Code") applies in respect of all Representatives of the University, including the President of the University when acting as an Employee or meeting their obligations as a senior official or designated senior official under the *Conflicts of Interest Act*, but does not include:

- Members of the Board of Governors or the President of the University when acting as a Board Member, who are governed by the separate *Code of Conduct: Board of Governors*;
- Non-employees, including professors emeriti, visiting academics, volunteers, contractors, or others acting on behalf of the University. The obligations and standards of conduct owed by these persons are contained in the individual policies and procedures provided by the University.

Together, the *Code of Conduct: Employees' Obligations Respecting Conflicts of Interest* and the *Code of Conduct: Board Members' Obligations Respecting Conflicts of Interest* work together to exemplify the University's ethical standards, provide individuals with principles to guide their behaviour, and emphasize the importance the University places on the avoidance of real or apparent conflicts of interest. Any questions about the interpretation or operation of this Code may be addressed to the Vice-Provost and Associate Vice-President (Human Resources).

This Code is intended to operate alongside existing collective agreements but does not purport to change any rights or obligations negotiated between the University and any union.

C. Global Definitions

The following definitions apply to all sections of this Code, excepting where a definition is specifically provided as otherwise in a section of this Code, within a collective agreement, or in the Handbook of Terms and Conditions of Employment For Management and Professional Staff (Excluded):

Allowed Conflict: Conflict that can be managed in a way that is compliant with legislation, considers, protects and serves the interests, integrity and reputation of the University, and will withstand the test of reasonable and independent scrutiny.

Commented [A2]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedures

Board of Governors: The Governors of the University of Alberta as defined in the *Post Secondary Learning Act P-19.5 2003*.

Conflict(s): Conflict of interest, conflict of commitment, or institutional conflict.

Conflict of Commitment: A situation whereby the external or personal activities, undertakings or relationships of a person are so demanding or organized in such a manner or are otherwise such that they may interfere with the person's obligations to the University or to others or institutions that are separate from the University but to whom the person owes an obligation because of their relationship to the University.

Conflict of Interest: A situation in which there is or may be perceived to be a divergence between the private financial benefit or financial interest or personal benefit of a person, **family member**, or an **outside party**, and that person's obligations to the University, such that an impartial observer might reasonably question whether related actions to be taken or decisions made by the person would be influenced by consideration of the person's own interests.

Conflict Review Officer: According to those relationships detailed in the disclosure report, the next appropriate senior reporting officer.

Disclosure Report: A report that discloses conflict-type specific considerations relevant to deciding whether a person wishing to proceed with an activity that would or may give rise to conflict should be allowed to undertake that activity.

Family Member: Includes a person's spouse or adult interdependent partner or another individual to whom the person is related by blood, marriage or adoption.

Financial Benefit: The receipt or expectation of anything of monetary value, including pay or salary or other payments for services (e.g. consulting fees or honoraria), equity (shares, options or the like) security or other ownership interests, and intellectual property rights (e.g. patents, copyrights, royalties or carried interests or options related to such rights)

Financial Interest:

(A) Ownership in the form of shares in a privately held company or

(B) Ownership in a publicly traded company in the form of shares with a market value of greater than \$50,000.00 or representing more than 10% of the company's outstanding shares or

(C) Where the person is a member of a board of either a privately held or publicly traded company.

Good Faith (or "Good Faith Disclosure"): A submission of information, that is based on reasonable belief and is not malicious, frivolous or vexatious, to the appropriate University authority.

Institutional Conflict: A situation in which the University, or an institution, has an existing relationship with a party with which the University or the institution proposes to enter into an activity such that an impartial observer might reasonably question whether the existing relationship might prejudice decisions of the University or an institution with respect to the activity.

Office of Administrative Responsibility: The area within University administration, that is ultimately responsible for administering a particular policy and/or procedure.

Outside Party: Includes any corporation, partnership, sole proprietorship or other legal entity organized for the furtherance of a non-University interest (for profit or otherwise) and clients or patients to whom the person or the University provides individual professional services

Personal Benefit: The receipt or expectation of any personal (workplace or otherwise) benefit of a non-monetary value.

President of the University (or "President"): The individual appointed by the Board of Governors to the position of President pursuant to Section 81 of the *Post-Secondary Learning Act*, SA 2003 c P-19.5.

Commented [A3]: Source: Conflict Policy

Commented [A4]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

Commented [A5]: Source: Conflict Policy

Commented [A6]: Source: Ethical Conduct and Safe Disclosure Procedure

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Commented [A9]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

- For greater certainty, the President is the “chief executive officer” of the University for the purposes of the *Conflicts of Interest Act*, as that term is defined at Section 23.92(1)(b) of that Act.
- For greater certainty, the President is both a “senior official” and a “designated senior official” for the purposes of the *Conflicts of Interest Act*, as those terms are respectively defined at Sections 23.92(1)(k) and 23.92(1)(d) of that Act, by designation under Order in Council 085/2018 of the Lieutenant Governor in Council.

Reporting Individual: A person required to report in accordance with this Code.

Reporting Officer: For any person, the holder of the office to whom the person reports or who has supervisory responsibility over the reporting individual. Specifically, for example:

- for a Vice-President, the President.
- for a Deputy Provost or a Vice-Provost, the Provost and Vice-President (Academic).
- for an Assistant or Associate Vice-President, the appropriate Vice President
- for a Dean of a Faculty and the Chief Librarian, the Provost and Vice-President (Academic).
- for an Associate Dean or Vice-Dean, the Dean.
- for a Chair of a Department, the Dean.
- for the Director of an administrative unit or equivalent, the Vice-President responsible for that unit.
- for support staff, the holder of the office to whom the support staff reports or who has supervisory responsibility over the support staff; however, the reporting officer for a support staff will not be another support staff.
- for academic staff of a Faculty with departments, the Chair.
- for academic staff of a Faculty without departments, the Dean.
- for a post-doctoral fellow, the supervisor of the post-doctoral fellow.
- for a graduate student, the student’s supervisor or supervisory committee.
- for a staff member of a centre or institute, the person within the University responsible for that centre or institute

Representative of the University of Alberta (or “Representative”): Executive officers, faculty, staff, post-doctoral fellows, ~~professors emeriti, visiting academics,~~ student employees and volunteers, ~~contractors when specified in the terms of the contract, members of the Board of Governors, Senate, Alumni council and others, when acting on behalf of the University.~~

Reprisal: Punitive actions taken against a person for making a good faith disclosure, including, but not limited to:

- Disciplinary action
- Termination
- Adversely affecting employment conditions
- A threat to do any of the above

Respondent: A party against whom an allegation has been made.

Safe Disclosure: Individuals are not subject to reprisal for reporting allegations made in good faith.

Commented [A10]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

Commented [A11]: Source: Ethical Conduct and Safe Disclosure Policy

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Standards of Ethical Conduct: Actions and behaviours which uphold the principles of integrity, respect and accountability, supported by an awareness of and compliance with the Code, relevant policies and procedures, collective agreements, applicable legislation and professional standards.

D. Ethical Conduct and Impartiality

Overview

The highest Standards of Ethical Conduct are essential to the success of any great institution. Academic freedom, open inquiry and the pursuit of truth, which form the foundation of an institution of higher learning, depend on a shared commitment to the highest Standards of Ethical Conduct.

Whether involved in research, teaching or the governance and administration of the organization, all Representatives of the University of Alberta have an obligation to conduct themselves in a manner that is consistent with the University's stated values regarding ethical conduct.

As part of this obligation, and to protect the University and individuals from harm, Representatives of the University are encouraged to report conduct that does not meet the University's ethical standards.

Purpose

- Describe the expectations concerning ethical conduct for Representatives of the University
- Confirm the rights of individuals in reporting conduct that does not meet the University's standards
- Confirm the University's obligation to protect person(s) making a **good faith disclosure** from **reprisal**
- Confirm the University's obligation to protect the rights of the person(s) against whom allegations are made
- To outline the procedures individuals should take when reporting conduct that does not meet the University's ethical standards

Policy

1. **Standards of Ethical Conduct**

All Representatives of the University of Alberta are prohibited from acting in self-interest or furthering their private interests by virtue of their position or through carrying out their duties and shall maintain the highest Standards of Ethical Conduct.

2. **Impartiality**

Representatives are required to conduct themselves impartially in fulfilling their University duties. This means Representatives must discharge their duties in a non-partisan manner so as to ensure that public confidence and trust remain in the Representative and the University as a whole. Impartiality requires compliance with Section D-1 and the other provisions of this Code but is not intended to limit the academic freedom of the Representative.

3. **Reporting**

Representatives of the University are encouraged to report conduct that does not meet the University's ethical standards. Such reports must meet the definition of good faith disclosure and be submitted to the appropriate authority.

Commented [A14]: Source: Ethical Conduct and Safe Disclosure Policy

Commented [A15]: Source: Ethical Conduct and Safe Disclosure Procedure

The University will maintain an environment of **safe disclosure** when such a report is made, in which:

- a. The persons and offices that receive and/or investigate such reports shall protect the identity of the person making the report to the extent possible under government legislation, University policies, and collective agreements in effect at the time of the alleged misconduct.
- b. The University will not tolerate any reprisal, directly or indirectly, against anyone who, in good faith, makes a report.
- c. All individuals against whom allegations are made will maintain the rights, privileges and protections afforded to them through the *Freedom of Information and Protection of Privacy (FOIPP) Act* and other applicable government legislation, University policies, and collective agreements in effect at the time of the alleged misconduct.

Commented [A16]: Source: Ethical Conduct and Safe Disclosure Policy

Procedure

4. Disclosure of Misconduct

University process indicates that allegations or concerns of conduct that does not meet the University's ethical standards are primarily addressed utilizing the procedures associated with relevant University policies and procedures, collective agreements, government legislation and relevant professional standards.

Complainants should generally contact their manager or supervisor to disclose matters of alleged misconduct. Alternately, complainants may also contact the **Office of Administrative Responsibility** associated with the relevant policy and/or procedure ([e.g. Research Integrity complaints should follow the Research and Scholarship Integrity Enforcement Procedure](#)).

In instances where it is unknown where to disclose the matter, or the complainant has reasonable apprehension about coming forward, reports can be made to the Office of Safe Disclosure and Human Rights (OSDHR).

Initial disclosures to the OSDHR may be made verbally or in writing. OSDHR may request that disclosures be made in writing dependent on the nature of the concern and the requirements of the underlying policies. Be advised that disclosures made to OSDHR do not necessarily constitute institutional knowledge as this office's main goal is to provide advisory and referral services to the appropriate mechanism ([e.g. referral to Internal Audit Services regarding financial concerns or outlining process expectation for concerns regarding discrimination or harassment is outlined in agreements and in the Discrimination, Harassment and Duty to Accommodate Policy](#)).

Typically, in order for matters to be formally addressed, they will need to be reported to a **Representative of the University of Alberta** outside the OSDHR.

[Specific requirements for disclosing are outlined in the policy or procedure that governs the matter in question.](#) In general, disclosures should comprise of:

- The date and time of the incident(s);
- Identification of individuals responsible for the misconduct;
- Details of the alleged misconduct; and
- Name and contact information of the individual making the disclosure. Anonymous reporting may be permitted if it is permitted in the underlying processes (e.g. anonymous reporting is considered for fraud and irregularity but not for harassment).

5. Good Faith Disclosures and Reprisal

Any person making a good faith disclosure shall not be subject to reprisal.
Any person who believes they are subject to reprisal should contact the OSDHR.

6. Duty of Respondents

Those persons against whom allegations are made (**respondents**) must be treated in a fair and reasonable manner. Specifically, should formal complaints be made, respondents are entitled to:

- Be informed as to who has made the allegation against them, except for matters where the relevant policy and procedure specifically allow for anonymous or confidential complaints or the safety of the complainant may be in question;
- Only respond to allegations that have been made in a timely manner (as outlined in relevant policy if applicable);
- Be privy to enough details pertaining to the allegation to respond accurately; and/or
- Have the matter resolved in an expedient manner.

Respondents who feel that this duty is not being met, should contact the OSDHR.

Commented [A17]: Source: Ethical Conduct and Safe Disclosure Procedure

E. Avoidance of Conflicts of Interest

Overview

The University is committed to academic freedom and excellence in teaching and research. In pursuit of this mission, the University and members of the University community frequently engage in activities or situations where actual or perceived **conflicts** will exist, or which raises the potential of actual or perceived conflicts. Rather than disallow all conflicts, the University assesses conflict considerations and, when appropriate, permits certain managed conflict.

However, conflict is permitted only if it can be managed in a way that:

- a. Is compliant with legislation;
- b. Considers, protects and serves the interests, integrity and reputation of the University; and,
- c. Withstands the test of reasonable and independent scrutiny.

To maintain public trust and confidence, the University manages conflict in a fair, open, consistent, and practical manner. All members of the University share in the responsibility to appropriately address conflict.

Assessing conflict requires the collection of personal information as defined in the *Freedom of Information and Protection of Privacy Act*. The University will conduct this and other conflict-related activities with the utmost discretion and in compliance with legislation.

Commented [A18]: Source: Conflict Policy

Definitions

For the purposes of this Section 'E' only, the following definitions apply:

Academic Staff: An employee of the Board of Governors who, as a member of a category of employees or individually, has been designated as an academic staff member by the Board of Governors.

Commented [A19]: Source: Conflict Policy

Conflict Review Committee: A committee established in accordance with this section.

Commented [A20]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

Employee: All University of Alberta employees, including but not limited to faculty, staff, post-doctoral fellows, and student employees.

Event: Social, cultural, or sporting activities, charity or special functions, presentations, awards ceremonies, fundraisers, conferences and meetings hosted by a third party. It includes lunches, dinner, drinks, or other meals taken together.

Friend of the University: A person considering becoming a donor of the University.

Gift: A gift, bonus, reward or favour of any kind given to an individual. It does not include awards received.

Institution: The University or any corporation, partnership, or other legal entity owned, controlled or subject to the direction of the University.

Other Staff: Those individuals employed by the University on a part or full-time basis, who are not academic staff or support staff, and whether or not they are part of a bargaining unit.

Person: Includes academic staff, support staff, other staff, [students](#), postdoctoral fellows, [members of the Board of Governors](#) and a person's corporation [and any other individual who has a contractual or fiduciary relationship with the University as an institution](#).

Person's Corporation: Any professional corporation or corporation beneficially owned or controlled by a person.

Students: Includes undergraduate and graduate students.

Support Staff: An employee of the University who is a member of, and pays dues to, the Non-Academic Staff Association (NASA).

Policy

The University will be vigilant and pro-active concerning conflict.

A person engaging in an activity or a situation that involves either existing (actual or perceived) or potential (actual or perceived) conflict shall report the conflict so that it may be assessed and, where appropriate, managed in accordance with the associated procedures. A person shall not engage in, or continue, the activity or situation until the University has assessed whether the conflict is permitted and, if so, how the conflict will be managed.

The University determines whether or not a situation or activity involves conflict. Therefore, all existing or potential conflict must be reported.

Purpose

- To reduce the incidence of conflict or potential conflict (**conflict of interest or conflict of commitment or institutional conflict**) and appropriately manage any permitted conduct.
- To clarify reporting requirements for existing or potential conflict, whether it is actual or perceived, and to outline the process for assessing conflict in order to make informed and sound decisions pertaining to matters of conflict of commitment or conflict of interest.

Commented [A21]: Source: Conflict Policy

Commented [A22]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

Procedure - Disclosure and Assessment of Conflicts of Interest

1. Reporting by a Person

- a. A person engaging in an activity or situation that involves either existing or potential conflict shall report the conflict so that it may be assessed and, where appropriate, managed.
- b. A person shall not engage in, or continue, the activity or situation until the University has assessed whether the conflict is permitted and, if so, how the conflict will be managed.
- c. In accordance with this procedure, a person will self-assess and report activities or situations that may involve actual or perceived conflict and will complete a **disclosure report** and submit it to a **reporting officer**.
- d. The following persons are required to complete a disclosure report on an annual basis, according to a 12-month in-the-future **reporting period**:
 - **academic staff** under the Faculty Agreement or Librarian Agreement or Faculty Service Officer Agreement or Administrative and Professional Officer Agreement;
 - **support staff** who make financial or hiring decisions or who may have a research-related conflict;
 - **other staff** who make financial or hiring decisions;
 - other staff employed in a department, office or unit which has as its primary function the creation of legal relationships with individuals or entities that are not part of the University;
 - other staff who have the authority to enter into contracts or commitments on behalf of the University;
 - other staff who, as part of normal duties, have regular formal contact with individuals or entities that are not subject to the conflict policy;
 - a person who may have a research-related conflict.
- e. Notwithstanding the requirements outlined in 1.d. of this procedure, the University has the discretion to require additional persons to complete a disclosure report on an annual basis, according to a 12-month in-the-future reporting period, or on a case-by-case basis.
- f. Any time there is a change in material facts that were disclosed in a disclosure report, a **reporting individual** must submit a revised disclosure report immediately.
- g. A reporting officer will:
 - solicit and monitor the submission of disclosure reports from those persons who they anticipate receiving a disclosure report;
 - send second notice date-specified requests for a disclosure report to persons from whom they would anticipate receiving a disclosure report; and
 - refer to a **conflict review officer** in instances where an expected disclosure report has not been submitted.
- h. The failure of a reporting officer to solicit a disclosure report does not release a person from their obligation to disclose existing or potential conflict.

2. Assessment by a Reporting Officer

- a. A reporting officer will receive disclosure reports from reporting individuals and will assess the information that has been provided in the disclosure report in accordance with this procedure.

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- b. If the reporting officer has a financial benefit or **financial interest** or **personal benefit** in the considerations being assessed, the reporting officer will refer the disclosure report to the next appropriate senior reporting officer who will assume the role of reporting officer or assign an alternate.
 - c. Where an existing or potential activity or situation is assessed for an actual or perceived conflict and where it is determined that there is:
 - no conflict, the reporting officer will contact the reporting individual to indicate that they are free to proceed with the activity or engage in the situation.
 - a conflict and the activity or situation does not sufficiently serve the interests of the University or is not appropriately manageable or not able to withstand the test of reasonable and independent scrutiny, the conflict will not be allowed and the reporting officer will contact the reporting individual to indicate that they are not free to proceed with, or continue to engage in, the activity or situation.
 - a conflict and the activity or situation can be managed as an **allowed conflict**, a suitable method of monitoring and managing the allowed conflict will be determined and implemented before the reporting individual is free to proceed with, or continue to engage in, the activity or situation.

3. Management of Allowed Conflict

When an activity or situation can be managed as an allowed conflict, the reporting officer will:

- a. Work with the reporting individual to settle on the terms and conditions under which an activity or situation associated with an allowed conflict will be conducted and managed;
- b. Ensure documentation of any outcome in a memorandum of agreement in the specified form;
- c. Ensure the term, conditions, and management of an activity associated with an allowed conflict is consistent with the *Freedom of Information and Protection of Privacy Act* and other legislation and University policy relevant to that activity;
- d. Administer or delegate the on-going monitoring and management of allowed conflict;
- e. Document all related matters and maintain records;
- f. Refer unresolved matters to a conflict review officer appropriately; and
- g. Keep senior officers of the University appropriately apprised.

In all instances of conflict involving research, the disclosure form should be submitted to the individual's reporting officer who will then consult with the Dean, Vice-President (Research) and Office of Faculty and Staff Relations as appropriate.

4. Referral Process

- a. In the case of conflict of commitment, it is expected that the reporting individual and the reporting officer will come to an agreement; however, in the event that this is not possible, the position of the reporting officer is final and will stand as the University's position on the matter.
- b. In the case of conflict of interest, the reporting individual and reporting officer need to first agree on whether the conflict considerations warrant an allowed conflict or not and, where applicable, on the method by which an allowed conflict is to be monitored and managed. If agreement cannot be reached, the matter is to be referred by the reporting officer to a conflict review officer or **conflict review committee**.
- c. The conflict review officer or conflict review committee will work with the reporting individual and reporting officer in an effort to reach an agreeable outcome and will ensure documentation of any

outcome in a memorandum of agreement in the specified form. If an agreeable outcome cannot be reached, the conflict review officer or conflict review committee will render a decision which shall be final and binding.

5. **Conflict Review Committee Membership**

- a. For conflict involving research activity:
 - i. Chair, appointed by the Vice-President (Research);
 - ii. One representative of the Research Services Office;
 - iii. One academic staff member, appointed by the Vice-President (Research); and
 - iv. Two members-at-large, appointed by the Provost and Vice-President (Academic).

Within the overall membership, it is recommended that there be one member with legal expertise and one with previous conflict resolution experience.

- b. For conflict involving non-research activity:
 - i. Chair, appointed by the Provost and Vice-President (Academic);
 - ii. One staff member appointed by the Vice-Provost and Associate Vice-President (Human Resources); and
 - iii. Two members-at-large, appointed by the Vice-Provost and Associate Vice-President (Human Resources).

Within the overall membership, it is recommended that there be one member with legal expertise and one with previous conflict resolution experience.

Procedure - Receipt and Acceptance of Gifts and Event Invitations

For the purpose of this Procedure, Gifts and Events do not include:

- normal and nominal Gifts and Event invitations between friends, where unrelated to the Representative's duties or position with the University;
- Gifts accepted by a Representative on behalf of the University; or
- attendance at social Events if the social Event is sponsored by a charitable foundation, a not-for-profit organization, the Governor General of Canada, a provincial Lieutenant Governor, any Canada federal, provincial, municipal or regional government or any member of any such government, or a consul or ambassador of a foreign country.

The exception for social Events sponsored by a not-for-profit organization does not apply to not-for-profit organizations constituted to serve management, union, or professional interests, or those having a majority of members that are profit-seeking enterprises or are representatives of profit-seeking enterprises.

Any Representative who is uncertain if acceptance of a Gift or an Event Invitation is appropriate should contact their Dean, Vice-President, the Provost or the President. The President should contact the Chair of the Board of Governors.

If there is uncertainty as to the value of a Gift or an Event, the Vice-President (Finance & Administration) shall have the authority to determine its value.

1. Acceptance of Gifts

- a. Representatives must not accept any Gift directly or indirectly connected with the performance of their University duties or by virtue of their position if the acceptance of the Gift creates a conflict of

Commented [A23]: Source: Conflict of Interest and Conflict of Commitment Reporting and Assessment Procedure

interest or the perception of a conflict of interest. Gifts which are not expected to create a conflict of interest are those received as:

- i. a token received as part of reasonable protocol;
 - ii. a social obligation;
 - iii. a cultural practice;
 - iv. a normal exchange of hospitality between two persons doing business together;
or
 - v. incident for participating in a public Event.
- b. Gifts cannot be in the form of cash or cash equivalents.
- c. Representatives must exercise reasonable discretion in determining whether the acceptance of any Gift is appropriate. A Representative must never solicit a Gift in connection with their position or duties.
- d. The maximum cash value of any one Gift that a Representative may accept is \$250.00, not exceeding \$500.00 per calendar year received from a single source.
- e. If a Gift is also offered to a spouse, adult interdependent partner or minor child in their capacity as a spouse, adult interdependent partner or minor child of a University Representative, the same considerations apply as if the Gift was given to the Representative directly.
- f. A Representative may seek an exemption, in writing, from any maximum valuation set out in this Procedure from their Dean, Vice-President, the Provost or the President. The President may seek an exemption in writing from the Chair of the Board of Governors. An exemption may be sought any time before or within a reasonable time after accepting a Gift. The party determining whether or not to grant an exemption will act reasonably in the circumstances and will consider the best interests of the University in making a determination. An exemption will not be allowed where there is an actual or perceived conflict of interest or where acceptance of the Gift would be contrary to the principles of this Code. Any exemption granted will be made in writing.
- g. Should any Gift be accepted of which the cash value exceeds any maximum valuation, and there is no exemption approved in writing, the Gift should be returned to the party who offered it as soon as practical. If returning the Gift is not possible, or would be socially or culturally unacceptable, the Gift must be surrendered to the Vice-President (Finance and Administration) and become the property of the University of Alberta.

2. Acceptance of Invitations and Attending Events

- a. Representatives must not accept any invitation to an Event, or attend any Event, if the acceptance or attendance creates a conflict of interest or the perception of a conflict of interest. Events which are not expected to create a conflict of interest include those Events:
 - i. where a significant cross-section of Representatives have been invited;
 - ii. where the Representative pays for their own food, beverages, and all other expenses; or
 - iii. attended as an incident of the social obligations that normally accompany the Representative's position at the University.
- b. Representatives must exercise reasonable discretion in determining whether the acceptance of any invitation to or attendance at any Event is appropriate.
- c. The maximum cash value of attending an Event that a Representative has been invited to, inclusive of any food and beverage, is:

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- i. for the President, Vice Presidents, Associate Vice-Presidents, Deans, Vice-Provosts, Deputy Provosts, or General Counsel:
 - a. \$1,000.00 per Event, not exceeding \$2,000.00 per calendar year received from a single source, if the Event invitation is from a donor or Friend of the University; or
 - b. \$500.00 per Event, not exceeding \$500.00 per calendar year received from a single source, if the Event invitation is from any person other than a donor or Friend of the University.
 - ii. for any other Representative:
 - a. \$500.00 per Event, not exceeding \$500.00 per calendar year received from a single source.
 - d. Notwithstanding the above, if a Representative accepts an invitation to speak or participate in an active role at a conference, seminar, workshop, panel, or other similar engagement, and the Representative is attending in their role as a University employee or participation relates to their related academic activities, then the total cash value of attending the engagement, inclusive of all transportation, hospitality, accommodation, registration, food and beverage, and related incidentals must be reasonable in the circumstances and shall not exceed a maximum cash value of \$8,000 per engagement or \$16,000 per calendar year for engagements from a single source. The cash value of these engagements will be calculated and considered separately from other Event invitations.
 - e. If the invitation to attend an Event is also extended to a spouse, adult interdependent partner or minor child, the total cash value of all tickets received are to be taken into account.
 - f. If a Representative is invited to an Event at which the total cash value of attendance, inclusive of any food and beverage, exceeds any maximum cash value, the Representative may seek an exemption in writing from their Dean, Vice-President, the Provost or the President. The President may seek an exemption in writing from the Chair of the Board of Governors. The party determining whether or not to grant an exemption will act reasonably in the circumstances and will consider the best interests of the University in making a determination. An exemption will not be allowed where there is an actual or perceived conflict of interest or where acceptance of the invitation or attendance at the Event would be contrary to the principles of this Code. Any exemption granted will be made in writing.
 - g. Should a Representative attend an Event at which the total cash value of attending exceeds any maximum valuation set out in this Code, and there is no exemption approved in writing, the cash value of attending the Event, inclusive of any food and beverage, which exceeds the maximum valuation under this Code will be reimbursed by the Representative to the person/entity who originally covered the cost.

F. Managing Conflicts of Interest: Concurrent Activities and Supplementary Professional Activities

Requirement to Report Concurrent Activity

A Representative involved in a concurrent appointment, business, undertaking, employment, or self-employment (collectively "concurrent activity") other than their position with the University may be in a potential conflict. Representatives are therefore required to report all concurrent activity, subject to the pre-approvals below, so that the activity may be assessed for a conflict and where appropriate, managed. Reports must be made in accordance with Section 'E'. Where a current Representative is considering

engaging in a new concurrent activity, the Representative must seek prior approval of the University before doing so.

Some Representatives' concurrent activity may be the kind of activity defined as "Supplementary Professional Activities" (or "SPA") in their collective agreement. In the case of an appointment, business, undertaking, employment or self-employment meeting the definition of SPA within a collective agreement, the Representative's obligations in respect of that activity will be wholly as set out in their collective agreement and will not need to be additionally reported under Section 'E'. Collective agreements with SPA obligations are discussed further below.

Where a Representative subject to a collective agreement engages in concurrent activity that does not meet the definition of "SPA" under their collective agreement, or where the concurrent activity is not otherwise contemplated within their collective agreement, the Representative must report the concurrent activity unless the activity is pre-approved as below.

The requirement to report includes where a Representative receives income through a research grant where the research work:

- i. is not administered by the University through the Research Services Office; and
- ii. the research work does not meet the definition of Supplementary Professional Activity in the Representative's collective agreement.

Pre-Approved Concurrent Activity

The University deems some concurrent activity to be pre-approved. In those situations, the Representative is not required to report the activity unless it otherwise creates an actual or perceived conflict of interest.

Pre-approval is deemed for:

- a. Representatives engaging in concurrent activity for which the Representative will not receive nor be entitled to receive remuneration.
- b. Students of the University who are also employees of the University, where the concurrent activity is in the retail, hospitality, or service industry.
- c. Academic staff who do not hold a full-time position at the University, where:
 - i. their position at the University is unpaid;
 - ii. the academic staff member teaches no more than two courses per semester at the University;
 - iii. the concurrent activity is with another post-secondary institution; or
 - iv. the concurrent activity requires the academic staff member to be a member of a specified professional association which has a code of conduct and can discipline members for a breach of their code. The "specified professional associations" must be approved by the President or President's delegate. The associations currently approved are listed at Appendix A.
- d. Academic staff, whether full-time or part-time at the University, where the University knows at the time of their hiring or appointment that:

-
- i. the academic staff member is being concurrently or jointly hired or appointed to the concurrent activity at another organization; or
 - ii. the academic staff member is already engaged in the concurrent activity at another organization.
- e. Non-student employees of the University who are members of the Non-Academic Staff Association or who are support staff excluded from the Non-Academic Staff Association, whose concurrent activity requires 20 hours or less per week, the required hours of which are not scheduled during the Representative's normal working hours at the University.

In limited circumstances, the manner in which concurrent activity may need to be reported and approved is addressed by external documentation. These situations are where:

- a. the Representative's concurrent activity meets the definition of Supplementary Professional Activity within their collective agreement, as the obligations relating to the reporting and approval of the activity will be wholly governed by their collective agreement; or
- b. the Representative is the President, as the President's obligations relating to the reporting and approval of concurrent activity are governed by the *Conflicts of Interest Act* and the requirement at Section I-2 of this Code.

Collective Agreements with SPA Obligations

The University's collective agreements provide direction for certain Representatives with respect to professional development through activity which is supplementary to their primary obligations to the University (known as 'SPA'). The types of Representatives with SPA obligations, and the nature of those obligations, are excerpted directly from the relevant collective agreements below.

The University endeavours to include the most recent excerpts from its collective agreements regarding SPA in this Code. However, because collective agreements frequently evolve through bargaining, the excerpts provided may at times be out of date. In the case of a discrepancy between an included excerpt and a collective agreement, the collective agreement will govern. Representatives governed by a collective agreement have a responsibility to know its contents and how it affects them in their role with the University.

Collective agreements are posted on the Human Resource Services website:
<https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>

1. Faculty - Supplementary Professional Activities (SPA)

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/faculty-agreement.pdf>

Relevant Excerpts

Article 8: Supplementary Professional Activities (SPA)

Scope and context of SPA

8.01 A staff member is a full-time employee and has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.

Commented [A24]: Source: Collective Agreement

8.02 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.

8.03 Such SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and research to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

Authorization of SPA

8.04 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

Required SPA

[...]

8.06 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 8.11.

Definition of SPA

8.07 Without restricting the generality of the term SPA, this category shall include any of the following:

- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g. summer session at another university;
- b) consulting;
- c) personal services contracts;
- d) private practice of the staff member's profession, e.g. medicine, dentistry, law, etc.

8.08 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Approval of SPA

8.09 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.

8.10 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.

Conditions

8.11 The authority and approval of SPA is subject to the following conditions:

- a) The staff member shall not compete unfairly with professionals outside the University.
- b) The SPA shall not infringe upon the University's conflict of interest guidelines.
- c) The SPA shall conform with regulations governing the use of University facilities and staff.
- d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the

user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and withstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.

- e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.

[...]

Faculty regulations

8.20 Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:

- a) The definition of what constitutes major SPA.
- b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted; and whether the annual statement about SPA shall be included in the annual report.
- c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
- d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
- e) Whether the annual statement shall include information about remuneration received from SPA.
- f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
- g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
- h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Article.

Relevant Definitions (Article 1)

Staff Member: A person who has been appointed under this agreement to a faculty position on the academic staff of the University in which the person has been or may be granted tenure; this term includes both full time and part time staff who hold such positions.

Faculty Council: The council created by that name in accordance with section 28 of the Post Secondary Learning Act; for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the staff members in the Faculty.

Department: The academic unit of a Faculty, established as such by the Board.

Dean: The chief executive officer of a Faculty.

Department Chair: The chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.

Board: The Governors of the University of Alberta.

2. Faculty Service Officer Supplementary Professional Activities (SPA)

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – Faculty Service Officer Agreement – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/faculty-service-officer-agreement.pdf>

Relevant Excerpts

Article 8: Supplementary Professional Activities (SPA)

- 8.01 A staff member is a full-time employee and has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.
- 8.02 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. These shall be duties which are performed outside regular office hours or while on vacation, e.g. lecturing in evening session, lecturing in Extension non-credit courses, etc. Requests to assume additional responsibilities shall be submitted, in writing, to the **Dean**.
- 8.03 A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform his or her immediate supervisor. If the proposed activities are during regular office hours, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.
- 8.04 Care must be taken by the staff member that the outside activities are not in conflict of interest with the University duties.
- [...]
- 9.17 During leave, the staff member shall not undertake alternative employment without the advance written approval of the Provost.

Relevant Definitions (Article 1)

Faculty Service Officer: Group of academic staff who assist and collaborate with faculty members in teaching and research process. Such staff members will normally have a post-graduate degree in the particular discipline to which they are attached. The tasks they are assigned may include an administrative component but this will not be a major component of the assignment. A position in this category shall be established under the same procedures as those used for faculty positions and staff members shall be counted with faculty in the staff count.

Staff Member: A person who has been appointed to a faculty service officer position on the academic staff of the University in which the person has been or may be granted a continuing appointment; this term includes both full time and part time staff who hold such positions.

Dean: The chief executive officer of a Faculty.

Commented [A25]: Source: Collective Agreement

3. Library - Supplementary Professional Activities (SPA)

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – Librarian Agreement – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/librarian-agreement.pdf>

Relevant Excerpts

Article 8: Supplementary Professional Activities

Scope, context and authorization of supplementary professional activity

- 8.01 A staff member has a primary obligation to fulfil University responsibilities. A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, shall so inform the Chief Librarian. If the proposed activities are during regular office hours, the permission of the Supervisor and Chief Librarian, in writing, must be obtained prior to the staff member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Chief Librarian, in writing, must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.
- 8.02 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Requests to assume such additional responsibilities must be approved by the Supervisor and the Chief Librarian, in writing.
- 8.03 Such professional activity shall represent an integral part of the responsibility to relate theory to professional practice, thereby enabling professional practice to remain relevant.
- 8.04 Care must be taken by the staff member that the supplementary activities are not a conflict of interest with the University duties and do not prevent, hinder or unduly interfere with the staff member's primary responsibilities.
- 8.05 If there is a dispute with respect to a staff member's supplementary professional activity, the staff member shall have recourse to the Chief Librarian and the Provost, in that order. The decision of the Provost shall be final and binding.

Definition of supplementary professional activity

- 8.06 Without restricting the generality of the term supplementary professional activities, this category shall include any of the following:
- a) employment in any capacity by another employer; including the carrying out of teaching duties;
 - b) consulting;
 - c) personal services contracts.

Conditions

- 8.07 The authority and approval of supplementary professional activity is subject to the following conditions:
- a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The supplementary professional activity shall not infringe upon the University's conflict of interest guidelines. (GFC Policy Manual Section 120.3)

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- c) The supplementary professional activity shall conform with regulations governing the use of University facilities and staff. (Research Policies and Services Manual)
 - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such supplementary professional activity by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those supplementary professional activity has not been negotiated by or approved by the University.
 - e) When engaged in supplementary professional activity, a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in supplementary professional activity.

Relevant Definitions (Article 1)

Staff Member: A person who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, who has been appointed to a librarian position on the academic staff of the University of Alberta, in which the person has been or may be granted tenure; this term includes both full time and part time staff who hold such positions.

Chief Librarian: The chief executive officer of the University Libraries.

Supervisor: The Administrative Librarian to whom the staff member reports and is accountable, or the Chief Librarian, or another staff member who is delegated that responsibility on behalf of the Administrative Librarian. At least annually, the Chief Librarian shall provide to the Association a complete list of staff members and the Supervisor to whom each reports. When a staff member reports to more than one person, the Supervisor shall consult with the other person in making evaluations.

Provost: The Provost and Vice President (Academic) of the University.

Commented [A26]: Source: Collective Agreement

4. Academic Teaching Staff – Supplementary Professional Activities (SPA)

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – Academic Teaching Staff Agreement – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/academic-teaching-staff-agreement.pdf>

Relevant Excerpts

Article 8: Supplementary Professional Activities (SPA)

- 8.1 This Article shall apply to full-time staff members with Career Status and Term 12 Status appointments.

Scope and Context of SPA

- 8.2 A staff member who is a full-time employee has a primary obligation to fulfill University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.

-
- 8.3 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- 8.4 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

Definition of SPA

- 8.5 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract; or
 - d) private practice of the staff member's profession, e.g., dentistry, law, medicine, nursing, etc.

Approval of SPA

- 8.6 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- 8.7 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.
- 8.8 The conditions governing SPA are set out in Appendix D.

[...]

APPENDIX D: Conditions for Supplementary Professional Activities (SPA)

1. The authority and approval of SPA is subject to the following conditions:
 - a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict policy and related procedures and protocols, as amended from time to time.
 - c) The SPA shall conform with the University's related policies, procedures and protocols related to the use of University facilities and staff, as amended from time to time.
 - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.

[...]

4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and/or teaching-related responsibilities to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.

Required SPA

[...]

6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.

Major SPA

7. SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

[...]

Faculty Regulations

13. Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
 - a) The definition of what constitutes major SPA.
 - b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual statement shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Appendix

Relevant Definitions (Article 1)

Staff Member: A person who has been appointed under this Agreement to a position with teaching and/or teaching-related responsibilities (in accordance with Article 7) on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities

Department Chair: The administrative head of a Department reporting to the Dean. Responsibilities assigned in this Agreement to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no Departments.

Dean: A University employee who "has general supervision over and direction of the academic work and instructional staff of the Faculty and of the officers and employees employed in connection with that work, and has the other powers, duties and functions that are assigned to the dean by the president" pursuant to Section 21(2) of the Post-Secondary Learning Act (Alberta).

Provost: The Provost and Vice President (Academic) of the University. The Provost is the Chief Operating Officer and Senior Vice President.

Faculty Council: The council created by that name pursuant to Section 28(2) of the Post-Secondary Learning Act (Alberta); for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.

Commented [A27]: Source: Collective Agreement

5. Temporary Administrative and Professional Staff (TAPS) – Supplementary Professional Activities (SPA)

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – Temporary Administrative and Professional Staff Agreement – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/temporary-administrative-and-professional-staff-agreement.pdf>

Relevant Excerpts

Article 9: Supplementary Professional Activities (SPA)

All Staff Members

9.01 This Article shall apply to all full-time staff members.

Scope and Context of SPA

9.02 A staff member who is a full-time employee has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.

9.03 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.

9.04 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

Definition of SPA

9.05 Without restricting the generality of the term SPA, this category shall include any of the following:

- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
- b) consulting;
- c) personal services contract;
- d) private practice of the staff member's profession, e.g., medicine, nursing, law, etc.

Approval of SPA

9.06 A staff member shall obtain written approval of the Supervisor prior to undertaking major SPA. Prior to approving SPA, the Supervisor shall ensure that primary University responsibilities will be performed satisfactorily.

9.07 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Vice-President, in that order. The decision of the Vice-President shall be final and binding.

9.08 The conditions governing SPA are set out in Appendix D.

[...]

Appendix D: Conditions for Supplementary Professional Activities (SPA)

1. SPA at the University

- 1.1 Under certain circumstances, a staff member may accept responsibilities at the University in addition to regular responsibilities for which the staff member may receive remuneration additional to regular salary.
- 1.2 The Supervisor and the Vice-President shall approve requests for approval of such SPA prior to the assumption of the responsibilities.
- 1.3 SPA shall be performed outside regular office hours unless otherwise approved by the Vice-President.

2. SPA Outside the University

- 2.1 A staff member who proposed to engage SPA for another employer or as a consultant or self employed professional shall inform the Supervisor in writing of such intention.
- 2.2 The written permission of the Supervisor is required if
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.

Relevant Definitions (Article 1)

Staff Member: A person who has been appointed to a position on the academic staff of the University for a fixed term. This term includes all the categories enumerated in Article 6.03.

Supervisor: The person to whom a staff member reports

Commented [A28]: Source: Collective Agreement

6. Administrative and Professional Officers – Supplementary Professional Activity

Collective agreement: Board of Governors of the University of Alberta and The Association of the Academic Staff of the University of Alberta – Administrative and Professional Officer Agreement – July 2017

Full collective agreement URL: <https://cloudfront.ualberta.ca/-/media/hrs/my-employment/agreements/administrative-and-professional-officer-agreement.pdf>

Relevant Excerpts

Supplementary Professional Activity Outside the University

- 8.09 A staff member who proposes to engage in supplementary professional activity for another employer or as a consultant or self-employed professional shall inform the Supervisor in writing of such intention.
- 8.10 The written permission of the Supervisor is required if:
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.
- 8.11 If the staff member expects to involve students, staff or the use of University facilities, the staff member may be required by the Vice-President to enter into a contract with the University.
- 8.12 A staff member shall not engage in supplementary professional activities which involve a conflict of interest or conflict of commitment with responsibilities to the University.

Relevant Definitions (Article 1)

Staff Member and APO: “Staff member” and “APO” means an Administrative Professional Officer (APO) who has been designated as continuing academic staff by the University of Alberta. An APO is a manager or other professional who provides leadership, strategic advice and direction in the organization; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and/or operational oversight of resources. An APO shall normally require an academic degree; professional designation or equivalent related experience.

Vice-President: A senior administrator with a number of reporting units within the University. Where the term “Vice-President” is used in the Agreement, unless otherwise stated, it means the specific Vice-President to whom the other administrative officials named are accountable unless otherwise specified.

Commented [A29]: Source: Collective Agreement

G. Interaction Between the Code and Collective Agreements

The University's various collective agreements may contain provisions relating to matters this Code purports to apply to. Nothing in this Code is intended to affect the operation of any collective agreement. In the case of a discrepancy or inconsistency between this Code and a collective agreement, the terms of the collective agreement will govern.

Representatives of the University governed by a collective agreement have a responsibility to know its content and how it affects them in their role with the University.

H. Breaches of the Code

Any breach of any section of this Code by a Representative, including a breach of the conflict of interest provisions or the concurrent employment provisions, is a violation of the University's ethical standards. Individuals reporting an actual or alleged breach of any part of this Code should therefore disclose these complaints in the manner specified by Section 'D'.

Upon receiving an allegation that a Representative has breached the Code, if the complaint is credible, the authority receiving the complaint will notify the Respondent, and will either investigate the matter or will refer the matter to another appropriate authority to investigate. The investigating authority will make factual findings and as part of the investigation will give the Respondent a reasonable opportunity to respond. The investigating authority will then prepare a written report including a determination as to whether or not the Code has been breached. If the Code is determined to have been breached, the Respondent may seek to have the findings reviewed within a reasonable time. Any review process will occur in writing. A breach of the Code is a disciplinable event that may result in corrective action being taken against the Representative.

Complaints, Responses, Investigations and Discipline for Representatives Subject to a Collective Agreement

Notwithstanding the above, where an allegation is to be made against a Representative who is subject to a collective agreement, the disclosure of that complaint, and any response, investigation, and discipline relating to the complaint, will be as provided for in the Representative's collective agreement to the extent it differs or is inconsistent with this Code. If the Representative's collective agreement is silent, the procedures in this Code shall govern.

Because collective agreements frequently evolve through bargaining, and because collective agreement provisions relating to complaints, responses, investigations and discipline may be thorough and numerous, this Code does not attempt to provide excerpts of all responsive collective agreement language. Instead, Representatives are directed to their respective collective agreement:

| Type of Representative | Name and link to relevant collective agreement (or policy) | Relevant Articles |
|--|--|--------------------|
| Faculty | Faculty Agreement – July 2017 | 7, 9, 12-17, 27-29 |
| Faculty Service Officers | Faculty Service Officer Agreement – July 2017 | 7, 9, 12-17, 27-29 |
| Librarians | Librarian Agreement - July 2017 | 7, 9, 12-17, 27-29 |
| Academic Teaching Staff | Academic Teaching Staff Agreement - July 2017 | 7, 9-15, 27 |
| Temporary Administrative and Professional Staff | Temporary Administrative and Professional Staff (TAPS) Agreement – July 2017 | 8, 12-15, 24-26 |
| Administrative and Professional Officers | Administrative and Professional Officer (APO) Agreement – July 2017 | 8, 12-16, 27-29 |
| Trust/Research Academic Staff | Trust Research Academic Staff (TRAS) Agreement - July 2017 | 7, 12-16, 27-29 |
| Non-Academic Staff (NASA) | Non-Academic Students Association (NASA) Agreement - June 2016 to March 2019 | 15, 18, 21 |
| Graduate Students | GSA and Board of Governors Collective Agreement - Sept 2016 to Aug 2018 | 12, 23 |
| Post-Doctoral Fellows | Postdoctoral Fellows Discipline Procedure <small>(note: Collective agreement currently being negotiated. Until then, discipline procedure is per policy).</small> | As per Procedure |
| Management and Professional Staff (MAPS) | Code of Conduct: Employees' Obligations Respecting Conflict of Interest | As per Code |
| Any other Representative not covered by a collective agreement | Code of Conduct: Employees' Obligations Respecting Conflict of Interest | As per Code |

Note: The list of relevant articles is provided as a courtesy and may not be exhaustive.

I. Obligations Specific to the President

1. In addition to the obligations owed elsewhere in this Code, the President:
 - a. Must not take part in a decision in the course of carrying out their office or powers knowing that the decision might further their own private interest, the private interest of their own minor or adult child, or the private interest of any person directly associated with them, pursuant to Section 23.925(1) of the Conflicts of Interest Act;
 - b. Must not use their office or powers to influence or to seek to influence a decision to be made by or on behalf of the Crown or a public agency to further their own private interest, the private interest of their minor child, or the private interest of any person directly associated with them, or to improperly further any other person's private interest, pursuant to Section 23.925(2) of the Conflicts of Interest Act;
 - c. Must not use or communicate information not available to the general public that was gained by them in the course of carrying out their office or powers to further or seek to further a private

interest of their own, or any other person's private interest, pursuant to Section 23.925(3) of the *Conflicts of Interest Act*; and

- d. Must not fail to appropriately and adequately disclose a real or apparent conflict of interest in the manner specified in this Code, pursuant to Section 23.925(4) of the *Conflicts of Interest Act*.
2. The President may not be involved in a concurrent appointment, business, undertaking, employment, or self-employment, other than their role as President of the University, without the written approval of the Ethics Commissioner pursuant to Section 23.926 of the *Conflicts of Interest Act*. The President must first report the concurrent activity in accordance with Section 'E' and obtain a determination from the University that the activity is not a conflict, or is an allowed conflict, before applying to the Ethics Commissioner for approval. The President may not engage in the concurrent activity until written approval from the Ethics Commissioner is obtained.

TRANSITIONAL: If the President is continuing under the same contract, agreement, or appointment with the University that was in effect as of December 15, 2017, the obligations specific to the President regarding concurrent activities as described in paragraph 2 above do not apply to the President until the earlier of:

- i. December 15, 2019, or
- ii. The date on which the President renews or extends their agreement, enters into a new agreement, or is re-appointed to continue as the President.

If the President renews, extends, enters a new agreement or is re-appointed as the President on any date after December 15, 2017, the obligations regarding concurrent activities as described in paragraph 2 above apply as of that date, subject to any other time periods required by the *Conflicts of Interest Act*.

The President may consult Section 23.971 of the *Conflicts of Interest Act* for greater detail on the transitional provisions.

3. The President is a designated senior official pursuant to Order in Council 085/2018 and the *Conflicts of Interest Act*. The President has a responsibility to know their obligations under that Act. The President's obligations as a designated senior official include, but are not limited to, the following:

Restrictions on Holdings (s. 23.93)

The President, within 60 days of the obligations as a designated senior official taking effect, must not own or have a beneficial interest in any publicly-traded securities, subject to the following exceptions:

- The securities are held in a blind trust which meets the criteria of the *Conflicts of Interest Act* and has been approved by the Ethics Commissioner;
- The securities are held in an investment arrangement which meets the criteria of the *Conflicts of Interest Act* and has been approved by the Ethics Commissioner;
- Prior to the expiry of the 60-day period, the President applied to the Ethics Commissioner for approval to retain the ownership or beneficial interest in the securities and the Ethics Commissioner granted approval or the Ethics Commissioner granted conditional approval and the President has taken all steps directed by the Ethics Commissioner with respect to the disposition of the securities; or

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- After the expiry of the 60-day period, the President acquires the ownership or beneficial interest in the securities with the prior approval of the Ethics Commissioner.

If the President acquires the ownership or beneficial interest in publicly-traded securities by gift or inheritance after the obligations as a designated senior official take effect, the President has 60 days upon receiving the securities to dispose of them or meet one of the above exceptions.

Disclosure and Filing Requirements (ss. 23.931-23.932)

The President, within 60 days of the obligations as a designated senior official taking effect, must:

- File a disclosure statement with the Ethics Commissioner in the form and manner specified; and
- File a return (relating to persons directly associated with the President) with the Ethics Commissioner in the form and manner specified.

The President must also observe the following ongoing obligations:

- In each subsequent year from the filing of the first disclosure statement, file a disclosure statement with the Ethics Commissioner at the time specified by the Ethics Commissioner;
- Within 30 days after any material change to the information contained in a current disclosure statement, file with the Ethics Commissioner an amending disclosure statement, setting out the changes;
- Within 30 days after any material change to the information contained in a current return, file another return with the Ethics Commissioner; and
- Within 30 days of ceasing to be a designated senior official, file a return with the Ethics Commissioner.

Failing to file or knowingly filing false or misleading information is subject to reporting and administrative penalties under section 23.934 of the *Conflicts of Interest Act*.

Post-Employment Restrictions (s. 23.927-23.939)

The President, upon ceasing to be a designated senior official, must observe a number of post-employment restrictions. These restrictions include:

- For a period of 12 months from the last day they held the position of President, the President shall not:
 - lobby any public office holder, as those terms are defined in the *Lobbyists Act*; and

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- act on a commercial basis or make representations on their own behalf or on behalf of any other person in connection with any ongoing matter in which the President, while acting as President, directly acted for or advised a department or public agency involved in the matter.
 - For a period of 12 months from the last day the President had a direct and significant official dealing with a department or public agency, the President shall not:
 - make representations with respect to a contract with or benefit from that department or public agency; or
 - solicit or accept on their own behalf a contract or benefit from that department or public agency.
 - For a period of 12 months from the last day the President had a direct and significant official dealing with an individual, organization, board of directors or equivalent body of an organization, the President shall not:
 - accept employment with that individual or organization or an appointment to the board of directors or equivalent body.

Notwithstanding the above:

- Nothing restricts the (former) President from being appointed to the board of directors or a governing body of another public agency; and
- Nothing restricts the (former) President from accepting employment with a department of the public service or a public agency in accordance with Part 1 of the *Public Service Act*.

The (former) President may apply to the Ethics Commissioner for a reduction or waiver of any time period for the post-employment restrictions, pursuant to section 23.938 of the *Conflicts of Interest Act*.

Contravention of the post-employment restrictions is an offence under section 23.939 of the *Conflicts of Interest Act* and may be subject to a fine up to \$50,000.

TRANSITIONAL: If the President is continuing under the same contract, agreement, or appointment with the University that was in effect as of April 4, 2018, the obligations specific to the President as a designated senior official as described in paragraph 3 above do not apply to the President until the earlier of:

- i. April 4, 2020, or
- ii. The date on which the President renews or extends their agreement, enters into a new agreement, or is re-appointed to continue as the President.

If the President renews, extends, enters a new agreement or is re-appointed as the President on any date after April 4, 2018, the obligations as a designated senior official described in paragraph 3 above apply as of that date, subject to any other time periods required by the *Conflicts of Interest Act*.

The President may consult Section 23.971 of the *Conflicts of Interest Act* for greater detail on the transitional provisions.

J. Notice Period & Amendments

1. This Code will be submitted to the Ethics Commissioner for review pursuant to Section 23.922 of the *Conflicts of Interest Act*.
2. Providing approval has been received from the Ethics Commissioner in accordance with the *Conflicts of Interest Act*, this Code will be made public on the University of Alberta website on or before April 30, 2019.
3. The period from the date the Code is made public, until June 30, 2019 will be the public notice period.
4. This Code will be implemented on July 1, 2019.
5. The University reserves the right to amend this Code at any time, including but not limited to:
 - a. on the advice or demand of the Office of the Ethics Commissioner of Alberta; or
 - b. where required to ensure compliance with any changes to the *Conflicts of Interest Act*, the *Post-Secondary Learning Act*, or any other applicable legislation or order-in council; or
 - c. where changes are made to University of Alberta policies and procedures through the appropriate internal approval processes and/or to collective agreements through normal negotiation processes.
6. Any amendment or replacement of this Code will be submitted to the Ethics Commissioner for approval in a manner pursuant to Section 23.923(2) of the *Conflicts of Interest Act* and any other applicable legislation.

Appendix A: Specified Professional Associations Approved by the President

The University deems some concurrent activity to be pre-approved. In those situations, the Representative is not required to report the activity unless it otherwise creates an actual or perceived conflict of interest.

Where the Representative is an academic staff member who does not hold a full-time position at the University, and the concurrent activity requires the Representative to be a member of a specified professional association which has a code of conduct and can discipline members for a breach of that code, the concurrent activity is deemed pre-approved if the membership required is with one of the following professional associations which have been approved by the President (or the President's delegate):

- Alberta Association of Architects
- Alberta Association of Landscape Architects
- Alberta College of Pharmacy
- Alberta College of Social Workers (ACSW)
- Alberta Institute of Agrologists
- Alberta Medical Association
- Alberta Professional Planners Institute (APPI)
- Alberta Society of Professional Biologists (ASPB)
- Alberta Teacher's Association
- Alberta Urban Municipal Association (AUMA)
- Alberta Veterinary Medical Association
- American Geophysical Union
- American Industrial Hygiene Association (AIHA)
- American Psychological Association
- Apprenticeship and Industry Training (AIT)
- Association for Applied Psychophysiology and Biofeedback
- Association for Applied Sport Psychology
- Association of Change Management Professionals (ACMP)
- Association of Professional Engineers and Geoscientists of Alberta (APEGA)
- Association of Science & Engineering Technology Professional of Alberta (ASET)
- Association of the Chemical Profession of Alberta
- Board of Canadian Registered Safety Professional (BCRSP)
- Canadian Association of Information Technology Professionals
- Canadian Association of Physicists
- Canadian Athletic Therapists Association
- Canadian Bar Association (CBA)
- Canadian Registration Board of Occupational Hygienists (CRBOH)

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- Canadian Institute of Actuaries
 - Canadian Institute of Management (CIM)
 - Canadian Institute of Planners (CIP)
 - Canadian Institute of Quantity Surveyors (CIQS)
 - Canadian Medical Protective Agency (CMPA)
 - Canadian Physiotherapy Association
 - Canadian Professionals in Human Resources Alberta
 - Canadian Psychological Association
 - Canadian Society of Safety Engineering (CSSE)
 - Chartered Financial Analysts Institute
 - Chartered Professional Accountants (CPA) Alberta
 - College and Association of Registered Nurses of Alberta (CARNA)
 - College of Alberta Psychologists
 - College of Alberta School Superintendents
 - College of Dietitians of Alberta
 - College of Physicians and Surgeons of Alberta (CPSA)
 - EcoCanada
 - Global Association of Risk Professionals (GARP)
 - Human Resources Institute of Alberta (HRIA)
 - International Institute of Business Analysis (IIBA)
 - International Society for Neurofeedback and Research
 - Law Society of any province or territory in Canada
 - Local Government Administrators Association (LGAA)
 - Professional Risk Managers' International Association
 - Project Management Institute (PMI)
 - Project Management Professional (PMP)
 - Royal College of Physician and Surgeons of Canada (RCPSC)
 - Society of Actuaries
 - Society of Local Government Managers (SLGM)
 - Statistical Society of Canada
 - Supply Chain Management Association (SCMA)

The University endeavours to include the most recent list of approved professional associations in this Appendix. However, the President (or the President's delegate) may add or remove professional associations from this list from time to time. In the case of a discrepancy between this Appendix A and the current list of approved professional associations, the current list will govern.