

Code of Conduct

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1 Purpose

The University's mission of teaching, research and service to community requires a shared commitment to the core values of the University as well as a commitment to conduct University activities ethically.

The purpose of this policy is to communicate the University's expectations with respect to the behaviour of Employees (which includes Postdoctoral Scholars), Academic Staff Members, Appointees, Students and Volunteer Appointees.

2 Scope

This policy applies to Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees.

3 Definitions

In this policy:

- a) “Academic Staff Member” means an individual who is engaged to work for the University and is identified as an Academic Staff Member under Article 1 of the applicable Collective Agreement.
- b) “Appointee” means an individual who is engaged to work for the University, or whose work is affiliated with the University, through a letter of appointment, including adjunct faculty, clinical appointments, visiting researchers and scholars.
- c) “Collective Agreement” means any collective agreement between the Governors of the University of Calgary and (i) the Faculty Association of the University of Calgary, (ii) the Alberta Union of Public Employees, (iii) the Graduate Students’ Association of the University of Calgary or (iv) any other association or union representing Employees, in each case, in effect at the relevant time.
- d) A “Conflict of Commitment” exists when an Employee’s employment with an individual or organization (other than the University) or activities adversely affects their ability to fulfill their University responsibilities.
- e) A “Conflict of Interest” exists when, in the course of carrying out their University responsibilities, an individual takes any action where they know or ought to know that the action may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity, including:
 - i. the individual takes part in a decision in the course of carrying out their University responsibilities, where they know or ought to know that the decision may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity; or
 - ii. the individual uses their position with the University to influence or seek to influence a University decision which they know or ought to know may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity; or
 - iii. the individual communicates information that they know or ought to know is not available to the general public and is obtained by the individual in the course of carrying out their University responsibilities or as a result of their University position in order to obtain or seek to obtain a Private Benefit for the individual or for a Related Person or Related Entity.
- f) “ELT Manager” means:
 - i. for the President, the chair of the University’s Board of Governors;
 - ii. for an ELT Member other than the President, the President;
 - iii. for an Academic Staff Member, Appointee or Employee of the University of Calgary (other than the President or an ELT Member), the ELT Member who has management responsibility for the faculty, department or unit of which the Academic Staff Member, Appointee or other Employee is a member;
 - iv. for an Employee of a subsidiary of the University, the ELT Member who has management responsibility for the subsidiary;

- v. for the chair of the University's Board of Governors, the chair of the Audit Committee of the University's Board of Governors; and
 - vi. for any other Volunteer Appointee, the chair of the University's Board of Governors, committee of the Board, Senate or University Alumni Board of Directors, as applicable.
- g) "ELT Member" means an Employee who, at the relevant time, is designated as a member of the Executive Leadership Team.
- h) "Employee" means an individual, other than an Academic Staff Member or Appointee, who is engaged to work for the University under an employment contract. For clarity, Employees includes Postdoctoral Scholars who are engaged to work for the University under an employment contract.
- i) "Interference" means any direct or indirect action or use of authority to obstruct an individual's right to make a Protected Disclosure.
- j) "Manager" means:
- i. for the President, the chair of the University's Board of Governors;
 - ii. for an Academic Staff Member, Appointee or Employee of the University of Calgary (other than the President), the SLT Member who has management responsibility for the faculty, department or unit of which the Academic Staff Member, Appointee or other Employee is a member;
 - iii. for an Employee (other than the chief executive officer) of a subsidiary of the University, the chief executive officer of the subsidiary;
 - iv. for the chief executive officer of a subsidiary of the University, the SLT Member who has management responsibility for the subsidiary;
 - v. for the chair of the University's Board of Governors, the chair of the Audit Committee of the University's Board of Governors; and
 - vi. for any other Volunteer Appointee, the chair of the University's Board of Governors, committee of the Board, Senate or University Alumni Board of Directors, as applicable.
- k) "Outside Professional Activity" and "O.P.A." have the meaning given to such terms in section 6.1 below.
- l) "Postdoctoral Scholar" means an individual who has completed a doctoral degree and is carrying out research at the University under the direction or mentorship of a supervising faculty member.
- m) "President" means the president of the University of Calgary.
- n) "Private Benefit" means a financial benefit, a personal benefit or furthering a private interest (and includes the avoidance of a negative consequence) other than a financial benefit, a personal benefit or a private interest that:
- i. is of general application;
 - ii. affects a person as a member of a broad class, such as Academic Staff Members; or
 - iii. is inconsequential.

- o) “Protected Disclosure” means a disclosure made in good faith by an Employee, Academic Staff Member, Appointee, Student or Volunteer Appointee concerning an actual or perceived Wrongdoing.
- p) “Related Entity” means:
 - i. a public corporation of which the individual is a director or officer or the beneficial owner of more than 5% of the outstanding shares of any class;
 - ii. a ‘for-profit’ private corporation of which the individual is a director or officer;
 - iii. a ‘for-profit’ private corporation of which the individual is the beneficial owner of shares in the corporation, except:
 - 1. an association as defined in the Co-operatives Associations Act;
 - 2. a credit union incorporated under the Credit Union Act;
 - 3. a co-operative credit society incorporated by or under an Act of the parliament of Canada; or
 - 4. the United Farmers of Alberta Cooperative Limited;
 - iv. a non-profit corporation or an association of which the individual is a director or officer; and
 - v. a partnership of which the individual is a partner or of which one of the partners is a Related Entity of the individual by reason of clause (i),(ii), (iii) or (iv) above.
- q) “Related Person” means an individual who is directly associated with another individual and includes:
 - i. a parent, sibling and child of the individual;
 - ii. a spouse or domestic partner of the individual; and
 - iii. any other person who is directly associated with the individual.
- r) “Reprisal” means Retaliatory Measures that are taken against an individual because they have sought advice about making a disclosure of Wrongdoing, made a disclosure of Wrongdoing in good faith, co-operated in an investigation of Wrongdoing, or declined to participate in a Wrongdoing.
- s) “Retaliatory Measures” include:
 - i. a dismissal, layoff, suspension, demotion or transfer, discontinuation or elimination of a job, change of job location, reduction in wages, change in hours of work or reprimand;
 - ii. any other act that adversely affects the employment, working conditions, or education of the individual;
 - iii. a threat to do any of the above.
- t) “SLT Member” means an Employee who, at the relevant time, is designated as a member of the Senior Leadership Team.
- u) “Specified Professional Association” means a professional association, approved by the President or their delegate, which has a code of conduct, can discipline its members for breach of its code of conduct, and is listed in

Appendix A as amended from time to time and approved by the Ethics Commissioner.

- v) “Student” means an individual registered in a University course or program of study.
- w) “University” means the University of Calgary and its subsidiaries.
- x) “University Resources” means the tangible and intangible assets of the University.
- y) “Volunteer Appointee” means a member of the University’s Board of Governors or a committee of the Board of Governors, a member of the Senate or a member of the Board of Directors of the University Alumni Association.
- z) “Wrongdoing” means:
 - i. a contravention of an Act of Parliament or of the legislature of Alberta, or of any regulations made under any such Act;
 - ii. an act or omission that creates:
 - 1. a substantial and specific danger to the life, health or safety of individuals other than a danger that is inherent in the performance of the duties or functions of an Employee, Academic Staff Member or Appointee; or
 - 2. a substantial and specific danger to the environment.
 - iii. gross mismanagement of public funds or a public asset;
 - iv. a contravention of University policies;
 - v. knowingly directing or counseling an individual to commit a Wrongdoing mentioned in clauses (i) to (iv);
 - vi. Interference; and
 - vii. Reprisal.

4 Policy Statement

General

- 4.1** The University endeavours to create and maintain a positive and productive learning, working and living environment; an environment in which there is:
 - a) respect for the dignity of all;
 - b) fair treatment of individuals;
 - c) respect for academic freedom; and
 - d) respect for University Resources and the property of individuals.
- 4.2** When representing the University, Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees are required to act:
 - a) ethically, honestly and with integrity; and
 - b) in accordance with the principles of fairness, good faith, and respect.
- 4.3** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees are responsible to the University for their actions and their decisions not to act when they are representing the University.

Note: This section is not intended to limit the academic freedom of an Academic Staff Member or Appointee.

- 4.4** Employees, Academic Staff Members, Appointees and Volunteer Appointees are required to conduct themselves impartially in fulfilling their University responsibilities. This means they must comply with section 4.2 and the other provisions of this policy.

Note: This section is not intended to limit the academic freedom of an Academic Staff Member or Appointee.

Compliance with Laws and Policies

- 4.5** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees are required to fulfill their University responsibilities in compliance with applicable laws, and applicable University policies and procedures and in accordance with contractual commitments.
- 4.6** For greater certainty, Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees who have access to information which is confidential, proprietary, or personal are required to be familiar and to comply with laws and University policies and procedures pertaining to access, use, modification, protection, and disclosure of such information.
- 4.7** In some cases Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees are governed by ethical codes or standards of their professions or disciplines. Employees, Academic Staff, Appointees, Students and Volunteer Appointees are required to conduct their professional activities and their activities related to their discipline in compliance with all applicable codes and standards of their profession or discipline.

Conflicts of Interest

- 4.8** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees must not act in self-interest or further their private interests by virtue of their position at the University or through fulfilling their University responsibilities. They are required to disclose in writing, in accordance with the Procedure for Conflict of Interest, any actual, potential or perceived Conflict of Interest. The Procedure for Conflict of Interest is set out in Appendix B, which forms part of this policy.
- 4.9** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees must not take part in a decision if doing so would result in a Conflict of Interest.
- 4.10** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees must not use their position with the University to influence or seek to influence a University decision if doing so would result in a Conflict of Interest.
- 4.11** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees must not use or communicate information that is not available to the public and that is obtained in the course of carrying out their University

responsibilities or as a result of their University position in order to obtain or seek to obtain a Private Benefit for themselves or for a Related Person or Related Entity.

Note: This section is not intended to interfere with the exercise of an individual's rights under the Intellectual Property Policy.

Concurrent Employment

- 4.12** The requirements for prior reporting and approval of concurrent employment or appointments set out in sections 4.14 to 4.22 do not apply to the President.
- 4.13** The requirements for prior reporting and approval of concurrent appointments set out in section 4.14 only apply to concurrent appointments for which the Employee (including a Student in their role as an Employee), Academic Staff Member, Appointee or Volunteer Appointee receives or is entitled to receive remuneration.
- 4.14** Subject to sections 4.15 to 4.22, prior to accepting any concurrent employment or appointment, an Employee (including a Student in their role as an Employee), Academic Staff Member, Appointee or Volunteer Appointee must disclose the concurrent employment or appointment to their Manager in writing, in accordance with the Procedure for Conflict of Interest. In accordance with the Procedure for Conflict of Interest, their Manager must review the proposed concurrent employment or appointment to determine if it gives rise to an actual or perceived Conflict of Interest.
- If the Manager determines that it does not give rise to an actual or perceived Conflict of Interest, the Manager must approve the concurrent employment or appointment in writing.
- If the Manager determines that it does give rise to an actual or perceived Conflict of Interest, then the Manager must, in accordance with the Procedure for Conflict of Interest, put an appropriate plan in place to manage the Conflict of Interest.
- If the Manager determines that the Conflict of Interest cannot be appropriately managed, then the Employee, Academic Staff Member, Appointee or Volunteer Appointee must take steps to eliminate the actual or perceived Conflict of Interest and the steps taken to do so must be documented and agreed to by the Manager.
- 4.15** If an Employee, Academic Staff Member or Appointee receives income through a research grant, the research work is considered concurrent employment. If the research grant is administered through the University, the research work does not need to be reported and will be deemed to have been pre-approved; if not, it must be reported and approved in accordance with section 4.14.
- 4.16** Any concurrent employment and any paid appointment of a Student who is an Employee does not need to be reported and will be deemed to have been pre-approved if the concurrent employment or paid appointment is in the retail, hospitality or service industries.

- 4.17** Any concurrent employment and any paid appointment of an Academic Staff Member or Appointee who does not hold a full-time position at the University does not need to be reported and will be deemed to have been pre-approved if:
- a) their position at the university is unpaid;
 - b) their concurrent employment or appointment is with another post-secondary institution;
 - c) they teach no more than two courses a semester at the University; or
 - d) their concurrent employment or appointment requires them to be a member of a Specified Professional Association.
- 4.18** If the University knows, at the time an Academic Staff Member or Appointee is hired or appointed to a full-time or part-time position at the University, that the Academic Staff Member or Appointee is being concurrently or jointly hired or appointed to a position at another organization or holds a position at another organization, their position at the other organization will be deemed to have been reported and pre-approved.
- 4.19** Any concurrent employment and any paid appointment of an Employee (other than a Student who is an Employee), does not need to be reported and will be deemed to have been pre-approved if the concurrent employment or paid appointment requires them to work no more than 20 hours per week and those hours are not scheduled during the Employee's normal working hours at the University.
- 4.20** Members of the University's Board of Governors (other than the Board chair) need to report in writing any concurrent employment or appointment to the Board chair but do not need to have any concurrent employment or appointment pre-approved. The Board chair must review each report to determine if the concurrent employment or appointment creates an actual or perceived Conflict of Interest. The Board chair needs to report in writing any concurrent employment or appointment to the Ethics Commissioner but does not need to have any concurrent employment or appointment pre-approved.
- 4.21** Notwithstanding sections 4.15 to 4.20, the requirement for prior reporting and approval of concurrent employment and appointments applies if the concurrent employment or appointment gives rise to an actual or perceived Conflict of Interest.
- 4.22** Notwithstanding sections 4.14 to 4.21, if there is a conflict between the provisions of sections 4.14 to 4.21 and any Collective Agreement, the Collective Agreement prevails. The University will notify the Ethics Commissioner of any such conflict promptly after the University becomes aware of such conflict.

Supervising Related Persons

- 4.23** An Employee, Academic Staff Member or Appointee must not supervise a Related Person.

- 4.24** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees must not be involved in the recruitment, selection, or review of a Related Person.

Conflicts of Commitment and Outside Professional Activity

- 4.25** When an Employee or Appointee, other than the President, intends to engage in any activity that may give rise to a Conflict of Commitment, the Employee or Appointee must disclose the activity to their Manager and obtain their Manager's written approval prior to engaging in the activity. A Manager will not approve engaging in the activity unless the Manager is satisfied, acting reasonably, that the Employee or Appointee will be able to devote sufficient time and energy to effectively fulfill their University responsibilities while engaging in the activity.
- 4.26** An Academic Staff Member may only engage in major Outside Professional Activity which complies with the provisions in sections 6.1 to 6.27 below. However, sections 6.1 to 6.27 do not replace or supersede the provisions of Article 13 of the Collective Agreement with the Faculty Association of the University of Calgary. Consequently, if there is a conflict between sections 6.1 to 6.27 and Article 13 of the Collective Agreement, the Collective Agreement governs to the extent necessary to resolve the conflict.

Gifts

- 4.27** Section 4.28 does not apply to gifts accepted by an Employee, Academic Staff Member, Appointee or Volunteer Appointee on behalf of the University. Sections 4.28 and 4.29 do not apply to gifts or event invitations to an Employee, Academic Staff Member, Appointee or Volunteer Appointee from the University.
- 4.28** Employees, Academic Staff Members, Appointees and Volunteer Appointees must not accept gifts that are connected directly or indirectly with the performance of their University responsibilities or their University position, from any individual or organization, other than:
- a) the normal exchange of gifts between friends;
 - b) the normal exchange of hospitality between persons doing business together;
 - c) tokens exchanged as part of protocol;
 - d) the normal presentation of gifts to persons participating in public functions, awards, speeches, lectures, presentations or seminars.

Acceptance of cash or cash equivalents as gifts is always strictly prohibited.

The value of a single tangible gift permitted by this section shall not exceed \$250. The cumulative maximum cash value limit for tangible gifts permitted by this section from a single source in a calendar year is \$500.

- 4.29** Subject to section 4.30, for any Employee, Academic Staff Member, Appointee or Volunteer Appointee the value of a single event invitation permitted by this section shall not exceed \$500. The cumulative maximum cash value limit for event invitations permitted by this section from a single source in a calendar year is \$500.

- 4.30** For the chair of the University's Board of Governors, the President, a Vice-President, General Counsel, Assistant Vice-President, Vice-Provost and dean, the value of a single event invitation permitted by this section from a donor or friend of the University shall not exceed \$1,000, and the cumulative maximum cash value limit for event invitations permitted by this section from a single donor or friend of the University in a calendar year is \$2,000.
- 4.31** Sections 4.29 and 4.30 do not apply to attendance at social events if attendance at the social event is sponsored by a charitable foundation, the Governor General of Canada, a provincial Lieutenant Governor, any Canadian federal, provincial, municipal or regional government or any member of any such government, a consul or ambassador of a foreign country or a not-for-profit organization, provided the not-for-profit organization is not constituted to serve management, union or professional interests and does not have for-profit enterprises or representatives of for-profit enterprises as a majority of its members.
- 4.32** If an Employee, Academic Staff Member, Appointee or Volunteer Appointee accepts an invitation to speak, or participate in a panel, at a conference, seminar, workshop or similar event (a "Conference Invitation") and their speech or participation relates to their University responsibilities or their major academic interests, the total value of the transportation costs, registration fees, accommodation, meals and related incidentals which may be gifted to them in connection with the Conference Invitation shall not exceed \$8,000. The cumulative maximum cash value limit for of such items permitted by this section from a single source in a calendar year is \$16,000.
- 4.33** An Employee or Volunteer Appointee may request that their ELT Manager provide advice relating to the Employee's or Volunteer Appointee's obligations under sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 with respect to a specific gift, event or Conference Invitation.
- An Academic Staff Member or Appointee may request that their Manager provide advice relating to the Academic Staff Member's or Appointee's obligations under sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 with respect to a specific gift, event or Conference Invitation and then may request that their ELT Manager confirm such advice.
- An Employee, Academic Staff Member, Appointee or Volunteer Appointee may request that their ELT Manager approve an increase in the dollar limits set out in sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 with respect to a specific gift, event or Conference Invitation.
- 4.34** The Employee, Academic Staff Member, Appointee or Volunteer Appointee must provide their ELT Manager or their Manager, as applicable, with all material information relating to a request under section 4.33.
- 4.35** The ELT Manager may, in writing, provide the Employee or Volunteer Appointee with advice relating to sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 for the specific gift, event or Conference Invitation.

The Manager may, in writing, provide the Academic Staff Member or Appointee with advice relating to sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 for the specific

gift, event or Conference Invitation and the ELT Manager may, in writing, confirm such advice.

The ELT Manager may, in writing, provide the Employee, Academic Staff Member, Appointee or Volunteer Appointee with an approval of an increase in the dollar limits set out in sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 with respect to a specific gift, event or Conference Invitation

The ELT Manager or Manager, as applicable, must act reasonably and in the best interests of the University in providing such advice or confirmation of such advice and/or approving an increase in such dollar limits and must consider whether there is an actual or perceived Conflict of Interest.

- 4.36** The Employee, Academic Staff Member, Appointee or Volunteer Appointee will be deemed to have complied with sections 4.28, 4.29, 4.30, 4.31 and/or 4.32 for the specific gift, event or Conference Invitation if they comply with their ELT Manager's prior written advice or confirmation of their Manager's advice, as applicable, and/or their ELT Manager's prior written approval of new dollar limits.
- 4.37** Notwithstanding sections 4.28 to 4.32, an Employee, Academic Staff Member, Appointee or Volunteer Appointee may not accept a gift, an event invitation or any gift of transportation costs, registration fees, accommodation, meals or related incidentals in connection with a Conference Invitation if the acceptance of any of the foregoing gives rise to an actual or perceived Conflict of Interest.

Use of University Resources

- 4.38** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees may only use University Resources for activities on behalf of the University and within their scope of responsibility.
- 4.39** Notwithstanding 4.38, University Resources may be used for personal purposes in limited circumstances when permitted by an existing policy or where incidental personal use is reasonable in all of the circumstances.
- 4.40** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees are required to treat University Resources with care and to adhere to laws and University policies and procedures regarding the acquisition, use, maintenance, documentation and disposal of University Resources.

Presidential Obligations

- 4.41** In addition to their obligations under section 4.10, the President must not use their office or powers to influence or seek to influence a decision to be made by or on behalf of the Crown in right of Alberta, a provincial agency or the University in order to further their own private interests or to improperly further any other person's private interest.
- 4.42** In addition to their obligations under section 4.11, the President must not use or communicate information that is not available to the general public and is gained in the course of carrying out their office or powers to further or seek to further their own or any other person's private interest.

- 4.43** The President must apply to the chair of the University's Board of Governors and the Ethics Commissioner of Alberta for written approval prior to becoming involved in any appointment, business, undertaking or employment, including self-employment, other than their employment as President. The President must comply with any conditions that the chair and/or the Ethics Commissioner imposes in connection with such approval.
- 4.44** The President must request that the Ethics Commissioner review and confirm any advice or increase in dollar limits the President receives from their ELT Manager pursuant to section 4.35 and must receive the Ethics Commissioner's written confirmation before section 4.36 applies to the President.
- 4.45** As set out in section 23.93 of the Conflicts of Interest Act, the President must not own or hold a beneficial interest in publicly-traded securities unless held in a blind trust or investment arrangement approved by the Ethics Commissioner or the Ethics Commissioner grants prior approval of the retention of the ownership or beneficial interest. Approvals must be granted in writing by the Ethics Commissioner.
- 4.46** Publicly-traded securities must be managed within 60 days of the individual becoming the President, section 23.93 of the Conflicts of Interest Act becoming applicable to the President, or the President's acquisition of publicly-traded securities by gift or inheritance. The Ethics Commissioner may set out a longer period.
- 4.47** Each year at a time specified by the Ethics Commissioner, the President must provide to the Ethics Commissioner a disclosure statement of the assets, liabilities, investments and financial interest of the President, the President's spouse or adult interdependent partner, the President's minor children, and any private corporation controlled by the President, the President's spouse or adult interdependent partner, the President's minor children, or any combination thereof.
- 4.48** The President also must provide a return relating to persons directly associated to the Ethics Commissioner within 60 days of becoming the President or of section 23.932 of the Conflicts of Interest Act becoming applicable to the President.
- 4.49** The President must file an updated disclosure statement or return relating to persons directly associated within 30 days of any material changes to a previous disclosure statement or return relating to persons directly associated. The President also must file an updated return relating to persons directly associated within 30 days of ceasing to be the President.
- 4.50** As required by s. 23.937 of the Conflicts of Interest Act, for 12 months after the last day they hold their position as President, the President:
- a) must not lobby any public office holder, as defined in the Lobbyists Act;
 - b) must not act on a commercial basis or make representations on behalf of any party in connection with any ongoing matter in connection with which the President directly acted for or advised a department or public agency ;

- c) must not make representations with respect to or solicit or accept on their own behalf a contract or benefit from a department or public agency with which the President had a direct and significant official dealing; and
- d) must not accept employment with an individual, organization, board of directors, or equivalent body of an organization with which the President had direct and significant official dealing.

The President may apply to the Ethics Commissioner for a waiver or reduction of the time period applicable to these restrictions.

Reporting Wrongdoing

- 4.51** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees may disclose known or suspected Wrongdoing to the Protected Disclosure Advisor or an independent party in accordance with the Procedure for Protected Disclosures. The Procedure for Protected Disclosures is set out in Appendix C.
- 4.52** An Employee, Academic Staff Member, Appointee, Student or Volunteer Appointee who is found to have made a frivolous or vexatious report of Wrongdoing may be subject to disciplinary action up to and including termination of employment or other relationship with the University. Disciplinary action will be taken in accordance with the provisions of any applicable Collective Agreement or any applicable policy relating to Student conduct.
- 4.53** An Employee, Academic Staff Member, Appointee, Student or Volunteer Appointee who is found to have committed a Wrongdoing may be subject to disciplinary action up to and including termination of employment or other relationship with the University. Disciplinary action will be taken in accordance with the provisions of any applicable Collective Agreement or any applicable policy relating to Student conduct.

Reprisals

- 4.54** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees will not take any action in Reprisal against another individual.
- 4.55** An individual who believes they may be the subject of a Reprisal may notify the Protected Disclosure Advisor in accordance with the Procedure for Protected Disclosures.

5 Responsibilities

- 5.1** General Counsel will:
 - a) provide legal advice on matters relating to the application of this policy; and
 - b) review this policy at least once every three years and, if deemed appropriate, will propose revisions to this policy in accordance with the Procedures for Developing University Policies and Procedures.
- 5.2** Employees, Academic Staff Members, Appointees, Students and Volunteer Appointees will:
 - a) be familiar with this policy and act in accordance with it;

- b) be knowledgeable about the resources available to assist in the resolution of questions and concerns about this policy; and
- c) be knowledgeable about the process available to assist in the reporting of Wrongdoing.

5.3 Managers will:

- a) encourage Employees, Academic Staff Members and Appointees reporting to them to become familiar with this policy;
- b) fulfill their responsibilities under section 4.14 in a timely manner
- c) direct allegations of Wrongdoing to the Protected Disclosure Advisor;
- d) maintain an environment that encourages communication, free of the fear of Reprisal, concerning compliance with this policy; and
- e) review an Employee's request to engage in any activity that may give rise to a Conflict of Commitment and, in a timely manner, inform the Employee in writing if their request has been approved or not.

5.4 ELT Managers will provide a written response to a request made under section 4.33 in a timely manner.

5.5 Protected Disclosure Advisor will:

- a) respond to inquiries / questions about making a disclosure of Wrongdoing; and
- b) receive reports of Wrongdoing and coordinate the University's response in accordance with the Procedure for Protected Disclosures.

6 O.P.A.

6.1 "Outside Professional Activity" (O.P.A.) refers to those activities which the Academic Staff Member performs as a community service unless otherwise contractually arranged with the Governors or those for which the Academic Staff Member may receive remuneration.

O.P.A. is normally restricted to activities associated with the Academic Staff Member's major academic interests as an employee of the Governors.

6.2 The Governors of the University of Calgary (the "Governors") acknowledge the importance of O.P.A. to the professional development of Academic Staff Members and to the exercise of their University responsibilities. In recognition that O.P.A. offers valuable opportunities to enrich teaching and research, and to share the knowledge, skills, know-how and other resources of the institution with the community at large, the Governors encourage the involvement of Academic Staff Members in O.P.A.

6.3 O.P.A. must not detract from or interfere with the staff member's ability to render full service to the University in other areas of responsibility. Responsibility for ensuring compliance with this requirement rests with the Dean of the Faculty concerned.

6.4 The Governors expect Academic Staff Members will adhere to high standards of professional conduct and ethics. Academic Staff Members shall not use the University, its resources or the privileges of their appointment to compete unfairly with professionals outside the University.

- 6.5** An Academic Staff Member shall disclose in advance to the Dean, or Department Head if delegated, all proposed major O.P.A. The Academic Staff Member shall further disclose annually a record of all O.P.A. including a specific accounting of the time commitment as may be stipulated under Faculty guidelines.
- 6.6** No Academic Staff Member shall be required to violate ethical requirements of the member's profession or such legal constraints as may apply including the disclosure of the names of clients except as required pursuant to section 6.16 and 6.17.
- 6.7** The Academic Staff Member may, in the member's discretion, include the annual O.P.A. report in the Academic Performance Report to the President which is required under GPC procedures.
- 6.8** For the purposes of sections 6.1 to 6.27, major O.P.A. is defined to be any O.P.A. which involves any of the following:
- a) leave, as defined in Article 18 of the Collective Agreement: Leaves; or
 - b) the re-assignment or rescheduling of the Academic Staff Member's normal duties; or
 - c) the use of university space, resources, facilities, equipment, personnel; or
 - d) the employment of other Academic Staff Members, other employees of the University, or students qua students, under any form of contract of employment whatever; or
 - e) any O.P.A. which will occur during a period of leave pursuant to Articles 16, 17 or Article 18, Clause 18.4 of the Collective Agreement.
- 6.9** Compensation for O.P.A. authorized as part of the activities during a research and scholarship leave or professional fellowship leave shall not be considered "compensation" for the purposes of Article 16, Clause 16.19.1 or Article 17, Clause 17.11 of the Collective Agreement.
- 6.10** Compensation for O.P.A. authorized as part of the activities during an Assisted Study Leave shall not be considered "outside aid" for the purposes of Article 18, Clauses 18.4.10.1 and 18.4.10.2 of the Collective Agreement.
- 6.11** Documentation related to the disclosure of O.P.A. shall be treated with the strictest confidence and shall be made available only to those required to have access to such information pursuant to the provisions of sections 6.1 to 6.27.
- 6.12** Administrative decisions made by a Dean under the sections 6.1 to 6.27 shall be communicated to the Academic Staff Member in writing and shall state the reasons for each such decision.
- 6.13** The Parties recognize the need for flexibility at the Faculty and Department level in the development of appropriate O.P.A. guidelines relative to the legitimate interests of both the Governors and the individual Academic Staff Member. Towards this end, Faculty Councils or equivalent shall establish appropriate procedural guidelines consistent with sections 6.1 to 6.27. Deans have the responsibility to administer Faculty guidelines.
- 6.14** Faculty guidelines will normally include direction on the use of Faculty and Department resources, student participation, absences, reporting processes, and

other matters as deemed appropriate from time to time. In addition to the requirement in section 6.5 a Faculty guideline may require prior disclosure of all O.P.A. Guidelines shall be subject to approval by the Provost and Vice-President (Academic).

- 6.15** A current copy of each guideline established pursuant to sections 6.12 and 6.13 shall be provided to the Faculty Association of the University of Calgary (the "Faculty Association") before such guideline shall come into effect.
- 6.16** Where faculties have not established guidelines pursuant to sections 6.12, 6.13, and 6.14, the Vice-President (Research) in consultation with the Provost and Vice-President (Academic) shall establish such guidelines. Such guidelines must conform to the requirements of sections 6.12, 6.13, and 6.14. Any such guidelines established may be replaced by guidelines subsequently developed by the Faculty Council pursuant to sections 6.12, 6.13, and 6.14.
- 6.17** An Academic Staff Member shall not engage in O.P.A. which creates or constitutes a conflict of interest in view of the Academic Staff Member's appointment to the academic staff of the University. In particular, Academic Staff Members shall disclose to the Dean all instances in which the Academic Staff Member has a significant interest in a business enterprise which does or proposes to do business with the University.
- 6.18** Should a Dean have reason to believe that an Academic Staff Member has or will have a conflict of interest with respect to a specific O.P.A., the Dean may request in writing that the Academic Staff Member respond in writing to specific questions, the answers to which are reasonably required to determine whether a conflict of interest exists or will exist. No such reasonable request shall be refused by the Academic Staff Member.
- 6.19** If the use of University resources is permitted for O.P.A., the requirements of applicable Governors policies and Faculty guidelines must be met and University programs shall have priority. Academic Staff Members who wish to use University resources for work on private commission or hire shall have a user's agreement with the Governors. Such agreement shall establish the terms of use, liability and indemnification, user fees and other related arrangements.
- 6.20** An Academic Staff Member who engages in O.P.A. shall covenant and agree to indemnify and hold harmless from and against any loss, injury or damage which the Governors may or could suffer arising in any way out of or in relation to such activity.
- 6.21** When engaged in O.P.A., Academic Staff Members shall not hold themselves to be agents of the University.
- 6.22** An Academic Staff Member may appeal decisions affecting O.P.A. only in accordance with the provisions of section 6.1 to 6.27.
- 6.23** Prior to initiating a formal appeal the Academic Staff Member shall meet with and seek to resolve the matter in discussion with the Dean or equivalent.
- 6.24** Should the matter fail to be resolved under section 6.22, the Academic Staff Member may appeal in writing to the Provost and Vice-President (Academic). At

the request of either party a meeting shall be held in an attempt to resolve the matter.

- 6.25** If the matter is not resolved under section 6.23 a further appeal may be made to a panel of three members of the staff of the Governors holding academic appointments. Each of the Faculty Association and the Governors shall appoint one member to the panel. Together these two panel members shall jointly agree upon a third member, chosen from outside the Faculty in which the dispute arose, who shall be the Chair. No person shall serve on the panel if that person has been previously involved in the dispute. The panel may establish such procedures as it sees fit, subject only to the requirement that both the Governors and the Faculty Association are informed of the procedures at least five working days in advance of any hearing and that the procedures conform to the principles of natural justice and due process. The majority decision of the panel shall be final and binding on all parties.
- 6.26** If the original two appointees are unable to agree on a Chair within twenty (20) working days from the date the second nominee is appointed, the Chair will be selected by lot from a panel of seven senior staff members holding academic appointments. The panel shall be established annually, prior to July 1 by agreement of the President of the Faculty Association and the President of the Governors.
- 6.27** The Faculty Association shall have the right to have a representative present at steps of the appeal procedure pursuant to sections 6.23 and 6.24. The Faculty Association shall be notified at least five working days in advance of any meeting or hearing pursuant to these sections.

7 Procedure for Protected Disclosure

- 7.1** The Procedure for Protected Disclosure is set out in Appendix C, which forms part of this policy. The procedure provides that alleged breaches of this policy and other alleged protected disclosures may be reported to any of the following:
- a) a manager, supervisor, or dean;
 - b) the Protected Disclosure Advisor, Telephone: 403-220-4086 or Email: disclose@ucalgary.ca
 - c) the President of the University; or
 - d) the external service provider established for this purpose *ConfidenceLine* (1-800-661-9675).
- 7.2** The Procedure for Protected Disclosure provides that the Protected Disclosure Advisor will determine if the protected disclosure should be referred to an alternate process, dismissed for a valid reason or investigated under the procedure. If it is investigated under the procedure, the Protected Disclosure Advisor will appoint an investigator (which may be a committee). The investigator will follow the principles of natural justice, which concern procedural fairness and ensure a fair decision is reached by an objective decision-maker.

8 Appendices

Appendix A – Specified Professional Associations
Appendix B – Conflict of Interest, Procedure for

Appendix C –Protected Disclosure, Procedure for

- | | |
|--------------------------------------|--|
| 9 Related Procedures | <u>Conflict of Interest, Procedure for</u>
<u>Managing the Employment of Related Persons, Procedure for</u>
<u>Protected Disclosure, Procedure for</u> |
| 10 Related Instructions/Forms | <u>Conflict of Interest Disclosure Form</u>
<u>Disclosure of Concurrent Employment and Appointment Form</u> |
| 11 Related Information | Article 13 of the <u>TUCFA Collective Agreement</u> |
| 12 References | <u>Alberta Public Agencies Governance Act</u>
<u>Conflicts of Interest Act</u>
<u>Public Interest Disclosure (Whistleblower Protection) Act</u> |
| 13 History | <p>This policy replaces the Code of Professional Ethics (1994); the Statement on Principles of Conduct (date unknown); the Conflict of Interest Policy (1987); the Board of University of Calgary Conflict of Interest Policy (2006); the Employment of Family Policy (1985); the Outside Professional Activity Policy (1985); and the Disclosure Protection Policy (2005).</p> <p>Approved: December 3, 2014</p> <p>Effective: January 1, 2015</p> <p>Editorial Revision: March 8, 2018 (definition of “Student”)</p> <p>Amended and Published: April 30, 2019</p> <p>Effective: This policy becomes effective on July 1, 2019</p> <p>Editorial Revision: July 1, 2019 (added links to forms and removed watermark)</p> |

Appendix A

Specified Professional Associations

Alberta Association of Architects
Alberta Association of Landscape Architects
Alberta College of Social Workers (ACSW)
Alberta Institute of Agrologists
Alberta Medical Association
Alberta Professional Planners Institute
Alberta Society of Professional Biologists
Alberta Teacher's Association
Alberta Urban Municipal Association
Alberta Veterinary Medical Association
American Geophysical Union
American Industrial Hygiene Association
American Psychological Association
Association for Applied Psychophysiology and Biofeedback
Association for Applied Sport Psychology
Association of Change management Professionals
Association of Professional Engineers and Geoscientists of Alberta (APEGA)
Association of Science & Engineering Technology Professionals of Alberta
Association of the Chemical Profession of Alberta
Barreau du Québec
Board of Canadian Registered Safety Professionals
Canadian Association of Information Technology Professionals
Canadian Association of Physicists
Canadian Athletic Therapists Association
Canadian Bar Association
Canadian Registration Board of Occupational Hygienists
Canadian Institute of Actuaries
Canadian Institute of Management
Canadian Institute of Planners
Canadian Institute of Quantity Surveyors
Canadian Medical Protective Agency (CMPA)
Canadian Physiotherapy Association
Canadian Professionals in Human Resources Alberta
Canadian Psychological Association
Canadian Society of Safety Engineering
Chambre des notaires du Québec
Chartered Financial Analysts Institute
Chartered Professional Accountants of Alberta

Chartered Professional Accountants of Canada
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
International Institute of Business Analysts
International Society for Neurofeedback and Research
Law Society of Alberta
Law Society of British Columbia
Law Society of Manitoba
Law Society of New Brunswick
Law Society of Newfoundland and Labrador
Law Society of Nunavut
Law Society of Ontario
Law Society of Prince Edward Island
Law Society of Saskatchewan
Law Society of the Northwest Territories
Law Society of Yukon
Local Government Administrators Association
Nova Scotia Barristers' Society
Professional Risk Managers' international Association
Project Management Institute (PMI)
Project Management Professional
Royal College of Physician and Surgeons of Canada (RCPSC)
Society of Actuaries
Statistical Society of Canada
Supply Chain Management Association (SCMA)

Appendix B



Conflict of Interest, Procedure for

Classification Human Resources	Table of Contents 1 Purpose..... 1 2 Scope 1 3 Definitions..... 1 4 Procedure 4 5 Parent Policy..... 6 6 Related Policies..... 6 7 Related Instructions/Forms 6 8 Related Information..... 6 9 History..... 6
Approval Authority President	
Implementation Authority Vice-President (Finance and Services)	
Effective Date April 15, 2017	
Last Revision July 1, 2019	

- 1 **Purpose**

This procedure sets out the process for disclosing, documenting and managing Conflict of Interest as set out in the University's Code of Conduct. There are additional conflict of interest obligations for Researchers in the Research Integrity Policy. There may also be additional conflict of interest obligations for individuals participating in University committees, boards or panels as set out in the applicable terms of reference.
- 2 **Scope**

This procedure applies to Academic Staff Members, Appointees, Employees, Volunteer Appointees and Researchers.
- 3 **Definitions**

In this procedure:

 - a) "Academic Staff Member" means an individual who is engaged to work for the University and is identified as an Academic Staff Member under Article 1 of the applicable Collective Agreement.
 - b) "Appointee" means an individual who is engaged to work for the University, or whose work is affiliated with the University, through a letter of appointment, including adjunct faculty, clinical appointments, visiting researchers and scholars.
 - c) "Collective Agreement" means any collective agreement between the Governors of the University of Calgary and (i) the Faculty Association of the University of Calgary, (ii) the Alberta Union of Public Employees, (iii) the Graduate Students' Association of the University of Calgary or (iv) any other association or union representing Employees, in each case, in effect at the relevant time.

- d) A "Conflict of Interest" exists when, in the course of carrying out their University responsibilities, an individual takes any action where they know or ought to know that the action may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity, including:
 - i. the individual takes part in a decision in the course of carrying out their University responsibilities, where they know or ought to know that the decision may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity; or
 - ii. the individual uses their position with the University to influence or seek to influence a University decision which they know or ought to know may result in an actual or perceived Private Benefit to them or to a Related Person or Related Entity; or
 - iii. the individual communicates information that they know or ought to know is not available to the general public and is obtained by the individual in the course of carrying out their University responsibilities or as a result of their University position in order to obtain or seek to obtain a Private Benefit for the individual or for a Related Person or Related Entity.
- e) "Dean" means the head of a faculty at the University or the head of the University's Qatar Campus, or for Academic Staff Members who are not members of a faculty, the most senior administrative person of their school or other unit.
- f) "Employee" means an individual, other than an Academic Staff Member or Appointee, who is engaged to work for the University under an employment contract.
- g) "Manager" means:
 - i. for the President, the chair of the University's Board of Governors;
 - ii. for an Academic Staff Member, Appointee or Employee of the University of Calgary (other than the President), the SLT Member who has management responsibility for the faculty, department or unit of which the Academic Staff Member, Appointee or other Employee is a member;
 - iii. for an Employee (other than the chief executive officer) of a subsidiary of the University, the chief executive officer of the subsidiary;
 - iv. for the chief executive officer of a subsidiary of the University, the SLT Member who has management responsibility for the subsidiary;
 - v. for the chair of the University's Board of Governors, the chair of the Audit Committee of the University's Board of Governors; and
 - vi. for any other Volunteer Appointee, the chair of the University's Board of Governors, committee of the Board, Senate or University Alumni Board of Directors, as applicable.
- h) "Private Benefit" means a financial benefit, a personal benefit or furthering a private interest (and includes the avoidance of a negative consequence) other than a financial benefit, a personal benefit or a private interest that;
 - i. of general application;

- ii. affects a person as a member of a broad class, such as Academic Staff Members; or
- iii. is inconsequential.
- i) "Related Entity" means:
 - i. a public corporation of which the individual is a director or officer or the beneficial owner of more than 5% of the outstanding shares of any class;
 - ii. a 'for-profit' private corporation of which the individual is a director or officer;
 - iii. a 'for-profit' private corporation of which the individual is the beneficial owner of shares in the corporation, except:
 - 1. an association as defined in the Co-operatives Associations Act;
 - 2. a credit union incorporated under the Credit Union Act;
 - 3. a co-operative credit society incorporated by or under an Act of the parliament of Canada; or
 - 4. the United Farmers of Alberta Cooperative Limited;
 - iv. a non-profit corporation or an association of which the individual is a director or officer; and
 - v. a partnership of which the individual is a partner or of which one of the partners is a Related Entity of the individual by reason of clause (i), (ii), (iii) or (iv) above.
- j) "Related Person" means an individual who is directly associated with another individual and includes:
 - i. a parent, sibling and child of the individual;
 - ii. a spouse or domestic partner of the individual; and
 - iii. any other person who is directly associated with the individual.
- k) "Research" means an undertaking intended to extend knowledge through disciplined inquiry or systematic investigation. The conduct of Research includes applying for and managing funds, collecting and analyzing data, and disseminating results.
- l) "Researcher" means an individual who undertakes Research under the auspices of or in affiliation with the University regardless of the source of funding.
- m) "SLT Member" means an Employee who, at the relevant time, is designated as a member of the Senior Leadership Team.
- n) "University" means the University of Calgary and its subsidiaries.
- o) "Volunteer Appointee" means a member of the University's Board of Governors or a committee of the Board of Governors, a member of the Senate or a member of the Board of Directors of the University Alumni Association.

4 Procedure

Conflict of Interest

- 4.1** The University recognizes that Conflict of Interest will occur. Conflict of Interest will be disclosed and managed in a fair, open and practical manner.

- 4.2 An individual engaging in an activity or situation that involves a Conflict of Interest will report the Conflict of Interest so that it may be assessed and, when appropriate, managed.

Academic Staff Members

- 4.3 Academic Staff Members have an ongoing obligation to disclose to their Dean, in writing, any time a Conflict of Interest arises.
- 4.4 In particular, Academic Staff Members will disclose any Conflict of Interest relating to outside professional activity, hiring, promotion and tenure to their Dean in accordance with the applicable Collective Agreement provisions.
- 4.5 Academic Staff Members may have additional conflict of interest obligations and disclosure requirements in their role as Researchers as set out in 4.25 and 4.26.
- 4.6 The Dean will assess the Conflict of Interest and determine whether:
- a) there is a Conflict of Interest;
 - b) the Conflict of Interest may be managed as an allowed Conflict of Interest; or
 - c) the Conflict of Interest is not able to withstand reasonable and independent scrutiny.
- 4.7 If the Dean determines that there is not a Conflict of Interest, the Dean will indicate in writing that there is no Conflict of Interest.
- 4.8 If the Dean determines that there is a Conflict of Interest that may be managed, the Dean will work with the Academic Staff Member to determine an appropriate conflict management plan.
- 4.9 Details of the conflict management plan will be documented and signed by the Dean and the Academic Staff Member.
- 4.10 If the Dean determines that there is a Conflict of Interest that cannot be appropriately managed, the Academic Staff Member will be required to take steps to eliminate the Conflict of Interest. The steps taken to eliminate the Conflict of Interest will be documented and signed by the Dean and the Academic Staff Member.
- 4.11 If a Dean has a financial or personal interest in the Conflict of Interest being assessed the Conflict of Interest will be assessed by the next appropriate senior reporting officer.
- 4.12 The Dean will keep all records required by this procedure in accordance with University document retention rules.
- 4.13 The Dean will administer or delegate the implementation and ongoing monitoring of the conflict management plan.

Employees, Appointees and Volunteer Appointees

- 4.14 Employees and Appointees with the authority to approve expenditures (including purchasing) or contracts on behalf of the University or the authority to approve the hiring of an individual on behalf of the University are required to complete the

Conflict of Interest Disclosure Form annually. The Conflict of Interest Disclosure Form will be submitted no later than January 31 each year.

- 4.15 All Employees, Appointees and Volunteer Appointees are required to complete a Conflict of Interest Disclosure Form any time a new Conflict of Interest arises. A Volunteer Appointee who is subject to substantially similar Conflict of Interest disclosure requirements as a result of being a member of the University's Board of Governors or a committee of the Board of Governors, a member of the Senate or a member of the University Alumni Association Board may fulfill their obligations under this 4.15 by complying with those substantially similar Conflict of Interest disclosure requirements if the Conflict of Interest arises in their role as Volunteer Appointee.
- 4.16 The Employee, Appointee or Volunteer Appointee will submit the Conflict of Interest Disclosure Form to their Manager who will assess the Conflict of Interest and determine whether:
 - a) there is a Conflict of Interest;
 - b) the Conflict of Interest may be managed as an allowed Conflict of Interest; or
 - c) the Conflict of Interest is not able to withstand reasonable and independent scrutiny.
- 4.17 If the Manager determines that there is not a Conflict of Interest, the Manager will sign the Conflict of Interest Disclosure Form indicating that there is no Conflict of Interest.
- 4.18 If the Manager determines that there is a Conflict of Interest that may be managed, the Manager will work with the Employee, Appointee or Volunteer Appointee to determine an appropriate conflict management plan.
- 4.19 Details of the conflict management plan will be documented and signed by the Manager and the Employee, Appointee or Volunteer Appointee.
- 4.20 If the Manager determines that there is a Conflict of Interest that cannot be appropriately managed, the Employee, Appointee or Volunteer Appointee will be required to take steps to eliminate the Conflict of Interest. The steps taken to eliminate the Conflict of Interest will be documented on the Conflict of Interest Disclosure Form.
- 4.21 If a Manager has a financial or personal interest in the Conflict of Interest being assessed the Conflict of Interest Disclosure Form will be assessed by the next appropriate senior reporting officer or the Chair of the Board of Governors, as applicable.
- 4.22 The Manager will keep all records required by this procedure in accordance with University document retention rules.
- 4.23 The Manager will administer or delegate the implementation and ongoing monitoring of the conflict management plan.
- 4.24 Employees and Appointees may have additional conflict of interest obligations and disclosure requirements in their role as Researchers as set out in 4.25 and 4.26.

Researchers

4.25 Academic Staff Members, Employees and Appointees who engage in Research will comply with any additional conflict of interest requirements of the Research Integrity Policy, the applicable funding agency, the applicable research agreement and any additional standards set pursuant to 4.26.

4.26 The Vice-President (Research) has the authority to set additional standards for the disclosure and management of conflicts of interest related to Research.

5	Parent Policy	Code of Conduct
6	Related Policies	Research Integrity Policy
7	Related Instructions/Forms	Conflict of Interest Disclosure Form Conflict of Interest: Instructions for US PHS Funding Disclosure of Financial Conflicts of Interest
8	Related Information	https://research.ucalgary.ca/conduct-research/ethics-compliance
9	History	Effective: April 15, 2017 Revised: July 1, 2019

Appendix C



Protected Disclosure, Procedure for

Classification Governance	Table of Contents
Approval Authority President	1 Purpose..... 1
Implementation Authority General Counsel	2 Scope 1
Effective Date March 1, 2006	3 Definitions..... 1
Last Revision December 3, 2015	4 Procedure 3
	5 Parent Policy..... 9
	6 Related Policies..... 9
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	8 References 9
	9 History..... 9

- 1 Purpose** This procedure outlines the process by which:
- individuals may make a Protected Disclosure;
 - the University will respond to a Protected Disclosure; and
 - individuals will be protected from Reprisals for making a Protected Disclosure.
- 2 Scope** This procedure applies to Protected Disclosures except Protected Disclosures involving allegations of breaches of the Research Integrity Policy, which will be dealt with under the Procedure for Investigating a Breach of Research Integrity. However, substantiated allegations of breaches of the Research Integrity Policy that are also breaches of the Act will be included in the Chief Officer's annual report pursuant to this procedure.
- 3 Definitions** In this procedure:
- "Academic Staff Member" means an individual who is engaged to work for the University and is identified as an academic staff member under Article 1 of the collective agreement between the Faculty Association of the University of Calgary and the Governors of the University of Calgary in effect at the relevant time.
 - "Act" means the Public Interest Disclosure (Whistleblower Protection) Act (Alberta).
 - "Appointee" means an individual who is engaged to work for the University, or whose work is affiliated with the University, through a letter of appointment,

including adjunct faculty, clinical appointments and visiting researchers and scholars.

- d) "Business Days" means days that the University is open for business, excluding weekends and holiday closures.
- e) "Chief Officer" means the President of the University as set out in the Act.
- f) "Commissioner" means the Public Interest Commissioner of Alberta.
- g) "Complainant" means the person making a Protected Disclosure.
- h) "ConfidenceLine" means the external service provider established for receiving complaints under the Act.
- i) "Contractor" means an individual or a corporation or other entity who agrees to furnish materials to or perform services for the University for consideration.
- j) "Employee" means an individual, other than an Academic Staff Member or Appointee, who is engaged to work for the University under an employment contract.
- k) "Interference" means any direct or indirect action or use of authority to obstruct an individual's right to make a Protected Disclosure.
- l) "Investigation Report" means the written report summarizing the investigation and the Investigators findings including:
 - i. findings of fact;
 - ii. assessment of all of the evidence; and
 - iii. an analysis and conclusion as to whether or not the complaint was substantiated.
- m) "Investigator" means the person or persons appointed by the Protected Disclosure Advisor to investigate a Protected Disclosure.
- n) "Postdoctoral Scholar" means an individual who has completed a doctoral degree and is carrying out research at the University under the direction or mentorship of a supervising Academic Staff Member.
- o) "Protected Disclosure" means any disclosure:
 - i. made pursuant to the Act;
 - ii. involving an allegation of a breach of the Code of Conduct; or
 - iii. involving an allegation of a breach of any other University policy where a Respondent is an Academic Staff Member, Appointee, Contractor, Volunteer or Postdoctoral Scholar.
- p) "Protected Disclosure Advisor" is the University's designated officer pursuant to the Act who is responsible for:
 - i. receiving, screening, and preliminary analysis of Protected Disclosures;
 - ii. managing Protected Disclosures;
 - iii. selecting and mandating the Investigator; and
 - iv. reviewing the Investigation Report and making recommendations to the Chief Officer.

- q) "Reprisal" means Retaliatory Measures that are taken against an individual because the individual has sought advice about making a Protected Disclosure, made a Protected Disclosure in good faith, co-operated in an investigation of a Protected Disclosure, or declined to participate in behaviour that would breach University policy.
- r) "Respondent" means the Employee, Academic Staff Member, Appointee, Postdoctoral Scholar, Student, Contractor or Volunteer who is alleged to have breached the Act, the Code of Conduct or where applicable, other University policy.
- s) "Retaliatory Measures" include:
 - i. a dismissal, layoff, suspension, demotion or transfer, discontinuation or elimination of a job, change of job location, reduction in wages, change in hours of work or reprimand;
 - ii. any act that adversely affects the employment, working conditions, or education of the individual; and
 - iii. a threat to do any of the above.
- t) "Student" means an individual registered in a University course or program of study.
- u) "University" means the University of Calgary.
- v) "Volunteer" means an individual who, on a voluntary basis, provides a service or materials to the University.
- w) "Wrongdoing" means:
 - i. a contravention of an Act of Parliament or of the legislature of Alberta, or of any regulations made under any such Act;
 - ii. an act or omission that creates:
 - 1. a substantial and specific danger to the life, health or safety of individuals other than a danger that is inherent in the performance of the duties or functions of an Employee or Academic Staff Member; or
 - 2. a substantial and specific danger to the environment.
 - iii. gross mismanagement of public funds or a public asset;
 - iv. a contravention of University policies;
 - v. knowingly directing or counseling an individual to commit a Wrongdoing mentioned in clauses (i) to (iv);
 - vi. Interference; and
 - vii. Reprisal.

4 Procedure

Making a Protected Disclosure

4.1 An individual may make a Protected Disclosure to any of the following:

- a) a manager, supervisor, or dean;
- b) the Protected Disclosure Advisor, Telephone: 403-220-4086 or Email: disclose@ucalgary.ca
- c) the President of the University; or

- d) the external service provider established for this purpose: *ConfidenceLine* (1-800-661-9675).

4.2 The Protected Disclosure should include the following information:

- a) the nature of the activity giving rise to the complaint;
- b) a description of all parties involved;
- c) any potential financial interests and rewards;
- d) possible violations of law or University policy; and
- e) any other information useful in evaluating the Protected Disclosure.

4.3 The Protected Disclosure may be submitted anonymously but the Complainant should be aware that this may limit the ability of the University to respond and investigate.

Receipt of a Protected Disclosure by a Manager, Supervisor, Dean or the President.

- 4.4** An individual, other than the Protected Disclosure Advisor, who receives a Protected Disclosure will respond in writing within five (5) Business Days after receipt to acknowledge receipt of the Protected Disclosure.
- 4.5** The individual receiving the Protected Disclosure will record the details of the Protected Disclosure in writing, including:
 - a) the date and time the disclosure was received;
 - b) the name of the Complainant (unless the Complainant has requested anonymity);
 - c) the name(s) of the Respondent; and
 - d) full details of the disclosure.
- 4.6** The individual receiving the Protected Disclosure will promptly refer the Protected Disclosure to the Protected Disclosure Advisor.

Receipt of a Protected Disclosure by the External Service Provider

- 4.7** A call assistant will answer a call to *ConfidenceLine*. A call assistant will listen to and record details of the Protected Disclosure. The call assistant may also ask the Complainant questions to clarify facts.
- 4.8** The Complainant may provide their name to the call assistant or choose to remain anonymous. In either case, the call assistant will provide the Complainant with a personal Caller Information Number (CIN) which will be the only identification required for subsequent calls by the Complainant to the *ConfidenceLine*.
- 4.9** The call assistant will create a report containing pertinent information about the Protected Disclosure. This information will be made available electronically to the Protected Disclosure Advisor.
- 4.10** The call assistant will provide the Complainant with information on whether the Protected Disclosure is being investigated if the Complainant calls back.

- d) the external service provider established for this purpose: *ConfidenceLine* (1-800-661-9675).

4.2 The Protected Disclosure should include the following information:

- a) the nature of the activity giving rise to the complaint;
- b) a description of all parties involved;
- c) any potential financial interests and rewards;
- d) possible violations of law or University policy; and
- e) any other information useful in evaluating the Protected Disclosure.

4.3 The Protected Disclosure may be submitted anonymously but the Complainant should be aware that this may limit the ability of the University to respond and investigate.

Receipt of a Protected Disclosure by a Manager, Supervisor, Dean or the President.

- 4.4** An individual, other than the Protected Disclosure Advisor, who receives a Protected Disclosure will respond in writing within five (5) Business Days after receipt to acknowledge receipt of the Protected Disclosure.
- 4.5** The individual receiving the Protected Disclosure will record the details of the Protected Disclosure in writing, including:
 - a) the date and time the disclosure was received;
 - b) the name of the Complainant (unless the Complainant has requested anonymity);
 - c) the name(s) of the Respondent; and
 - d) full details of the disclosure.
- 4.6** The individual receiving the Protected Disclosure will promptly refer the Protected Disclosure to the Protected Disclosure Advisor.

Receipt of a Protected Disclosure by the External Service Provider

- 4.7** A call assistant will answer a call to *ConfidenceLine*. A call assistant will listen to and record details of the Protected Disclosure. The call assistant may also ask the Complainant questions to clarify facts.
- 4.8** The Complainant may provide their name to the call assistant or choose to remain anonymous. In either case, the call assistant will provide the Complainant with a personal Caller Information Number (CIN) which will be the only identification required for subsequent calls by the Complainant to the *ConfidenceLine*.
- 4.9** The call assistant will create a report containing pertinent information about the Protected Disclosure. This information will be made available electronically to the Protected Disclosure Advisor.
- 4.10** The call assistant will provide the Complainant with information on whether the Protected Disclosure is being investigated if the Complainant calls back.

Receipt of a Protected Disclosure by the Protected Disclosure Advisor

- 4.11** If the Protected Disclosure has not yet been acknowledged, the Protected Disclosure Advisor will acknowledge receipt of the Protected Disclosure within five (5) Business Days after it is received by the Protected Disclosure Advisor.
- 4.12** The Protected Disclosure Advisor will review the following with the Complainant if the Complainant is not anonymous:
- a) this procedure;
 - b) potential alternative procedures for dealing with the matter;
 - c) confidentiality protections;
 - d) the record keeping process; and
 - e) the commitment of the University to protect the Complainant from Reprisal.
- 4.13** Within ten (10) Business Days of receipt of the Protected Disclosure by the Protected Disclosure Advisor, the Protected Disclosure Advisor will decide if:
- a) the disclosure should be dealt with as a Protected Disclosure of Wrongdoing;
 - b) the disclosure should be referred to an alternate process;
 - c) the disclosure should be dismissed for being frivolous or vexatious or made in bad faith; or
 - d) the disclosure should be dismissed for another valid reason.
- 4.14** Within the ten (10) Business Days of receipt of the Protected Disclosure by the Protected Disclosure Advisor, the Protected Disclosure Advisor will inform the *ConfidenceLine* or the Complainant, if the Complainant is not anonymous, of the decision and what the next steps are, if any.
- 4.15** The Protected Disclosure Advisor will refer the Protected Disclosure to the Commissioner as soon as reasonably practicable if the Protected Disclosure Advisor reasonably believes that the matter to which the Protected Disclosure relates constitutes an imminent risk of substantial or specific danger to the life, health or safety of individuals, or to the environment.

Protecting the Complainant

- 4.16** The Protected Disclosure Advisor may appoint an advocate for the Complainant to assist in managing the Complainant's welfare. The advocate will:
- a) examine the immediate welfare and protection needs of the Complainant;
 - b) ensure the Complainant is aware of employee assistance programs or other supports;
 - c) listen to any concerns of harassment or intimidation, or Reprisal for making a Protected Disclosure; and
 - d) act as liaison and guide pertaining to the process.

Investigating a Protected Disclosure

- 4.17** The Protected Disclosure Advisor will appoint an Investigator to carry out the investigation. The Investigator may be an individual internal or external to the University or a committee. When the Protected Disclosure Advisor appoints a

committee, the Protected Disclosure Advisor will appoint one member of the committee as chair.

4.18 The objectives of the investigation will be:

- a) to collect information relating to the allegation. This may involve steps to protect or preserve documents, materials and equipment and to interview witnesses;
- b) to consider the information collected and to draw conclusions objectively and impartially;
- c) to maintain procedural fairness in the treatment of the Complainant,
- d) Respondent and witnesses; and
- e) If applicable, to make recommendations arising from the conclusions drawn concerning non-disciplinary remedial or other appropriate action.

4.19 The Protected Disclosure Advisor will draw up terms of reference for the investigation of a Protected Disclosure and obtain authorization for those terms from General Counsel prior to appointing the Investigator.

4.20 The terms of reference will set a date, no later than 110 Business Days after the receipt of the Protected Disclosure, by which the Investigation Report is to be concluded and will describe the resources available to the Investigator to complete the investigation within the time allotted.

4.21 Pursuant to the Act, the Chief Officer may approve an extension of time to complete an investigation up to thirty (30) Business Days when requested by the Investigator. Any further extension of time must be approved in advance by the Commissioner.

4.22 The terms of reference will require the Investigator to update the Protected Disclosure Advisor on the progress of the investigation who, in turn, will keep General Counsel informed of the progress.

4.23 The Investigator will prepare an investigation plan for approval by the Protected Disclosure Advisor. The plan will list the issues to be substantiated and describe the avenue of inquiry. The plan will ask the following questions:

- a) What is being alleged?
- b) What are the possible findings or offenses?
- c) What are the facts in issue?
- d) How is the inquiry to be conducted?
- e) What resources are required?

4.24 If the Complainant can be contacted, the Complainant will, at this point in the process, be:

- a) notified by the Investigator that they have been appointed to conduct the investigation;
- b) asked to clarify any matters; and
- c) asked to provide any additional material the Complainant might have.

4.25 The Investigator will follow the principles of natural justice. The principles of natural justice concern procedural fairness and ensure a fair decision is reached by

an objective decision-maker. Maintaining procedural fairness protects the rights of individuals and enhances public confidence in the process.

The University will show consideration for the following precepts in ensuring procedural fairness:

- a) the Respondent is entitled to know the allegations made against them and must be given the right to respond. This does not mean the Respondent must be advised of the allegation as soon as the disclosure is received or the Investigation has commenced; and
- b) if the Investigator is contemplating making a report adverse to the interests of any person, that person should be given the opportunity to put forward further material that may influence the outcome of the report and that person's defense should be set out in the report.

Conducting the Investigation

- 4.26** Everyone involved in the investigation of a Protected Disclosure will keep all information relating to the Protected Disclosure confidential except for information required to be shared under this policy or information shared with those who have a legitimate need for the information.
- 4.27** The Investigator will make notes of all discussions, phone calls, and interviews with witnesses.
- 4.28** If the Complainant or Respondent are represented by a union or faculty association, they will be advised of their right to representation and may request to have a union or faculty association representative present during any investigation meetings or interviews.
- 4.29** The Protected Disclosure Advisor will advise the Complainant of the progress of the Investigation and whether the complaint was substantiated or not.

Final Report of the Investigator

- 4.30** When the Investigation is complete, the Investigator will submit a written investigation report to the Protected Disclosure Advisor. The report will include:
 - a) the allegation;
 - b) an account of all relevant information received and, if the Investigator has rejected evidence as being unreliable, the reasons for this conclusion;
 - c) the conclusions reached and the basis for them; and
 - d) if the Investigator has found evidence of wrongdoing, recommendations for non-disciplinary action that should be taken to prevent the conduct from continuing or occurring in the future as well as action that should be taken to remedy any harm or loss arising from the misconduct.
- 4.31** If the investigation has identified any other possible violations of the Act or University policy, the Investigator should include the possible violations in the report. The possible violations identified in the report will be dealt with by the Protected Disclosure Advisor in accordance with this procedure.

- 4.32 The report will be accompanied by all records created or received by the Investigator in the course of the investigation.
- 4.33 The report will not include information that leads or could lead to the identification of the Complainant if the Complainant has requested anonymity.

Outcome of the Investigation

- 4.34 If the Protected Disclosure Advisor is satisfied that the report brings the Investigation to an end, the Protected Disclosure Advisor will provide a report to General Counsel including:
 - a) whether the Protected Disclosure was substantiated; and
 - b) recommendations for non-disciplinary corrective action.
- 4.35 If the Protected Disclosure included a violation of the Act, the Protected Disclosure Advisor will provide the report referred to in 4.34 to the Chief Officer.
- 4.36 If the complaint is substantiated, the Protected Disclosure Advisor will provide the relevant dean or manager with the report or a summary of the report's findings and recommendations.
- 4.37 A Respondent who is found to have committed a breach of the Act or of University policy may be subject to disciplinary action up to and including termination of employment or other relationship with the University. Disciplinary action will be taken in accordance with the provisions of any applicable collective agreement or any applicable policy relating to Student conduct.

Records

- 4.38 Records pertaining to a Protected Disclosure are the property of the University and will be retained in accordance with University document retention rules. Records will also be safeguarded to ensure confidentiality and, when applicable, the Complainant's anonymity.
- 4.39 The Protected Disclosure Advisor will provide the Chief Officer and the Chair of the Board of Governors with an annual statistical summary of all Protected Disclosures received under this procedure including those handled informally or referred to an alternate process.

Chief Officer's Annual Report

- 4.40 The Chief Officer will prepare a report annually on all Protected Disclosures received which involve a violation of the Act. This report will include:
 - a) the number of disclosures received by the Protected Disclosure Advisor that involve a violation of the Act, the number of disclosures that were acted on and the number of disclosures not acted on by the Protected Disclosure Advisor;
 - b) the number of investigations commenced by the Protected Disclosure Advisor as a result of Protected Disclosures involving violations of the Act; and
 - c) in the case of an investigation that results in a finding of a violation of the Act, a description of the violation and any recommendations made or corrective

Protected Disclosure, Procedure for

measures taken in relation to the violation or the reasons why no corrective action was taken.

4.41 The annual report of the Chief Officer will be included in the annual report of the University and will be made publically available upon request.

5	Parent Policy	Code of Conduct
6	Related Policies	Harassment Policy Fraud Policy
7	Related Information	http://www.ucalgary.ca/odepd/
8	References	Public Interest Disclosure (Whistleblower Protection) Act Public Interest Disclosure (Whistleblower Protection) Regulation
9	History	Approved: February 10, 2005 Effective: March 1, 2006 Revised: December 3, 2015 Editorial Revision: May 15, 2018 Editorial Revision: July 1, 2019 (updated format)