



CODE OF ETHICS

BC Council for International Education

Table of Contents

- Policy Statement 2
- Policy Details..... 2
 - 2. SCOPE 2
 - 3. PRINCIPLES..... 2
 - 4. COMPLIANCE WITH THE LAW 3
 - 5. INAPPROPRIATE CONDUCT 3
 - 6. WORKPLACE RELATIONSHIPS..... 3
 - 7. CONFLICT OF INTEREST 4
 - 8. DISCLOSURE 5
 - 9. OUTSIDE BUSINESS INTERESTS 6
 - 10. OUTSIDE REMUNERATION..... 6
 - 11. USE OF BCCIE’s PROPERTY 7
 - 12. CONFIDENTIAL INFORMATION..... 8
 - 13. INVESTMENT ACTIVITY..... 8
 - 14. ENTERTAINMENT, GIFTS AND FAVOURS..... 8
 - 15. EXEMPTIONS OR WAIVERS FROM CODE REQUIREMENTS..... 9
 - 16. COMPLIANCE, REPORTING & RETALIATION..... 9
 - 17. BREACH..... 10
 - 18. POST-EMPLOYMENT RESTRICTIONS FOR SENIOR EXECUTIVES. 10

Policy Statement

- 1.1 The BC Council for International Education (BCCIE) aims to provide a workplace which supports excellence and an environment in which employees are proud to work. To achieve these goals, all employees of BCCIE are accountable for their actions, and must act in an honest and ethical manner at all times.
- 1.2 The purpose of this Code of Ethics (“Code”) is to set out the principles and standards of ethical conduct expected of all employees of BCCIE.
- 1.3 The requirement to comply with this Code is a condition of employment. Employees who fail to comply may be subject to disciplinary action up to and including dismissal.

Policy Details

2. SCOPE

- 2.1 This Code applies to all employees of BCCIE. Section 12, Confidential Information continues to apply to individuals after they have left BCCIE.

3. PRINCIPLES

- 3.1 The effective and efficient operation of BCCIE relies on employees fulfilling their roles and responsibilities with the highest standards of conduct.
- 3.2 Employees have a duty to be responsible for the welfare of BCCIE and accordingly, employees must not allow their private interests, whether personal, financial or of any other sort, to conflict or appear to conflict with their duties and responsibilities at BCCIE.
- 3.3 Employees are expected to act honestly and in good faith and in the best interests of BCCIE:
 - (i) Employees’ conduct and language shall reflect social standards of courtesy, dignity, trust and respect.
 - (ii) Employees must avoid creating the impression of speaking or acting on behalf of BCCIE when they speak or act as private persons.
 - (iii) Employees must ensure that their interactions and relationships with stakeholders, co-workers and any other individual who deals in any way with BCCIE are appropriate at all times.
 - (iv) Employees must not take credit for others’ ideas or work, even in cases where the work has not been explicitly protected by copyright or patent.

- 3.4 Employees are expected to act in a prudent and diligent manner:
- (i) Employees must provide services within the boundaries of their competence, based on their education, training, professional experience and professional development.
 - (ii) Employees must accurately represent their qualifications, educational backgrounds, experience and professional credentials.

4. COMPLIANCE WITH THE LAW

- 4.1 In the employment context, employees shall act in full compliance with both the letter and the spirit of all applicable laws and regulations and avoid any situation which could be perceived as improper or indicate a casual attitude towards compliance. If in doubt, employees are expected to ask for clarification.

5. INAPPROPRIATE CONDUCT

- 5.1 Employees shall not engage in conduct that interferes with BCCIE operations and may be considered inappropriate by any reasonable standard. Such inappropriate conduct includes, but is not limited to:
- (i) conduct that creates disruption to the work environment and/or impedes the delivery of BCCIE services;
 - (ii) conduct that creates an atmosphere of hostility, intimidation, discrimination or disrespect for others;
 - (iii) conduct that contradicts common standards and/or protocols of safety;
 - (iv) conduct of a violent or non-violent nature that endangers or threatens to endanger or subject any person, present on the BCCIE premises or facilities used in partnership with other parties, to physical, mental or verbal abuse, or potential injury;
 - (v) conduct that damages, defaces or destroys BCCIE property; or
 - (vi) conduct that brings BCCIE into disrepute.

6. WORKPLACE RELATIONSHIPS

- 6.1 Employees involved in a personal relationship outside work which compromises objectivity, or the perception of objectivity, should avoid being placed in a direct reporting relationship to one another. For example, employees who are direct relatives or who permanently reside together may not be employed in situations where:

- (i) A reporting relationship exists where one employee has influence, input, or decision-making power over the other employee's performance evaluation, salary, premiums, special permissions, conditions of work, and similar matters; or
 - (ii) The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the Employer's interest.
- 6.2 Employees must ensure that social relationships with co-workers do not interfere with work performance or effective functioning of the workplace and those employees who engage in personal relationships (including romantic or sexual) will be responsible for ensuring that the relationship does not raise concerns about the abuse of power, harassment, favouritism, bias or conflict of interest.
- 6.3 If an employee has a concern with respect to a personal relationship, then the employee should discuss it with their supervisor, Director, Operations and Programs or Executive Director to review the concern and determine what measures, if any, need to be taken to address the concern.

7. CONFLICT OF INTEREST

- 7.1 In general, a conflict of interest exists for employees who use their position at BCCIE to benefit themselves, friends, family¹ or relatives².
- 7.2 An employee shall not use his or her position with BCCIE to pursue or advance their personal interests, the interests of a family member, friend, relative, employee, business associate, corporation, union or partnership, or the interests of a person to whom the employee owes an obligation.
- 7.3 An employee shall avoid any situation in which there is, or may appear to be, potential conflict³ which could appear⁴ to interfere with the employee's judgment in making decisions in the best interest of BCCIE.
- 7.4 There are a variety of situations that could give rise to a conflict of interest. These include, but are not limited to: accepting gifts, entertainment, favours or kickbacks from suppliers or other organizations, close or family relationships with outside suppliers or other organizations, passing confidential information to competitors or other interested parties or using confidential information inappropriately. Without limitation, the following are examples of the types of conduct and situations that can lead to a conflict of interest:
- (i) influencing BCCIE to lease equipment from a business owned by the employee's family member or relative;
 - (ii) taking personal advantage of an opportunity available to BCCIE that the employee learned about through their position at BCCIE, unless BCCIE has clearly and irrevocably decided against pursuing the opportunity, and the opportunity is also available to the public;

¹ "family" or "family member" means a spouse, child, parent or sibling of an Employee

² "relative(s)" means a person connected to another by blood or affinity

³ "conflict" means a conflict of interest or apparent conflict of interest

⁴ "apparent" *conflict of interest* means any situation where it would appear to a reasonable person that the Employee is in a conflict of interest situation

- (iii) influencing BCCIE to allocate funds to an institution or school where the employee or his or her family or relative works, studies or is involved;
- (iv) participating in a decision by BCCIE to hire or promote a family member or relative of the employee;
- (v) using their position with BCCIE to solicit clients for their business, or a business operated by a family member or relative;
- (vi) influencing BCCIE to make all its travel arrangements through a travel agency owned by a family member or relative of the employee; or
- (vii) influencing or participating in a decision of BCCIE that will directly or indirectly result in the employee's, family member's or relative's own financial or other gain.

8. DISCLOSURE

- 8.1 At the time of appointment or employment each individual must disclose to the employee's supervisor all interests and relationships of which the employee is aware which will or may give rise to a conflict of interest.
- 8.2 Full disclosure enables employees to resolve unclear situations and gives an opportunity to dispose of conflicting interests before any difficulty can arise.
- 8.3 If, at any time during the course of their employment at BCCIE, an employee:
- (i) perceives that their actions/activities may be deemed, by a reasonable person, as an actual or potential conflict of interest or an employee becomes aware of a conflict before or after a transaction is complete;
 - (ii) is concerned that another employee is in a conflict of interest situation; or
 - (iii) is in doubt whether a situation involves a conflict;

the employee shall disclose, in writing, to their supervisor the nature, facts and extent of their concern immediately upon becoming aware of a potential conflict of interest. However, if the conflict involves the supervisor or, for any reason, the employee is not comfortable disclosing their concern to their supervisor, then such disclosure shall be made to the Director, Operations and Programs or the Executive Director.

- 8.4 Upon receiving disclosure under section 8.3 above, or where other sections in this Code make reference to this paragraph, the following procedure shall apply:
- (i) if the disclosure is made to a supervisor or the Director, Operations and Programs that person shall immediately disclose the issue to the Executive Director;
 - (ii) if the disclosure is made directly to the Executive Director or as soon as they are made aware of it, the Executive Director shall, as necessary, consult with the

appropriate people, internal and external to BCCIE, and seek the direction of the Board, if appropriate, to address the concern; and

(iii) in all cases, the matter shall be documented including the circumstances surrounding the issue, the nature of the follow-up required and confirmation that the matter has been resolved.

8.5 Where BCCIE receives a complaint of a conflict of interest, and the substance of the complaint has not been disclosed according to paragraph 8.3 above, the matter shall be assigned to the Director, Operations and Programs or Executive Director who shall consult with and follow the direction and advice of the Executive Director or legal counsel, where appropriate, to resolve the matter and make a determination of real or potential conflict of interest.

8.6 If it is determined that an employee has been involved in conflict of interest activity, and/or has failed to disclose such activity, the supervisor, Director, Operations and Programs or Executive Director shall make a recommendation to the appropriate person concerning a remedy, including possible disciplinary actions.

9. OUTSIDE BUSINESS INTERESTS

9.1 Employees shall disclose possible conflicting outside business activities at the commencement of their employment at BCCIE or immediately upon the employee becoming aware of it. Such disclosure shall be made to the employee's supervisor in writing, however, if for any reason, the employee is not comfortable disclosing their concern to their supervisor, then such disclosure shall be made to the Director, Operations and Programs, or the Executive Director if their supervisor is the Director, Operations and Programs. Notwithstanding any outside activities, employees are required to act in the best interest of BCCIE.

9.2 No employee shall hold a significant financial interest, either directly or through a family member, relative or associate, or hold or accept a position as an officer or employee in an organization in a material relationship with BCCIE, where by virtue of his or her position at BCCIE, the employee could in any way benefit the other organization by influencing the purchasing, selling or other decisions of BCCIE, unless that interest has been a) fully disclosed in writing to the employee's supervisor, Director, Operations and Programs or Executive Director, and b) a remedy to the conflict situation has been developed.

9.3 Upon an employee making a disclosure pursuant to paragraphs 9.1 or 9.2 above, the procedure set out at paragraph 8.4 shall be followed.

9.4 A "significant financial interest" in this context is any interest substantial enough that decisions of BCCIE could result in a personal gain for the employee, their family, relatives or friends.

9.5 These restrictions apply equally to interests in companies that may compete with BCCIE in all of its areas of activity.

10. OUTSIDE REMUNERATION

- 10.1 Employees may engage in remunerative employment with other employers, maintain businesses and receive remuneration from public funds for activities outside their position, provided that:
- (i) it does not interfere with the performance of their duties as an employee;
 - (ii) it does not bring BCCIE into disrepute;
 - (iii) it does not represent a conflict of interest;
 - (iv) it is not performed in such a way as to appear to be an official act of BCCIE or to represent BCCIE's opinion or policy; and
 - (v) it does not involve the use of BCCIE's premises, services, equipment or supplies.

11. USE OF BCCIE's PROPERTY

- 11.1 Employees are entrusted with the care, management and cost-effective use of BCCIE's property and assets, including the use of BCCIE's name and intellectual property.
- 11.2 Employees may not dispose of or purchase BCCIE's property or assets except in accordance with policies and procedures established by BCCIE.
- 11.3 Employees may use property owned by BCCIE for incidental personal purposes, meaning:
- (i) infrequent and of short duration (i.e. overnight or over the weekend);
 - (ii) does not impact BCCIE operations;
 - (iii) sign-out procedures are followed, if applicable;
 - (iv) occurs outside of working hours wherever possible and does not have an impact on employee productivity;
 - (v) does not cause BCCIE to incur any cost;
 - (vi) does not use BCCIE supplies;
 - (vii) does not expose BCCIE to any risk;
 - (viii) the employee has received appropriate training to use the BCCIE property and will not use the property without that training;
 - (ix) is not part of an activity which the employee does for personal profit or profit for a family member or relative;
 - (x) the employee will return the property in the same or better condition;
 - (xi) the employee will reimburse BCCIE for the any costs to repair or replace damaged or lost property; and

(xii) does not contravene this Code in any way.

11.4 If the intended use of property owned by BCCIE is for personal purposes but does not meet the definition of incidental personal use as described above, then the employee must obtain approval from their supervisor.

12. CONFIDENTIAL INFORMATION

12.1 In the course of employment or performing their duties, employees may be given access to or become aware of confidential or proprietary information of BCCIE or of a third party who has disclosed such information to BCCIE.

12.2 Employees are to maintain the confidentiality of such information, in whatever form or however stored or transmitted, and to protect such information from loss, theft or misuse.

12.3 Confidential information includes proprietary, technical, operational, business, financial, legal affairs or any other information which BCCIE treats as confidential.

12.4 Employees shall not disclose or use confidential information gained by virtue of their association with BCCIE for personal gain, or to benefit friends, family, relatives or associates.

12.5 If in doubt regarding what is considered confidential, employees shall seek guidance from their supervisor.

13. INVESTMENT ACTIVITY

13.1 Employees shall not, either directly or through family, relatives or associates, acquire or dispose of any interest, including publicly traded shares, in any company while having undisclosed confidential information obtained in the course of their work at BCCIE which could reasonably affect the value of such securities.

14. ENTERTAINMENT, GIFTS AND FAVOURS

14.1 It is essential to fair business practices that all those who associate with BCCIE, as suppliers, contractors or employees, be treated fairly and without favouritism.

14.2 Notwithstanding s.7.4, entertainment, gifts and favours may be accepted or offered by employees in the normal exchanges common to, and generally accepted in, established business relationships. An exchange of entertainment, gifts or favours must create no sense of obligation. The following criteria should be used as a guide:

- (i) the transaction must be lawful;
- (ii) the entertainment, gift or favour is modest and would be considered by the business community to be within the bounds of propriety and local ethical standards taking into account all of the circumstances of the occasion;

- (iii) the exchange does not, nor is it expected to, create an obligation;
 - (iv) it occurs infrequently; and
 - (v) the entertainment, gift or favour is not used for financial gain by the employee, their family or their relatives.
- 14.3 Employees and their family or relatives shall not accept entertainment, gifts or favours that create or appear to create a favoured position for doing business with BCCIE.
- 14.4 Similarly, no employee shall offer or solicit entertainment, gifts or favours in order to secure preferential treatment for themselves or BCCIE.
- 14.5 Under no circumstances shall employees offer or receive cash, preferred loans, securities, or commissions in exchange for preferential treatment. Any employee experiencing or witnessing such an offer shall report the incident to their supervisor immediately.
- 14.6 Inappropriate gifts received by employees shall be returned to the donor.
- 14.7 There must be full and immediate disclosure to the employee's supervisor in all cases where there is uncertainty about the appropriateness of entertainment, gifts or favours and the direction of the supervisor shall be followed.

15. EXEMPTIONS OR WAIVERS FROM CODE REQUIREMENTS

- 15.1 Employees may request an exemption from, or waiver of, a requirement of this Code through their supervisor. All such requests must be documented and require the approval of the Executive Director.
- 15.2 Conditions may be attached to an exemption or waiver. The fully executed waiver, if any, along with full and detailed disclosure of all material and relevant circumstances respecting the matter will be held in the employee's personnel file.

16. COMPLIANCE, REPORTING & RETALIATION

- 16.1 The Executive Director is responsible for monitoring compliance with this Code.
- 16.2 BCCIE shall behave, and be perceived, as an ethical organization and accordingly, each employee shall adhere to the standards described herein and to the standards set out in applicable policies, guidelines or legislation.
- 16.3 Employees are responsible for making themselves aware of, understanding and complying with all BCCIE policies, including this Code, and are expected to seek clarification where necessary. The employee may seek clarification from either their direct supervisor or the Director, Operations and Programs.
- 16.4 Any employee who knows or suspects a breach of this Code has a responsibility to report it to their supervisor. However, if for any reason the employee is

uncomfortable reporting a breach to their supervisor, they may report it to the Director, Operations and Programs or the Executive Director.

- 16.5 Compliance with this Code is a condition of employment for all employees.
- 16.6 BCCIE and its employees will not retaliate against any employee, who in good faith, reports a known or suspected violation of this Code. This means that employees will not be terminated, demoted or discriminated against in any way for reporting legitimate concerns about matters in accordance with this Code, including giving information in relation to an investigation. However, given the seriousness of a false allegation and the resources which will be expended to investigate complaints, BCCIE reserves the right to discipline anyone who knowingly makes a false accusation or knowingly provides false information to BCCIE or others.

17. BREACH

- 17.1 Employees found to have breached his/her duty by violating the requirements of this Code may be subject to discipline that will be addressed through relevant BCCIE policies or terms of employment. If a violation of law is involved, the matter may also be referred to the appropriate law enforcement agency.
- 17.2 Any supervisor or manager who directs or approves of a violation of this Code, or who fails to report a violation, of which he or she has knowledge, is also in violation of this Code and is subject to disciplinary action.

18. POST-EMPLOYMENT RESTRICTIONS FOR SENIOR EXECUTIVES

Definitions

- 18.1 For the purpose of the post-employment restrictions set out below:
- (i) "Senior Executive" means a person employed by BCCIE as the Executive Director or Director; and
 - (ii) "Outside Entity" means a person or entity other than a public sector employer as defined in Section 1 of the *Public Sector Employers Act*.

After Leaving BCCIE

- 18.2 The following is a condition of a Senior Executive's employment with BCCIE. If the Senior Executive had a substantial involvement in dealings with an Outside Entity on behalf of BCCIE at any time during the year immediately preceding the end of the Senior Executive's employment with BCCIE then, for one year after the end of the Senior Executive's employment, the Senior Executive must not:
- (i) accept an offer of employment with, an appointment to the board of directors of, or a contract to provide services to, that Outside Entity, or
 - (ii) provide consulting or other services to that Outside Entity, in connection with its dealings with BCCIE.

Reduction of One-Year Limitation

- 18.3 The Executive Director, or the BCCIE Board of Directors if the Senior Executive is the Executive Director, may reduce a Senior Executive's one-year restriction, upon application, after considering the following:
- (i) the circumstances under which the Senior Executive's employment ended;
 - (ii) the Senior Executive's general employment prospects;
 - (iii) the significance to BCCIE of information the Senior Executive possessed by virtue of the Senior Executive's position with BCCIE;
 - (iv) the desirability of a rapid transfer of the Senior Executive's skills to an employer other than BCCIE;
 - (v) the degree to which the new employer might gain unfair commercial advantage by hiring the Senior Executive;
 - (vi) the authority and influence the Senior Executive possessed while employed by BCCIE;
 - (vii) the disposition of other cases.
- 18.4 The decision of the Executive Director, or the BCCIE Board of Directors if the Senior Executive is the Executive Director, on the application to reduce the Senior Executive's one-year restriction shall be issued in writing within ten (10) working days of receipt of the application.