

Aboriginal Healing Foundation

Code of Conduct



For Directors, Staff and Others
Involved in the work of the Foundation

Aboriginal Healing Foundation

Code of Conduct for Directors, Staff and Others Involved in the work of the Foundation

Table of Contents 2nd revision—March 2001

Definitions	1
In General.....	1
Code of Ethics	3
Conflict of Interest Rules	5
Confidentiality Policy	9
Oath of Office	11

DEFINITIONS

For the purposes of this Code:

“**Board**” means the board of directors of the Aboriginal Healing Foundation.

“**Elder**” means someone who has special gifts. Elders are generally considered exceptionally wise in the ways of their culture and the teachings of the Great Spirit. They are recognized for their wisdom, their stability, and their ability to know what is appropriate in a particular situation. The community looks to them for guidance and sound judgement. They are caring and are known to share the fruits of their labours and experience with others in the community.

- RCAP Final Report, Vol. 4, Ch. 3

“**Foundation**” means the Aboriginal Healing Foundation.

“**Party**” means a member of the Board of Directors, an Elder, a salaried employee, a contract employee, a volunteer, member of an external merit review panel, a contractor or sub-contractor of the Aboriginal Healing Foundation.

“**Survivors**” means individuals who attended and survived “Residential Schools” (as that term is defined by the Aboriginal Healing Foundation in its by-laws), their families or descendants or both.

IN GENERAL

Introduction

Our mission is to encourage and support Aboriginal people in building and reinforcing sustainable healing processes that address the legacy of Physical Abuse and Sexual Abuse in the Residential School system, including intergenerational impacts.

The purpose of this document is to establish a Code of Conduct that will apply to all Parties associated with the Aboriginal Healing Foundation. The Foundation is establishing these standards to guide the ethical conduct of those who are involved in our work. These standards are designed to help build a healthy environment within which the Foundation can carry out its work.

Much of what is contained in this Code serves to identify and promote certain positive behaviours and values. Because of the nature of our work we hold a position of trust to all those affected by the Legacy.

The way it is with us

Since some of us are Survivors and the vast majority of us have suffered an intergenerational impact in one form or another, this healing process is close to our hearts.

The Aboriginal Healing Foundation's mission is to encourage and support Aboriginal people in building and reinforcing sustainable healing processes that address the legacy of Physical Abuse and Sexual Abuse in the Residential School system, including intergenerational impacts.

Our vision is one where those affected by the legacy of Physical Abuse and Sexual Abuse experienced in Residential School have addressed the effects of unresolved trauma in meaningful terms, have broken the cycle of abuse, and have enhanced their capacity as individuals, families, communities and nations to sustain their well being and that of future generations.

We see our role as facilitators in the healing process by helping Aboriginal people help themselves, by providing resources for healing initiatives, by promoting awareness of healing issues and needs, and by nurturing a supportive public environment. We also work to engage Canadians in this healing process by encouraging them to walk with us on the path of reconciliation.

Ours is a holistic approach. Our goal is to help create, reinforce and sustain conditions conducive to healing, reconciliation and self-determination. We are committed to addressing the legacy of abuse in all its forms and manifestations, direct, indirect and intergenerational, by building on the strengths and resiliency of Aboriginal people. We emphasize approaches that address the needs of Aboriginal individuals, families and the broader community. We view prevention of future abuse, and the process of reconciliation between victims and offenders, and between Aboriginal people and Canadians as vital elements in building healthy, sustainable communities.

By making strategic investments of the resources entrusted to us, and by contributing to a climate of care, safety, good will and understanding, we can support the full participation of all Aboriginal people, including Métis, Inuit and First Nations, both on and off reserves and both status and non status, in effective healing processes relevant to our diverse needs and circumstances.

Agreeing to join in the work of the Aboriginal Healing Foundation is an important decision. Your willingness to serve those who are suffering the legacy of physical and sexual abuse in the residential schools, including intergenerational impacts, is appreciated.

CODE OF ETHICS

We agree that

We have an obligation to conduct ourselves, at all times, in a manner not inconsistent with the objects of the Foundation.

We have an obligation to conduct ourselves, at all times, in a manner that does not bring ourselves or the Foundation into disrepute.

We have an obligation to function primarily as a Party of the Foundation, not as a member of any particular constituency.

We have an obligation to abide by this Code of Conduct.

We have an obligation to respect basic human rights.

In addition, the nature of the work of the Aboriginal Healing Foundation requires

A personal commitment to healing.

A high degree of integrity and professionalism.

As general rules of conduct

We will practice active listening.

We will be compassionate and understanding.

We will not practice any adverse discrimination against anyone in any way.

We will treat each other with respect, courtesy, fairness and good faith.

We commit ourselves to the positive interchange of skills and knowledge.

We commit ourselves to assisting and supporting colleagues.

We will honour all commitments made.

We will not exploit relationships with colleagues for personal gain or the personal gain of friends and relatives.

We will respect confidences shared in working relationships and activities, and refuse to participate in gossiping of any kind.

We promise to be honest in describing our professional skills, abilities and background.

We commit to regular self-evaluation of our strengths, limitations, biases, or levels of effectiveness, and to strive for self-improvement.

We will ensure that we do not force our personal beliefs or values on others to influence an outcome.

Recognizing that we may be seen as role models, we will strive to uphold the healthy, positive and professional image of the Foundation by maintaining a high standard of behaviour.

We will not smoke in the offices of the Aboriginal Healing Foundation.

Those of us who consume alcohol will set a good example with respect to its responsible consumption.

We will not consume illicit drugs or any other substance that may affect our ability to carry out our functions for the Foundation.

CONFLICT OF INTEREST RULES

Note: The following Conflict of Interest Rules do not apply to members of the Board of Directors as they are bound by their own separate policy.

Conflict of Interest Defined

A conflict of interest arises when a Party's interests, whether personal, business or professional, conflict with their obligations to the Foundation. This could arise as a result of an Apparent, Potential or Real Conflict of Interest for a Party, whether personal or professional, and may be financial or otherwise. By way of example only, conflicts of interest include not only the receipt of financial remuneration by a Party, members of his or her family, relatives and close friends, but also the receipt of services or other non pecuniary benefits by such individuals when the party providing the remuneration or benefits is or will be transacting business of any kind with the Aboriginal Healing Foundation. For this purpose:

- (a) An "**Apparent Conflict of Interest**" exists when there is a reasonable apprehension, which reasonably well informed persons could properly have, that a Real Conflict of Interest or Potential Conflict of Interest exists on the part of a Party.
- (b) A "**Potential Conflict of Interest**" occurs when there exists some private, personal or pecuniary interest that could influence the performance of a Party's duty, decisions, functions or the exercise of power provided that the Party has not yet exercised that duty or function or made that decision.
- (c) A "**Real Conflict of Interest**" occurs when a Party exercises an official power, makes an official decision or performs an official duty or function and at the same time knows that in the performance of this duty or function or in the exercise of such power there is a furtherance of a private, personal or pecuniary interest.

Principles

Every Party shall conform to the following principles:

1. Parties shall perform their official duties and arrange their private affairs in such a manner that public confidence and trust in the integrity, objectivity and impartiality of the Foundation are conserved and enhanced;
2. Parties have an obligation to act in a manner that will bear the closest public scrutiny, an obligation that is not fully discharged by simply acting within the law;
3. Parties shall not have private interests, other than those permitted pursuant to these Conflict of Interest Rules, that would be affected particularly or significantly by Foundation actions in which they participate;
4. On appointment to office, and thereafter, Parties shall arrange their private affairs in a manner that will prevent Apparent, Potential or Real Conflicts of Interest from arising, but if such a conflict does arise between the private interests of a Party and the official duties and responsibilities of that Party, the conflict shall be resolved in favour of the interests of the Foundation;

5. Parties shall not solicit or accept transfers of economic benefit, other than spiritual items, incidental gifts, customary hospitality, or other benefits of nominal value, unless the transfer is pursuant to an enforceable contract or property right of the Party. Any major gifts shall remain in the possession of the Foundation until it ceases to exist, at which time the gifts will be distributed among other organizations which conduct funding activities similar to those of the Foundation;
6. Parties shall not step out of their official roles to assist private entities or persons in their dealings with the Foundation where this would result in preferential treatment to any person;
7. Parties shall not knowingly take advantage of, or benefit from, information that is obtained in the course of their official duties and responsibilities with the Foundation and that is not generally available to the public;
8. Parties shall not directly or indirectly use, or allow the use of, Foundation property of any kind, including property leased to the Foundation, for anything other than officially approved activities;
9. Parties shall not act, after they leave their position with the Foundation, in such a manner as to take improper advantage of their previous office. Parties will therefore not accept employment with or provide services of any nature to a Foundation funded project, or an applicant or sponsor for funding, until 12 months have passed from the date they leave the Foundation; and
10. Parties may not apply directly or indirectly for funding of any kind from the Aboriginal Healing Foundation or receive remuneration in any form from any Foundation-funded project(s) while acting as a Party. As well, Parties may not be involved in the management or control, directly or indirectly, or be involved in the day-to-day operations of any Foundation-funded project(s) or applicants for funding while serving as Parties.
 - (i) Notwithstanding the foregoing, it is acknowledged that a Party may, on an irregular basis, provide volunteer services to a funded project, so long as such volunteer services are performed without any form of remuneration. Under no circumstances shall Parties make representations to the Foundation on behalf of applicants or projects while providing such volunteer services.
 - (ii) A Party may apply to the Board of Directors for a determination and interpretation of this provision so as to determine whether or not his or her activities constitute a breach of this policy.

Exemption to Principles 9 & 10: The Aboriginal Healing Foundation seeks the services of individuals with expertise in the area of Residential School healing issues. The Foundation recognises that such people are in short supply and high demand. The Foundation, in carrying out its mandate, does not want to create/impose undue additional hardship on Aboriginal communities by depriving them of valuable human resources. The following people are therefore exempt from the application of Principles 9 & 10:

- ❖ External Merit Review Panel members;
- ❖ Contractual Researchers;
- ❖ Elders;
- ❖ Volunteers; and
- ❖ Anyone else whose involvement in the work of the Aboriginal Healing Foundation is of relatively short duration and for minimal remuneration.

Honouring the Principles

Parties should avoid or withdraw from outside activities or situations that could lead to an **Apparent, Potential or Real Conflict of Interest**.

A Party complies with these Conflict of Interest Rules by:

- (a) Avoiding or withdrawing from activities or situations that would place the Party in an Apparent, Potential or Real Conflict of Interest relative to his or her official duties and responsibilities for the Foundation;
- (b) Providing a written statement to the Executive Director or Chair indicating ownership of an asset, receipt of a gift, hospitality, or other benefit or participation in any outside employment or activity that would constitute an Actual, Potential or Real Conflict of Interest with the Party's official duties and responsibilities; and
- (c) Electing to sell an asset "at arms-length" or place that asset in trust, where continued ownership by a Party of such asset would constitute an Actual, Potential or Real Conflict of Interest with the Party's official duties and responsibilities. A Party must not sell or transfer assets to family members or other related Parties for the purposes of circumventing these compliance measures.

Where a Party finds him/herself to be in an Apparent, Potential or Real Conflict of Interest, he/she shall forthwith report same to the Executive Director or Chair of the Foundation, with sufficient details to identify the conflict.

Any Party who perceives another Party to be in a conflict of interest of any kind must report the perceived conflict to the Executive Director or Chair of the Foundation as soon as it comes to his or her attention.

Enforcement

Upon receiving a report of a conflict of any kind, the Executive Director or Chair of the Foundation shall convene a meeting of a committee of the Board, the membership of which shall vary from time to time, for the purposes of determining whether or not a conflict of interest exists and, if so, what, if any, measures should be taken in relation thereto. The decision of the committee shall take into account:

- (a) The Party's responsibilities;
- (b) The seriousness or sensitivity of the conflict;
- (c) The value and type of assets involved (if applicable); and
- (d) The actual cost of divesting assets (if applicable) as opposed to the potential for a conflict of interest.

Consequences of Breach of Conflict of Interest Rules

Upon a finding that a Party has failed to comply with the provisions of these Conflict of Interest Rules, the committee may impose appropriate disciplinary action up to and including discharge.

Any Party who fails to disclose a conflict of interest or otherwise breaches these Conflict of Interest Rules, shall not be entitled to any indemnification or compensation from the Foundation in the event of any action of any kind being successfully brought against such Party and the Foundation by a third party; and such party shall further indemnify the Foundation for any and all damages, costs, expenses, and other losses which may be incurred by the Foundation as a result of a successful action having been brought for the failure of the Party to declare the conflict or as a result of any other breach of these Conflict of Interest Rules by the Party.

Additional provisions for External Merit Reviewers

Declaration Of Conflict:

- (a) External Reviewers must arrange their private affairs and themselves in a manner to avoid a conflict of interest or the appearance of a conflict of interest. In cases where a conflict arises an External Reviewer has an obligation to declare a conflict of interest prior to the review, discussion or decision of a proposal.
- (b) Where an External Reviewer after receipt of a project proposal, determines that he/she is in conflict with regard to a proposal he/she shall immediately report it to the Proposal Review Manager of the Foundation and shall return the proposal to the Foundation for review by another External Reviewer.
- (c) Where a conflict of interest is discovered after consideration of a matter, the conflict must be declared to the Board of the Foundation and properly recorded at the first opportunity. The Board shall then determine what, if any, action should be taken.

CONFIDENTIALITY POLICY

Policy Statement

In recognition of the objects of The Aboriginal Healing Foundation arising from the legacy of physical and sexual abuse in residential schools, it is recognized that it is essential that all materials and information relating to the Foundation be kept in the strictest confidence. Therefore, no Party shall disclose any information or provide any materials relating to The Aboriginal Healing Foundation, including information which refers to the applicants for funding, their applications and any other sources of information gathered by the Foundation.

Principles

Confidentiality is important to the quality of the relationships between the Foundation and everyone with whom the Foundation has dealings. Ensuring confidentiality of privileged information is an important component of the mandate of the Foundation.

This Confidentiality Policy applies to all Parties who may have access to confidential information as a result of their involvement, directly or indirectly, with the Foundation. The obligation to maintain confidentiality is permanent, even after involvement with the Foundation has ceased. The confidentiality must be observed except when it is absolutely necessary for Parties to divulge information in the course their duties. Wherever possible, prior written approval from the Executive Director or Chair should be obtained for the release of such information. When a Party is in doubt as to whether or not certain information is confidential, no disclosure should be made without first seeking approval from the Executive Director or Chair.

Confidential information obtained by a Party as a result of their involvement with the Foundation is not to be used by the Party for the purpose of furthering any private interest, or as a means of making personal gains.

Confidential information includes, but is not limited to:

- (a) Any information, personal or otherwise, that may cause embarrassment or perceived harm to any person dealing with or providing information to the Foundation. Any information of a medical, private or secret nature shall be deemed to be confidential;
- (b) Business arrangements of the Foundation. Such business arrangements shall not be shared unless permission is granted by the Executive Director or Chair and then only if the sharing of information is in the best interests of the Foundation;
- (c) Information that is not for public consumption, including business plans, contracts, contribution agreements, funding arrangements and the administration of the Foundation that, if shared, could negatively harm or affect the business or reputation of the Foundation. In particular, information pertaining to finances or plans of the Foundation are deemed to be confidential;
- (d) Any information contained in a personnel file, including salary, benefits, family status, employee discipline, employee assistance or any other private aspect of the employee-employer relationship.

All Parties shall ensure that all information and materials in their possession relating to project proposals and the Foundation shall be maintained in a secure and confidential manner, shall not be copied and shall be returned to the Foundation.

Enforcement

Upon receiving information that there has been a breach of confidentiality by any Party, the Executive Director or Chair of the Foundation shall convene a meeting of a committee of the Board, the membership of which shall vary from time to time, for the purposes of determining whether or not a breach of confidentiality has occurred and if so, what, if any, measures should be taken in relation thereto.

Consequences of Breach of Confidentiality Policy

Upon a finding that a Party has failed to comply with the Confidentiality Policy of the Foundation, the committee may impose appropriate disciplinary action up to and including discharge.

Any Party who breaches the Confidentiality Policy of the Foundation shall not be entitled to any indemnification or compensation from the Foundation in the event of any action of any kind being successfully brought against such Party and the Foundation by a third party; and such Party shall further indemnify the Foundation for any and all damages, costs, expenses and other losses which may be incurred by the Foundation as a result of a successful action having been brought for the breach of this Confidentiality Policy by the Party.

OATH OF OFFICE

I, _____, do hereby solemnly swear to fulfil to the best of my ability the duties of my position with the Aboriginal Healing Foundation. I acknowledge that I have a responsibility, first and foremost, to the goals and objectives of the Aboriginal Healing Foundation. I commit myself to fulfilling my obligations and responsibilities in accordance with this Code of Conduct. Furthermore, I agree that I am bound by the Conflict of Interest Rules and Confidentiality Policy contained herein.

Signed

Date

Print Name

Location

Signature of Witness

Date

Print Name

Location

Aboriginal Healing Foundation
75 Albert Street, Suite 801, Ottawa, Ontario, K1P 5E7
Telephone: (613) 237-4441
Toll-free: (888) 725-8886
Facsimile: (613) 237-4442
Email: programs@ahf.ca
Website: www.ahf.ca



Helping Aboriginal people heal themselves from the Legacy of Residential Schools