



IMPACTFUL GOVERNANCE  
Community Interest Company

## Conflicts of Interest Policy November 2021

### Introduction

This policy applies to all Staff, Directors and Volunteers (Team members), and should be read in conjunction with the Declaration of Interest form and the Data Protection Policy.

### Aim

Directors have a legal obligation to act in the best interests of the Community Interest Company in all aspects, in accordance with the Community Interest Company's governing document and its Memorandum & Articles of Association. Consultants, Staff and volunteers have similar obligations to prioritise C.I.C. interests over and above any other organisation or personal interests whilst working for Impactful Governance, this includes Intellectual Property which remains the property of **Impactful Governance - Community Interest Company**.

### Declaration of Conflicts of Interest

Conflicts of Interest may arise when an individual's personal, professional or family interests and/or loyalties conflict with those of **Impactful Governance - Community Interest Company**. Such conflicts may create problems; they can:

1. inhibit free discussion
2. result in decisions or actions that are not in the best interest of the C.I.C.
3. risk giving the impression that the C.I.C. has acted improperly.

Accordingly, we ask all Consultants, staff and Directors to declare their interests and any gifts, benefits, associations or hospitality received in connection with their role in **Impactful Governance - Community Interest Company**. A declaration of interests form is provided at induction for this purpose, listing the types of interest you should declare.

Directors becoming aware of a new, actual or potential conflict of interest should give notice of it to the Chief Executive to enable him/her to update the Conflicts Register. The register will be accessible by application in writing to the Chief Executive.

Chief Executive must declare in his/her report for each Director Meeting, details of any contract/agreements to be entered into prior to the next Directors Meeting and any conflicts are identified from a check of the register.

If you are not sure what to declare, or whether/when your declaration needs to be updated, err on the side of caution. If you would like to discuss this issue, please contact the Chief Executive for confidential guidance.

## **Data Protection**

The information provided will be processed in accordance with the Data Protection Principles that are set out in the Data Protection Act 1998. Data will be processed only to ensure that Consultants, staff and Volunteers act in the best interest of **Impactful Governance - Community Interest Company**. The information provided will not be used for any other purpose, in accordance with the General Data Protection Register (GDPR) and not transferred outside the European Union.

## **What to do if you face a conflict of interest**

Any Team member, who has a financial interest in a matter or discussion should declare the nature of his/her interest and withdraw from the room, unless he/she has dispensation to speak or remain but not contribute to discussions.

If a Team member has any interest in the matter under discussion, which creates a real danger of bias, that is, the interest affects him/her, or a member of his/her household or family, more than the generality affected by the decision, he/she has to declare the nature of the interest and withdraw from the room, unless you have a dispensation to speak.

If a Team member has any other interest such as employment or appointment to the Board of another organisation, which might reasonably cause others to think it could influence their decisions, he/she should declare the nature of the interest, but may remain in the room, participate in the discussion.

Directors may, however, participate in discussion from which he/she may indirectly benefit, for example, where the benefits are universal to all users, or where the benefits are minimal.

If in doubt about the application of these rules, Team members should consult with the Chief Executive.

If Consultants or Management team members fail to declare an interest that is known, to the Directors and/or the Shareholders, the Chief Executive will declare that interest.

## **Decisions Taken Where a Consultants or Team has an Interest**

In the event of the Shareholders having to decide upon a question in which a Director or member of staff has an interest, all decisions will be made by vote, with a simple majority required. A Quorum must be present for the discussion and decision; interested parties will not be counted when deciding whether the meeting is quorate. All decisions under a conflict of interest will be recorded by the Chief Executive and reported in the minutes of the meeting. The report will record:

1. The nature and extent of the conflict
2. An outline of the discussion
3. The actions taken to manage the conflict

Where a Director benefits from the decision, this will be reported in the Annual Report and accounts in accordance with SORP.

Independent external moderation will be used where conflicts cannot be resolved through the usual procedures.

### **Managing Contracts**

If staff have a conflict of interest they must not be involved in managing or monitoring a contract in which they have an interest. Monitoring arrangements for such contracts will include provisions for an independent challenge of bills and invoices, and termination of the contract if the relationship is unsatisfactory.

**Good Governance is important for the reputation of Impactful Governance Community Interest Company. Undeclared conflicts of interest could result in the removal from the Team or disciplinary procedures for staff.**

### **Any existing contractual arrangements:**

Where the individual employee has included and agreed to previous projects under other external contracts, the employee warrants to Impactful Governance that it has obtained from the existing organisation a written and valid assignment of all existing and future Intellectual Property Rights in the said contract and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the said outside contract, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the employee any such rights in which the legal title has not passed (or will not pass) to the employee. The employee agrees to provide to existing contacting company a copy of this contract on or before the commencement appointment.

The employee assigns to Impactful Governance all existing and future Intellectual Property Rights in previous job role and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the employee holds any legal title in these rights and inventions on trust for any external existing contracts.

### **The employee warrants that:**

it has not given and will not give permission to any third party to use any of the employment, nor any of the Intellectual Property Rights in future employment; it is unaware of any use by any third party of any of the previous employment or Intellectual Property Rights in existing contracts; and the use of any knowledge or the Intellectual Property Rights in the previous contracts by the previous employers or contractors will not infringe the rights of any third party, and confirms that any individual organisation has given written undertakings in the same terms to the employee.

The employee acknowledges that no further remuneration or compensation other than that provided for in this contract is or may become due to the employee in respect of the performance of its obligations under this contract.

The employee undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Impactful Governance and at any time either during or after the engagement, as may, in the opinion of Impactful Governance be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of Impactful Governance and to defend Impactful Governance against claims that the job role embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Job role. The employee confirms that the Individual has given written undertakings in the same terms to the employer.

The employee hereby grants to Impactful Governance as part of this contract, right and licence to use the materials and documents, and all Intellectual Property Rights vested therein, that it uses or includes in the delivery of the Services, for the purposes of the Services only and for no other purposes.

The employee shall make use of the trademarks or identifying indicia of the other party during the course of the contract. Impactful Governance is the proprietor of the Intellectual Property Rights vested therein.

**Other activities**

Employees are now prevented from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during each Engagement **provided that** both during the term of this agreement and within a 5-mile radius of the physical office locations of Impactful Governance’ work for 6 months after its termination:

- such activity does not cause a breach of any of the employee’s obligations under this contract;
- the employee shall not, and shall procure that any Individual shall not, engage in any activity in direct competition with the Business of Impactful Governance – Community Interest Company or Impactful Futures Ltd, or actively engage with a business which is in direct competition with the Business of Impactful Governance – Community Interest Company or Impactful Futures Ltd, without the prior written consent of Impactful Governance; and
- the employee shall give priority to the provision of any services to Impactful Governance – Community Interest Company over any other business activities undertaken by employees during the course of each Engagement.
- Both during the term of contracts and for a period of 6 months after termination the employee shall refer any requests for additional or alternative engagements from Company clients to Impactful Governance and shall not, without the express written agreement of Impactful Governance – Community Interest Company, enter into any agreement to, or deliver, services that are in competition with the Business of Impactful Governance – Community Interest Company or Impactful Futures Ltd, to any Company client to whom they were introduced or with whom they worked during an engagement.

All training materials developed during the period of employment for the project remain the intellectual property of Impactful Governance and reserves the right to amend or revise the policy above in accordance with changes in custom and practice.

<b>Date of last review</b>	Nov 2021
<b>Date of next review</b>	Nov 2023
<b>Date it was first implemented</b>	Sept 2017
<b>Author(s)</b>	Directors
<b>Audience</b>	All Directors, Consultants, Employees & Volunteers
<b>Other relevant policies and/or procedures</b>	Data Retention, Whistle Blowing policy, Disciplinary policy, Data Retention Policy, Safeguarding Policy.
<b>Where it is saved</b>	<a href="http://www.ig-CIC.org.uk">www.ig-CIC.org.uk</a>