

# Toronto Lands Corporation

(the “Corporation”)

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Policy: TLC-CORP-PO0024

## POLICY REGARDING CONFLICT OF INTEREST AND CONFIDENTIALITY

(Adopted by the Board March 4, 2021)

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### RECITALS:

- A. The Toronto Lands Corporation (“**TLC**”) is bound by a Shareholder’s Direction the (“**Direction**”) issued by the Toronto District School Board (the “**TDSB**”) dated May 16, 2008 as further amended and restated November 28, 2018;
- B. The Direction contemplates that the Board of Directors of TLC (the “**TLC Board**”) will develop and implement various policies, including policies with respect to conflict of interest;
- C. TLC has adopted a policy regarding conflict of interest (the “**Original Policy**”) dated May 16, 2008 and the Original Policy provides that the TLC Board shall, from time to time, revisit the Original Policy and consider amendments as appropriate;
- D. The TLC Board has resolved to adopt the updated policy set out herein, effective as of March 4, 2021.

### Section 1 Definitions; Interpretation.

- (1) This updated Policy supersedes and replaces the Original Policy and the updated Policy effective August 31, 2010.
- (2) In this Policy, unless the context otherwise requires:

“**Chair**” means the Chair of the TLC Board appointed by the Toronto District School Board (TDSB) from the Citizen Directors of the TLC Board;

“**Child**” as defined in the *Municipal Conflict of Interest Act* means a child born within or outside marriage and includes an adopted child and an individual whom a parent has demonstrated a settled intention to treat as a child of his or her family;

“**Confidential Information**” shall include, but shall not be limited to all confidential, personal, legal advice or opinions, financial, or non-public information, written, electronic or oral, whether it is marked as such, regarding or relating to the business and affairs of TLC and TDSB and/or its Directors, Officers, Trustees, and any employee disclosed to or gained by an individual through any means of communication or observation by reason of the individual having the position of a Director,

Officer or Employee, as those positions are defined in this Policy, Chair of the Board of TDSB, Director of Education or designate or employee of TDSB;

“**Controlling Interest**” means the interest that an individual has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding;

“**Director**” means a director of the TLC who is either a Citizen or Trustee;

“**Employee**” means a Permanent or Term Employee of TLC, excluded from membership in a union;

“**Municipal Conflict of Interest Act**” means the *Municipal Conflict of Interest Act* (Ontario) as amended from time to time;

“**OBCA**” means the *Business Corporations Act* (Ontario). See Schedule E for Disclosure of Conflict of Interest pursuant to the OBCA;

“**Officer**” means an officer of the TLC, and includes the Chair, Vice-Chair, president, vice-president, Secretary, treasurer, assistant secretary, assistant treasurer, and the general manager of a corporation, and any other individual designated an officer of the TLC by by-law or by resolution of the TLC Board, or any other individual who performs functions for a corporation similar to those normally performed by an individual occupying any such office ;

“**Parent**” as defined in the *Municipal Conflict of Interest Act* means an individual who has demonstrated a settled intention to treat a child as a member of his or her family;

“**Pecuniary Interest**” includes, in respect of any matter considered by the TLC Board, or which includes a decision by or obligation of the TLC:

- i. A direct interest of a Director, Employee or Officer where the Director, Employee or Officer stands to benefit or suffer financially as a result of a decision by the TLC Board in respect of such matter regardless of whether there is any actual gain or loss to these individuals or TLC or TDSB suffers an actual loss;
- ii. an indirect interest of a Director, Employee or Officer where the Director, Employee or Officer
  - (A) is a shareholder, director or senior officer (as defined in the *Municipal Conflict of Interest Act*) of a corporation (if a public corporation only if a controlling interest as a shareholder) that has a pecuniary interest in the matter, (B) is a member of a body that has a pecuniary interest in the matter, or (c) is a partner or an employee of a Person or body that has a pecuniary interest in the matter

(iii) the direct or indirect pecuniary interest as defined above of a Parent, Child or Spouse of a Director, Employee, or Officer is deemed the pecuniary interest of a Director, Employee, or Officer, if known to them;

“**Person**” includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

“**Secretary**” means the Secretary of the TLC;

“**Spouse**” as defined in the *Municipal Conflict of Interest Act* means an individual to whom the individual is married or with whom the individual is living in a conjugal relationship outside marriage;

“**TDSB**” has the meaning ascribed thereto in the recitals hereto; “**TLC**” has the meaning ascribed thereto in the recitals hereto;

“**TLC Board**” has the meaning ascribed thereto in the recitals hereto;

“**Trustee**” means an elected or appointed member of the Board of Trustees of the TDSB within the meaning of the *Education Act (Ontario)*;

“**Vice-Chair**” means a Director on the TLC Board appointed by the Board from the Citizen Directors.

- (3) Any reference in this Policy to gender includes all genders and words imparting the singular number only include the plural and vice versa.
- (4) In this Policy, the words “**including**” and “**includes**” mean “**including (or includes) without limitation**”.
- (5) Any reference in this Policy to the “Policy” refers to this Policy and includes all Schedules to this Policy.

## **Section 2 Application of Policy and Exemptions.**

- (1) All Directors, Employees, and Officers shall at all times abide by this Policy.
- (2) This Policy is in addition to, and in no way derogates from, any applicable statutory provisions, regulations or by-laws, including the OBCA and *Municipal Conflict of Interest Act*.
- (3) The Chair may interpret the provisions of this Policy from time to time, and the interpretation of any provisions hereof by the Chair shall be final and conclusive for the purposes of this Policy. However, Directors should be aware of their obligations under the *Municipal Conflict of Interest Act* and the actions to enforce it that may be taken by an elector and the powers of a judge if a Director is found

to have breached that Act. As well, Directors and Officers have obligations pursuant to the OBCA. The Chair shall be entitled to seek such legal and other advice as it, from time to time, determines to be necessary or desirable in order to enable them to carry out their responsibilities.

- (4) Where a conflict of interest or breach of this Policy involves the Chair, the powers and duties of the Chair under this Policy shall be exercised by the Vice-Chair.
- (5) The Chair and the Vice-Chair, in the exercise of any powers or duties under this Policy, may refer any matter to the TLC Board or the Nominating & Governance Committee of the TLC Board for consideration and approval.

### **Section 3 Conflicts.**

- (1) Each Director, Employee and Officer shall, except as permitted by this Policy, endeavor to avoid actual, potential, or apparent conflicts of interest as described in Pecuniary Interest. However, it is anticipated that actual or apparent conflicts may arise periodically. If/when this occurs, the affected Director, Employee or Officer shall identify and disclose such actual, potential or apparent conflicts in accordance with Section 5 of this Policy. The reporting obligations in section 5 of the *Municipal Conflict of Interest Act* do not apply to a Pecuniary Interest in any matters contained in the list of exceptions found in Section 4 of the *Municipal Conflict of Interest Act* (a copy of which is attached hereto as Schedule "A").
- (2) In any case of doubt with respect to whether a matter is a conflict of interest or how a conflict should be addressed, the Chair shall be consulted.
- (3) Supplemental procedures with respect to conflicts of interest in particular circumstances are attached hereto as Schedule "D", which forms an integral part of this Policy.

### **Section 4 Prohibited Activities.**

Subject to any exemption permitted by the Chair pursuant to Section 2(3) of this Policy (note any exemption granted by the Chair for the purposes of this Policy may not be an exemption of a Director's obligations under the *Municipal Conflict of Interest Act*), no Director, Employee, or Officer shall take any steps or engage in any conduct which could compromise his or her ability to discharge his or her duties to the TLC, and in particular, no Officer, Employee, or Director shall:

- (a) engage, directly or indirectly, in any personal business transaction, investment or private arrangement for personal profit or benefit which accrues from or is based upon his or her official position or authority or upon confidential or non-public information which he or she gains by reason of such position or authority;
- (b) divulge Confidential Information, to any unauthorized Person, unless required by law or authorized by TLC. The substance of deliberations of a meeting closed to the public will remain confidential forever even after a decision is made public;

- (c) use any electronic device to access Confidential Information that is not password/facial recognition protected and encrypted, including any shared devices;
- (d) retain any paper copies of Confidential Information, except as permitted by TLC and will be destroyed as required by TLC;
- (e) accept the services of any Person who is currently or who may in the future reasonably be expected to provide goods or services to the TLC or the TDSB on terms more favourable than those generally available from such Person;
- (f) accept any donation, gift, hospitality or other benefits from any Person which could be reasonably expected to influence his or her judgement in relation to the work they do for TLC or , in the case of an Employee, the performance of their duties;
- (g) attempt in any way to influence any vote of the TLC Board, or any other decision-making process, with respect to a matter where he or she has a Pecuniary Interest;
- (h) in the case of an Employee, the Employee shall not be involved in any decision-making process with respect to a matter that they are able to influence in the course of their duties if they have a Pecuniary Interest;
- (i) accept any appointment or employment which creates or appears to create inherently conflicting responsibilities; or
- (j) engage in any conduct which violates the conflict of interest provisions of any applicable legislation, including the OBCA. The OBCA applies to Directors and Officers.

## **Section 5 Reporting Obligations.**

- (1) Each Director and Officer (other than an Employee) shall immediately disclose, and no later than prior to any consideration of a matter at a TLC Board or committee meeting, (verbally, and as soon as practicable, in writing, substantially in the form annexed hereto as Schedule “F”) any actual, potential or apparent Pecuniary Interest they may have in a matter to be considered by the TLC Board or committee and the general nature of it. Such disclosure shall be made to the Chair, with a copy to be provided to the Secretary. The *Municipal Conflict of Interest Act* requires that a written statement of the Pecuniary Interest be filed by a Director with the Secretary at each meeting that a matter is considered to which they have a conflict, or as soon as possible afterwards.
- (2) Each Employee shall immediately disclose any actual, potential or apparent Pecuniary Interest they may have in a matter related to the responsibilities of TLC, including Leasing; Real Estate and Land Use Planning with respect to property owned by the TDSB or to be purchased or developed by them. The TLC Chief Executive Officer shall report to the Chair verbally, and as soon as practicable, in writing describing the general nature of the interest, substantially in the form annexed hereto as Schedule “F”. In addition, the Chief Executive Officer shall comply with s.132 of the OBCA. All

other Employees shall report the same information to the TLC Chief Executive Officer. If any of those Employees are also an Officer, they shall comply with s.132 of the OBCA as well.

- (3) Each Director, Officer, and Employee shall immediately report to the Chair and to the Chief Executive Office, in the case of an Employee, (verbally, and as soon as practicable, in writing with a copy to be provided to the Secretary) any breach of this Policy of which he or she becomes aware.
- (4) At the time of taking office as a Director or Officer, or being employed by TLC, each Director, Employee, and Officer shall file an undertaking substantially in the form annexed hereto as Schedule “B”. As at December 31 of each year thereafter, each Director, Employee, and Officer shall file a certificate of compliance substantially in the form annexed hereto as Schedule “C”. All such filings shall be made with the Chair, and with the Chief Executive Officer, in the case of an Employee, with a copy to be provided to the Secretary.

#### **Section 6 Conflicts – OBCA.**

Where a Director or Officer discloses a matter under Section 5(1) hereof and such matter is described by Section 132 (1) of the OBCA, (a copy of which is attached hereto as Schedule “E”), the Director or Officer shall comply with the provisions of the OBCA in respect of such matter, including, filing written disclosure of a conflict of interest substantially in the form annexed hereto as Schedule “F”, and in the case of a Director, not attending any portion of a meeting of the TLC Board at which such matter is discussed and not voting on any resolution of the TLC Board with respect to such matter. The Chair may require that measures in addition to those imposed by the OBCA be complied with by the Director or Officer in connection with the matter disclosed.

#### **Section 7 Conflicts – Other than OBCA.**

Subject to Section 9 hereof, where a Director discloses a matter under Section 5(1) hereof, and such matter is not a matter described by Section 132(1) of the OBCA, then the Chair shall determine what measures shall be imposed to deal with the matter disclosed, and such measures may, in the case of a Director, include requiring that the Director affected not attend any portion of any meeting of the TLC Board at which such matter is being discussed and/or that such Director not vote on any resolution of the TLC Board with respect to such matter.

#### **Section 8 Other Compliance Measures.**

The Chair may impose other compliance measures in respect of any matter which, in its view, creates or constitutes an actual or apparent conflict of interest.

#### **Section 9 Procedure at Meetings.**

- (1) The Chair shall ask for declarations of conflict of interest defined as Pecuniary Interest at the beginning of each meeting of the TLC Board and chairs shall do the same at committee meetings, at which time Directors in attendance shall declare any conflicts or potential conflicts relating to agenda

items as required by the *Municipal Conflict of Interest Act* and the minutes of the meeting shall reflect the declaration. In addition, Directors shall:

- (a) Not take part in the discussion of, or vote on any question in respect of the matter;
  - (b) Shall not attempt in any way whether before, during or after the meeting to influence the voting on any such matter;
  - (c) Shall leave the part of the meeting, if it is not open to the public, during which the matter is under consideration; and
  - (d) If the interest has not been disclosed by reason of the Director's absence from the meeting, the Director shall disclose the interest at the next meeting they attend.
- (2) The Chair will report on any conflict of interest issues that have arisen since the previous meeting of the TLC Board and how they will be, or have been, resolved. All declarations of actual or apparent conflicts, and their subsequent treatment, shall be recorded in the minutes of meetings of the TLC Board. The TLC Board will review this record annually to ensure that actual or apparent conflicts are being dealt with effectively.

**Section 10 Periodic Review of Policy.**

From time to time at the request of the Chair or any Director, the TLC Board shall revisit this Policy and consider and implement amendments as appropriate.

**Section 11 Non-Compliance.**

The failure to comply with any of the provisions of this Policy by a Director, Employee or Officer may be the cause of disciplinary or other appropriate action, including termination of his or her appointment or, as applicable, employment.

ADOPTED by the TLC Board the day of March 4, 2021.

Chair

Secretary

## **SCHEDULE “A”**

### **Section 4 of the Municipal Conflict of Interest Act (Ontario)**

Section 5 does not apply to a pecuniary interest in any matter that a member may have:

- (a) as a user of any public utility service supplied to the member by the municipality or local board in like manner and subject to the like conditions as are applicable in the case of persons who are not members;
- (b) by reason of the member being entitled to receive on terms common to other persons any service or commodity or any subsidy, loan or other such benefit offered by the municipality or local board;
- (c) by reason of the member purchasing or owning a debenture of the municipality or local board;
- (d) by reason of the member having made a deposit with the municipality or local board, the whole or part of which is or may be returnable to the member in like manner as such a deposit is or may be returnable to all other electors;
- (e) by reason of having an interest in any property affected by a work under the Drainage Act or by a work under a regulation made under Part XII of the Municipal Act, 2001 or Part IX of the City of Toronto Act, 2006, as the case may be, relating to local improvements;
- (f) by reason of having an interest in farmlands that are exempted from taxation for certain expenditures under the Assessment Act;
- (g) by reason of the member being eligible for election or appointment to fill a vacancy, office or position in the council or local board when the council or local board is empowered or required by any general or special Act to fill such vacancy, office or position;
- (h) by reason only of the member being a director or senior officer of a corporation incorporated for the purpose of carrying on business for and on behalf of the municipality or local board or by reason only of the member being a member of a board, commission, or other body as an appointee of a council or local board;
- (i) in respect of an allowance for attendance at meetings, or any other allowance, honorarium, remuneration, salary or benefit to which the member may be entitled by reason of being a member or as a member of a volunteer fire brigade, as the case may be;
- (j) by reason of the member having a pecuniary interest which is an interest in common with electors generally; or
- (k) by reason only of an interest of the member which is so remote or insignificant in its nature that it cannot reasonably be regarded as likely to influence the member.

#### **“elector” means**

- (a) in respect of a municipality, or a local board thereof, other than a school board, a person entitled to vote at a municipal election in the municipality, and



- (b) in respect of a school board, a person entitled to vote at the election of members of the school board; ...

“**local board**” means a school board, board of directors of a children’s aid society, committee of adjustment, conservation authority, court of revision, land division committee, municipal service board, public library board, board of management of an improvement area, board of health, police services board, planning board, district social services administration board, trustees of a police village, board of trustees of a police village, board or committee of management of a home for the aged, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act in respect of any of the affairs or purposes, including school purposes, of one or more municipalities or parts thereof, but does not include a committee of management of a community recreation centre appointed by a school board or a local roads board; ...

“**member**” means a member of a council or of a local board; ...

“**municipality**” includes a board, commission or other local authority exercising any power in respect of municipal affairs or purposes, including school purposes, in territory without municipal organization, but does not include a committee of management of a community recreation centre appointed by a school board, a local roads board or a local services board;

“**school board**” means a board as defined in subsection 1 (1) of the *Education Act*, and, where the context requires, includes an old board within the meaning of subsection 1 (1) of the *Education Act*; ...

**SCHEDULE “B”  
UNDERTAKING**

**To: Chair [or Chief Executive Officer if Employee], Toronto Lands Corporation**

I have read and understand the provisions of the Conflict of Interest and Confidentiality Policy (the “**Policy**”) of the Toronto Lands Corporation and undertake to observe them. In the case of the Chair of the Board of TDSB and the Director of Education or designate of TDSB, they are required to abide by Section 15(2) of Schedule “D” (Conflict of Interest and Confidential Information Supplemental Procedures).

I undertake not to divulge Confidential Information (defined to include, but shall not be limited to, all confidential, personal, legal advice or opinions, financial, or non-public information, written, electronic or oral, whether it is marked as such, regarding or relating to the business and affairs of TLC and TDSB and/or its Directors, Officers, Trustees, and any employee disclosed to or gained by me through any means of communication or observation by reason of my position as [**Director, Officer, Employee, Chair of the Board of TDSB or Director of Education or designate of TDSB**], to any unauthorized Person, unless required by law or authorized by TLC. The substance of deliberations of a meeting closed to the public will remain confidential forever even after a decision is made public and/or I am no longer a [**Director/Officer/Employee/Chair of the Board of TDSB/Director of Education or designate of TDSB**]

I acknowledge that failure to comply with any obligations under the Policy or this Undertaking will be grounds for disciplinary action, including termination of my appointment or complaint under the TDSB Trustee Code of Conduct, or as applicable, my employment with TLC or TDSB.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ .

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

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cc: Secretary, Toronto Lands Corporation

**SCHEDULE “C”  
CERTIFICATE OF COMPLIANCE**

**To: Chair [ or to Chief Executive Officer if Employee], Toronto Lands Corporation**

I have read and understood the provisions of the Conflict of Interest and Confidentiality Policy (the “**Policy**”) of the Toronto Lands Corporation and confirm that I have observed them at all times and, in the case of the Chair of the Board of TDSB and the Director of Education or designate of TDSB, I have observed the provisions of Section 15(2) of Schedule “D” (Conflict of Interest and Confidential Information Supplemental Procedures).

I confirm that I have not divulged Confidential Information (defined to include, but shall not be limited to, all confidential, personal, legal advice or opinions, financial, or non-public information, written, electronic or oral, whether it is marked as such, regarding or relating to the business and affairs of TLC and TDSB and/or its Directors, Officers, Trustees, and any employee disclosed to or gained by me through any means of communication or observation by reason of my position as [**Director, Officer, Employee, Chair of the Board of TDSB or Director of Education or designate of TDSB**]), to any unauthorized Person, unless required by law or authorized by TLC. The substance of deliberations of a meeting closed to the public will remain confidential forever even after a decision is made public and/or I am no longer a [**Director/Employee/Officer/Chair of the Board of TDSB/Director of Education or designate of TDSB**]

I acknowledge that failure to comply with my obligations under the Policy, including any misrepresentation in this Certificate of Compliance, will be grounds for disciplinary action, including termination of my appointment or complaint under the TDSB Trustee Code of Conduct, or as applicable, my employment with TLC or TDSB.

Dated this \_\_\_\_ day of \_\_, 20\_\_.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

cc: Secretary, Toronto Lands Corporation

## **SCHEDULE “D”**

### **CONFLICT OF INTEREST AND CONFIDENTIAL INFORMATION SUPPLEMENTAL PROCEDURES**

#### **Section 12 General.**

- (1) For the avoidance of doubt, the provisions of Section 2 and subsection 3(2) of the Policy also apply to these Procedures.

#### **Section 13 Disclosure of Conflicts.**

- (1) Prior to, or at the time of election or appointment as a Director or Officer, each Director or Officer shall provide a general notice of material interests, substantially in the form annexed hereto as Appendix “A”. The notice of material interests shall set out each Person in which the Director or Officer has a material interest and which, in the assessment of the Director or Officer, may potentially give rise to an actual or apparent conflict of interest with their duties and responsibilities to the TLC. A material interest includes acting as a shareholder, director, officer, member, partner or employee of a Person or another relationship that may give rise to a Pecuniary Interest, including a Pecuniary Interest of a parent, spouse or child of a Director or Officer. Disclosure of a material interest in accordance with this subsection shall, with respect to that interest, constitute general notice of material interest in accordance with subsection 132(6) of the OBCA, (a copy of which is attached hereto as Schedule E).
- (2) As at December 31 of each year following the election or appointment of a Director or Officer, or as requested by the TLC, each Director or Officer shall review and update the general notice of material interests required under subsection 13(1).
- (3) Where a Director has advance knowledge of an actual or apparent conflict of interest in a matter to be considered by the TLC Board (or a committee of the TLC Board), the Director shall (i) inform the Chair of their interest at the earliest opportunity and, where possible, prior to any discussion or consideration of the matter by the TLC Board or committee; (ii) request that the nature and extent of the interest be noted in the minutes of the meeting of the TLC Board or committee; (iii) absent themselves from any discussion, leave the meeting if it is closed to the public, and not vote on the matter at any meetings of the TLC Board or committee; (iv) file with the Secretary, at the meeting, or as soon as possible afterwards, a written statement of the Pecuniary Interest, substantially in the form annexed hereto as Schedule “F”; and (v) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such matter.
- (4) Where a Director does not have advance knowledge and becomes aware of an actual or apparent conflict of interest during the course of a meeting of the TLC Board (or a committee of the TLC Board), the Director shall (i) immediately inform the Chair (or the chair of the meeting) of their interest; and follow paragraphs (ii) to (v) of Section 13 (3) hereof . If a Director is absent from a meeting where a matter was discussed that they had a Pecuniary Interest, this must be disclosed and recorded in the minutes of the next meeting they attend and the written statement must be filed with the Secretary.

- (5) Where a Director or Officer becomes aware of an actual or apparent conflict of interest in a matter being considered by the management of the TLC and which, in the ordinary course of business would not require approval by the TLC Board (or a committee of the TLC Board), the Director or Officer shall immediately inform the Chair of their interest and the Chair may impose such compliance measures as it deems appropriate, including a requirement that the nature and extent of the interest be noted in the minutes of the next meeting of the TLC Board.
- (6) In the event the Chair has an actual or apparent conflict of interest, the disclosure required by subsections 13(3), 13(4) and 13(5) shall be made to the Vice-Chair.
- (7) The Chair shall be informed immediately in writing of any disclosure made under subsection 13(4) at a meeting of a committee of the TLC Board.

#### **Section 14 Transactions with the Corporation.**

- (1) Notwithstanding any other provision of the Policy or these Procedures, no Director or Officer or any Person in which a Director or Officer has a Pecuniary Interest shall enter into any contract or transaction with the TLC, including a purchase or proposed purchase of any Disposition Property (as defined in the Direction), without the express approval of the TLC Board.
- (2) The TLC Board may provide that any approval given under subsection 14(1) be subject to conditions or additional compliance measures, including valuation/audit requirements relating to the transaction or requiring undertakings or appropriate ethical screens.

#### **Section 15 Confidential Information.**

- (1) In addition to any other measures required by the OBCA, the Policy or these Procedures, the Chair may impose additional measures and procedures to safeguard Confidential Information, including restricted communications, controlled circulation of documents and confidentiality undertakings with respect to any Director, Officer or other Person.
- (2) In accordance with s.4.2 of the Shareholder's Direction from the TDSB to the TLC, as amended and restated on November 28, 2018, the Chair of the Board of the TDSB and Director of Education or designate of TDSB are entitled to attend all TLC Board meetings and to receive all notices of such meetings and all reports and other correspondence which are distributed to members of the TLC Board. TLC Board meetings are not open to the public. The Chair of the Board of the TDSB and the Director of Education or designate of the TDSB shall:
  - (a) abide by the prohibited activities in Section 4 (b), (c) and (d) of this Policy regarding the non-disclosure of Confidential Information.
  - (b) upon taking office as the Chair or Director of Education and designate of TDSB file an undertaking substantially in the form annexed hereto as Schedule "B".

- (c) as at December 31 of each year thereafter, file a certificate of compliance substantially in the form annexed hereto as Schedule “C”;  
and
  - (d) make all filings with the Chair and a copy with the Secretary.
- (3) The Director of Education of the TDSB shall require any employee who receives or obtains Confidential Information to complete the undertaking substantially in the form annexed hereto as Schedule “G” and the Director of Education shall file the undertakings with Chair and copy with the Secretary.
- (4) Where a Director or Officer has disclosed an actual or apparent conflict of interest in relation to a Disposition Property, the Chair shall prescribe additional measures to safeguard Confidential Information relating to the Disposition Property.

**Section 16 Gifts.**

- (1) Without limiting the generality of subsection 4(f) of the Policy, no Director, Employee, or Officer shall solicit or accept, directly or indirectly, any money, gifts, entertainment, hospitality, favours or other benefits from any Persons who are dealing with, or propose to deal with the TLC. Any such gifts shall be returned immediately and reported to the Chair.

**Section 17 Departing Directors and Officers.**

- (1) Departing Directors and Officers shall endeavour to avoid any employment or other relationship that gives rise to an actual or apparent conflict of interest with their previous office or a potential breach of their obligations regarding Confidential Information. Any such employment or relationship shall be disclosed to the Chair and the Chair may impose such compliance measures as it deems appropriate.

**Appendix "A"**

**NOTICE OF MATERIAL INTERESTS**

To: Chair, Toronto Lands Corporation

In accordance with the provisions of the Conflict of Interest and Confidentiality Policy and Conflict of Interest Supplemental Procedures of the Toronto Lands Corporation and subsection 132(6) of the *Business Corporations Act* (Ontario), the following are Persons in which I have a material interest:

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ .

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

cc: Secretary, Toronto Lands Corporation

## **SCHEDULE “E”**

### **Section 132 of the Ontario Business Corporations Act**

#### **Disclosure: conflict of interest**

**132** (1) A director or officer of a corporation who,

- (a) is a party to a material contract or transaction or proposed material contract or transaction with the corporation; or
- (b) is a director or an officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the corporation,

shall disclose in writing to the corporation or request to have entered in the minutes of meetings of directors the nature and extent of his or her interest. R.S.O. 1990, c. B.16, s. 132 (1).

#### **by director**

(2) The disclosure required by subsection (1) shall be made, in the case of a director,

- (a) at the meeting at which a proposed contract or transaction is first considered;
- (b) if the director was not then interested in a proposed contract or transaction, at the first meeting after he or she becomes so interested;
- (c) if the director becomes interested after a contract is made or a transaction is entered into, at the first meeting after he or she becomes so interested; or
- (d) if a person who is interested in a contract or transaction later becomes a director, at the first meeting after he or she becomes a director. R.S.O. 1990, c. B.16, s. 132 (2).

#### **by officer**

(3) The disclosure required by subsection (1) shall be made, in the case of an officer who is not a director,

- (a) forthwith after the officer becomes aware that the contract or transaction or proposed contract or transaction is to be considered or has been considered at a meeting of directors;
- (b) if the officer becomes interested after a contract is made or a transaction is entered into, forthwith after he or she becomes so interested; or
- (c) if a person who is interested in a contract or transaction later becomes an officer, forthwith after he or she becomes an officer. R.S.O. 1990, c. B.16, s. 132 (3).

#### **Where contract or transaction does not require approval**

(4) Despite subsections (2) and (3), where subsection (1) applies to a director or officer in respect of a material contract or transaction or proposed material contract or transaction that, in the ordinary course



of the corporation's business, would not require approval by the directors or shareholders, the director or officer shall disclose in writing to the corporation or request to have entered in the minutes of meetings of directors the nature and extent of his or her interest forthwith after the director or officer becomes aware of the contract or transaction or proposed contract or transaction. R.S.O. 1990, c. B.16, s. 132 (4).

### **Director not to vote**

(5) A director referred to in subsection (1) shall not attend any part of a meeting of directors during which the contract or transaction is discussed and shall not vote on any resolution to approve the contract or transaction unless the contract or transaction is,

- (a) one relating primarily to his or her remuneration as a director of the corporation or an affiliate;
- (b) one for indemnity or insurance under section 136; or
- (c) one with an affiliate. 2006, c. 34, Sched. B, s. 23 (1).

### **Remaining directors deemed quorum**

(5.1) If no quorum exists for the purpose of voting on a resolution to approve a contract or transaction only because a director is not permitted to be present at the meeting by reason of subsection (5), the remaining directors shall be deemed to constitute a quorum for the purposes of voting on the resolution. 2006, c. 34, Sched. B, s. 23 (2).

### **Shareholder approval**

(5.2) Where all of the directors are required to make disclosure under subsection (1), the contract or transaction may be approved only by the shareholders. 2006, c. 34, Sched. B, s. 23 (2).

### **Continuing disclosure**

(6) For the purposes of this section, a general notice to the directors by a director or officer disclosing that he or she is a director or officer of or has a material interest in a person, or that there has been a material change in the director's or officer's interest in the person, and is to be regarded as interested in any contract made or any transaction entered into with that person, is sufficient disclosure of interest in relation to any such contract or transaction. 2006, c. 34, Sched. B, s. 23 (3).

### **Effect of disclosure**

(7) Where a material contract is made or a material transaction is entered into between a corporation and a director or officer of the corporation, or between a corporation and another person of which a director or officer of the corporation is a director or officer or in which he or she has a material interest,

- (a) the director or officer is not accountable to the corporation or its shareholders for any profit or gain realized from the contract or transaction; and
- (b) the contract or transaction is neither void nor voidable,

by reason only of that relationship or by reason only that the director is present at or is counted to determine the presence of a quorum at the meeting of directors that authorized the contract or transaction, if the director or officer disclosed his or her interest in accordance with subsection (2), (3), (4) or (6), as the case may be, and the contract or transaction was reasonable and fair to the corporation at the time it was so approved. R.S.O. 1990, c. B.16, s. 132 (7).

### **Confirmation by shareholders**

(8) Despite anything in this section, a director or officer, acting honestly and in good faith, is not accountable to the corporation or to its shareholders for any profit or gain realized from any such contract or transaction by reason only of his or her holding the office of director or officer, and the contract or transaction, if it was reasonable and fair to the corporation at the time it was approved, is not by reason only of the director's or officer's interest therein void or voidable, where,

- (a) the contract or transaction is confirmed or approved by special resolution at a meeting of the shareholders duly called for that purpose; and
- (b) the nature and extent of the director's or officer's interest in the contract or transaction are disclosed in reasonable detail in the notice calling the meeting or in the information circular required by section 112. R.S.O. 1990, c. B.16, s. 132 (8).

### **Court setting aside contract**

(9) Subject to subsections (7) and (8), where a director or officer of a corporation fails to disclose his or her interest in a material contract or transaction in accordance with this section or otherwise fails to comply with this section, the corporation or a shareholder of the corporation, or, in the case of an offering corporation, the Commission may apply to the court for an order setting aside the contract or transaction and directing that the director or officer account to the corporation for any profit or gain realized and upon such application the court may so order or make such other order as it thinks fit. R.S.O. 1990, c. B.16, s. 132 (9).

### **Section Amendments with date in force**

“officer” means an officer designated under section 133 and includes the chair of the board of directors, a vice-chair of the board of directors, the president, a vice-president, the secretary, an assistant secretary, the treasurer, an assistant treasurer and the general manager of a corporation, and any other individual designated an officer of a corporation by by-law or by resolution of the directors or any other individual who performs functions for a corporation similar to those normally performed by an individual occupying any such office; (“dirigeant”)

**SCHEDULE "F"**

**STATEMENT OF CONFLICT OF INTEREST**

To: Chair, Toronto Land Corporation

**NAME:**

**POSITION: DIRECTOR/OFFICER OR EMPLOYEE** [Circle one]

**TYPE OF MEETING: BOARD/COMMITTEE [NAME]** [Circle one]

**DATE OF MEETING AT WHICH MATTER CONSIDERED:**

**DATE BECAME AWARE OF INTEREST OR ACQUIRED THE INTEREST:**

**DATE OF MEETING AT WHICH INTEREST DECLARED:**

**DESCRIBE TLC SUBJECT MATTER/CONTRACT/TRANSACTION/PROPERTY:**

**DESCRIBE GENERAL NATURE OF INTEREST** [Type of Pecuniary Interest (direct, indirect, deemed); Type of Relationship (child, parent, spouse, corporation, partnership, association, etc., employee, director, shareholder, etc. See definition of Pecuniary Interest in Policy and description of conflict of interest in s.132 in Schedule E):

Dated this     day of                     , 202\_.

NAME:\_\_\_\_\_

SIGNATURE:\_\_\_\_\_

cc Secretary, Toronto Land Corporation

**SCHEDULE "G"**

**UNDERTAKING OF TDSB EMPLOYEE**

**To: Director of Education of TDSB**

I undertake not to ever divulge even after I am no longer an employee of TDSB, Confidential Information (defined to include, but shall not be limited to, all confidential, personal, legal advice or opinions, financial, or non-public information, written, electronic or oral, whether it is marked as such, regarding or relating to the business and affairs of TLC and TDSB and/or its Directors, Officers, Trustees, and any employee disclosed to or gained by me through any means of communication or observation by reason of my position as an employee of TDSB to any unauthorized person (including individuals, corporations, partnerships, associations or other entities), unless required by law or authorized by TLC.

I acknowledge that failure to comply with this undertaking will be grounds for disciplinary action, including termination of my employment with TDSB.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ .

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_