



MCC Code of Business Conduct

1. Objective

The Medical Council of Canada (“MCC”) is a Canadian registered charity whose principal operations include assessing medical students and graduates through various examinations that are administered in Canada and around the world.

Integrity and preserving the trust that has been placed in the MCC are at the core of the MCC’s operations. As an organization, we also value diversity and the benefit of combining the unique qualities and strengths that are inherent in a diverse workforce. It is the intention of the MCC to maintain a culture that encourages engagement, collaboration and respectful communication.

This Code of Business Conduct (“Code”) is based on those values, practices and ethical behaviours, and it sets out the principles, standards and behaviours to which we hold ourselves and others accountable.

2. Application

This Code applies to:

- Members of Council of the MCC, including its committees and working groups;
- Members of examination and test committees;
- Examination staff and other onsite contract staff; and
- External vendors, contractors and consultants.

For purposes of this Code, the foregoing individuals, corporations, trusts, or partnerships, are collectively referred to as “Persons” or individually as a “Person”.

If there is an agreement between the MCC and a Person that addresses any of the subjects in this Code (e.g., the treatment of confidential information), the terms and conditions of the agreement will prevail in the event of any ambiguity or conflict between the agreement and this Code.

Further, due to their employment relationships, Persons may also be bound by corporate or academic codes of conduct or related policies. This Code is not intended to supersede or replace those codes or policies, which continue to apply to Persons while they are acting in their capacity as employees of their employer (other than the MCC). Instead, this Code applies to Persons when they are acting for or on behalf of the MCC, whether on MCC premises or not, or during regular working hours or not.

3. Legal and ethical standards

In their interactions or involvement with the MCC, each Person must, at all times, act honestly, with integrity, and in a manner that will bear the closest public scrutiny. All Persons must conduct

themselves in accordance with all applicable laws (including, if the Person is an employer, all applicable employment laws). Even where this Code does not address a particular situation, all Persons must act in accordance with the principles specified herein.

3.1 Conflicts of Interest

A conflict of interest can be defined as a situation, whether actual or perceived, where the personal, professional, or business interests of a Person (including their family members, friends or colleagues) may conflict with the interests of the MCC. The following are examples of situations where an actual, perceived or potential conflict of interest may be present:

- a test committee member has a child or other close relative attending medical school;
- a Member of Council is given an expensive gift by a person who wishes to receive a contract from the MCC.

All Persons must attempt to avoid any actions or situations that could result in a conflict of interest. Where a Person identifies an actual, perceived or potential conflict of interest (whether or not the Person is the subject of the conflict of interest), the Person must promptly report the conflict of interest in writing to the Executive Director of the MCC at coi@mcc.ca. The Executive Director, with the assistance of impartial MCC staff, will then make a determination as to what further actions may need to be taken. Depending on the materiality of the conflict of interest (or perceived conflict of interest), the MCC may, without limiting any of its potential actions or remedies, require:

- the applicable Person(s) to declare the conflict to all relevant parties before participating in the discussions, decisions, or processes relating to the conflict;
- that the applicable Person(s) be given reduced access to information that is pertinent to the conflict;
- that the applicable Person(s) withdraw from any and all relevant discussions, decisions or processes; and/or
- that the applicable Person(s) withdraw from or cease specified MCC activities for a period of time to be determined by the MCC.

3.2 Insider information

No Persons shall take personal advantage of, or benefit from, any MCC information that is not generally available to the public and that is obtained through their involvement with the MCC.

3.3 Gifts and entertainment

Those Persons who are paid to provide goods or services to the MCC must not give or offer to give any gift, gratuity, entertainment, hospitality or benefit that could influence or appear to influence an MCC employee's ability to make decisions that are in the best interests of the MCC. Subject to the foregoing, these requirements are not intended to preclude the exchange of any gift, gratuity, entertainment, hospitality or benefit that is given infrequently, is lawful, is of a minimal value, and would commonly be exchanged in a business relationship.

3.4 Anti-bribery and corruption

All forms of bribery, extortion, kickbacks, corruption, embezzlement, or other improper attempts to gain influence, are strictly prohibited by the MCC.

3.5 Business records and fraud

It is the responsibility of all Persons to submit accurate records to the MCC. Falsifying invoices, travel claims, or other records is considered to be a fraudulent activity and puts the MCC at financial and reputational risk. While honest mistakes may occur from time to time, intentional efforts to mispresent records will be deemed to be a breach of this Code.

4. Standards of conduct

4.1 Respectful workplace

All Persons have a role to play in maintaining the MCC's culture of openness, honesty and transparency. That culture is underpinned by a respectful workplace. To ensure that the MCC remains a healthy, safe, respectful and inclusive environment, the MCC workplace (or any place where the operations of the MCC are conducted) must be free of violence, discrimination, personal and sexual harassment, intimidation, humiliation, or disrespectful or demeaning behaviour. Violence, discrimination and harassment can take many forms including physical actions, spoken or written words or media. Such behaviour could also take the form of engaging in a course of vexatious comments or conduct related to one or more of the grounds prohibited by applicable human rights legislation, including a person's characteristics such as age, race, colour, religion, sex (gender), sexual orientation, status, national or ethnic origin, physical or mental disability or any other prohibited grounds recognized by law.

Any threats or acts of violence, discrimination or harassment will not be tolerated by the MCC, and should immediately be brought to the attention of an impartial staff member of the MCC.

4.2 Confidentiality and privacy

During their involvement with the MCC, Persons may have access to confidential information, personal information (i.e., any information that refers to an identifiable individual, such as name, date of birth, residential address, phone number, and MINC), and other information that is proprietary to the MCC (collectively, "Confidential Information"). For greater certainty, Confidential Information includes all materials relating to any MCC examinations, such as questions and answers, scoring methods, questionnaires, and any related reports, documents, results, investigations, or proceedings.

The unauthorized use or disclosure of any Confidential Information could cause damage to the MCC as well as others involved with the MCC, such as examination candidates or entities that rely on the integrity of MCC examination methods and results.

All Persons must protect and not divulge to any other person any Confidential Information without the prior written consent of the MCC. Further, all Persons who may or have come into contact with any Confidential Information shall ensure the security of that information by using secure storage, access and transmission methods that are satisfactory to the MCC, but in any case no

less secure than the methods that the Person uses to secure their confidential information.

All Persons must promptly report to the MCC any loss or unauthorized use or disclosure of any Confidential Information.

These requirements remain applicable even after the Person ceases to be involved with the MCC.

4.3 Publicity

Persons who are external vendors, contractors or consultants to the MCC will not advertise or publicize their relationship with the MCC without the prior written approval of the MCC. Any inquiry that a Person may receive from news media concerning the MCC, or the Person's relationship with the MCC, must be referred to the MCC for coordination prior to response.

4.4 Ownership of intellectual property

Persons involved with the MCC are often engaged in research and development activities for the MCC. If such activities result in the creation or development of any intellectual property rights (i.e., any right that is or may be granted or recognized under any Canadian or foreign law regarding patents, inventions, copyright, moral rights, trade secrets, trade-marks, trade names, or any other statutory provision of legal principle regarding intellectual property, whether registered or unregistered, and including rights in any application, registration, renewal or extension for any of the foregoing), such intellectual property will be the exclusive property of the MCC, whether created on MCC premises or not, or during regular working hours or not.

All Persons will transfer and assign to the MCC all legal and equitable rights, title, ownership and interest in any intellectual property rights that they create or develop while engaged by the MCC and agree to execute and deliver any further documents and instruments as may be necessary to fully and effectually give effect to such transfer and assignment.

Further, each Person irrevocably waives all moral rights arising under the Copyright Act (Canada) or similar legislation in any applicable jurisdiction, or at common law, that they have or may have with respect to the intellectual property rights that they created or developed, including any rights that they may possess to have their name associated with, or dissociated from, the intellectual property rights, any rights that they may have to prevent the alteration, translation or destruction of the intellectual property rights, and any rights that they may have to control the use of the intellectual property rights in association with any product, service, cause or institution.

These requirements remain applicable even after the Person ceases to be involved with the MCC.

4.5 Use of MCC property

Persons must not make any personal use of, or benefit from, other than incidentally and inconsequentially, the MCC's property, including office equipment, furniture, computers, office supplies, as well as the MCC's email and Internet systems or access. Without limiting the foregoing, Persons are prohibited from connecting to websites or downloading files or information with inappropriate content.

5. Compliance

5.1 Reporting violations

Persons must report to the MCC any violations or potential violations of this Code or any applicable laws.

5.2 Violations of this Code

Any breach of the Code could lead to disciplinary measures against the responsible Person(s) including without limitation, their removal from office, their expulsion from committees, or the termination of the applicable contract. Actual or potential breaches of the Code must not be tolerated or ignored, and should be reported to an impartial MCC contact as soon as possible. Delays in reporting any breaches may significantly compromise the MCC's ability to effectively deal with these situations and to protect the legal rights of the MCC, its Members of Council, Executive Board members, and executive/senior staff.

5.3 Adherence of this Code

To the greatest extent possible, the MCC's commercial arrangements with Persons will include the Code by reference, and will oblige those Persons to comply with its provisions.

Those Persons who do not have a separate contract with the MCC will agree to abide by the provisions of this Code by executing the acknowledgement below.

I, the undersigned, acknowledge that I have read and understood the MCC Code of Business Conduct, and agree to abide by the provisions of the Code, and to take personal responsibility for complying with its requirements.

Name of person: _____

Signature: _____

Date: ____/____/____

DD / MM / YYYY

If the signee is a minor, written consent is required from a parent or legal guardian. I have read the above statement and agree to the terms and conditions on behalf of:

(Name of applicant)

Parent / legal guardian signature: _____

Date: ____/____/____

DD / MM / YYYY