



Office of the
Conflict of Interest and
Ethics Commissioner

Commissariat aux
conflits d'intérêts et
à l'éthique

Ng Report

2022

December 2022



Mario Dion

Conflict of Interest and
Ethics Commissioner

Ng Report

made under the *CONFLICT OF INTEREST ACT*

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PREFACE

This report is submitted pursuant to the *Conflict of Interest Act (Act) S.C. 2006, c.9, s.2.*

The Conflict of Interest and Ethics Commissioner may conduct an examination under the Act at the request of a member of the Senate or House of Commons, as is the case with this examination, or on his own initiative.

When an examination is conducted at the request of a parliamentarian, the Commissioner is required to provide a report to the Prime Minister setting out the relevant facts of the case as well as the Commissioner's analysis and conclusions in relation to the examination. At the same time that the report is provided to the Prime Minister, a copy of the report is also provided to the public office holder or former public office holder who is the subject of the report, and the report is made available to the public.

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EXECUTIVE SUMMARY

This report presents the findings of my examination under the *Conflict of Interest Act* (Act) of the conduct of the Honourable Mary Ng, Minister of International Trade, Export Promotion, Small Business and Economic Development, in relation to contracts awarded to Pomp & Circumstance, a public relations agency co-founded and run by Ms. Amanda Alvaro.

Publicly available information showed a friendship between Ms. Ng and Ms. Alvaro, which led a parliamentarian to ask me to investigate whether, in awarding a contract for media training to Pomp & Circumstance in April 2020, Ms. Ng had contravened her obligations under the Act. In the course of my examination, I became aware of a previous contract for media training awarded a year earlier to the same public relations agency.

My examination focused on subsection 6(1) and sections 9 and 21 of the Act.

Subsection 6(1) of the Act prohibits public office holders from making a decision that would place them in a conflict of interest. The Act provides that a public office holder is in a conflict of interest when they exercise an official power, duty or function that provides an opportunity to further their private interests or those of their relatives or friends or to improperly further another person's private interests. Section 9 prohibits public office holders from using their position to seek to influence a decision of another person, and section 21 requires public office holders to recuse themselves from any discussion, decision, debate or vote on any matter in respect of which they would be in a conflict of interest.

Having known each other for almost 20 years, Ms. Ng and Ms. Alvaro both described their relationship as one of friendship. Taking into account the interpretation of “friend” set out in the *Watson Report* and broadened in the *Morneau II Report*, I found that Ms. Ng and Ms. Alvaro are friends within the meaning of the Act.

As Minister of International Trade, Export Promotion, Small Business and Economic Development, Ms. Ng was exercising an official power, duty or function when she participated in the process that led to the awarding of the two contracts to Pomp & Circumstance. As a result, I determined that Ms. Ng knew or reasonably should have known that, given her friendship with Ms. Alvaro, obtaining services from this public relations agency would improperly further the company's interests and place her in a conflict of interest.

I am of the view that, upon entering public office, Ms. Ng failed to identify a potential conflict involving Ms. Alvaro and failed to contemplate compliance measures such as recusal or preventative measures such as a conflict of interest screen. The simple fact of receiving a service under contract from a friend should have prompted Ms. Ng to withdraw herself completely from the process and obtain similar services from another provider.

Consequently, I found that Ms. Ng contravened subsection 6(1) and section 21 of the Act.

Given my determination that Ms. Ng was involved in the process that led to the awarding of the two contracts to Pomp & Circumstance, there was no need to examine the issue of her influence over the decisions to award those contracts under section 9 of the Act.

CONCERNS AND PROCESS

[1] On May 24, 2022, I received a letter from James Bezan, Member of Parliament for Selkirk–Interlake–Eastman, requesting an examination under the *Conflict of Interest Act* (Act) of the conduct of the Honourable Mary Ng, Minister of International Trade, Export Promotion, Small Business and Economic Development.

[2] In his letter, Mr. Bezan wrote that, according to information found in the government’s response to *Order Paper* question¹ No. 444,² Ms. Ng had given a contract in the amount of \$16,950 for media training to Pomp & Circumstance,³ a public relations agency. Mr. Bezan further wrote that Pomp & Circumstance’s co-founder and leader, Ms. Amanda Alvaro, is a close friend of Ms. Ng based on information found in public sources, including photographs taken in 2012 and 2013, references in news reports to the fact that Ms. Alvaro was Ms. Ng’s spokesperson during her 2017 election campaign and a 2018 social media post by Ms. Alvaro referring to Ms. Ng as her “dear friend.”

[3] Mr. Bezan alleged, on the basis of the information above, that Ms. Ng may have contravened subsection 6(1) or section 9 of the Act, as well as sections 7 and 21 of the Act.

[4] Subsection 6(1) of the Act prohibits public office holders, in the exercise of their public office, from making or participating in a decision that provides the opportunity to further the private interests of a friend or to improperly further another person’s private interest. Section 9 prohibits them from seeking to influence a decision of another person so as to further the private interests of a friend or to improperly further another person’s private interest and section 7 prohibits them from giving preferential treatment to any person or organization based on the identity of their representative. Finally, under section 21 of the Act, public office holders are required to recuse themselves from any decision in respect of which they would be in a conflict of interest.

[5] Mr. Bezan’s letter gave rise to concerns under subsection 6(1) of the Act as well as sections 9 and 21, but not under section 7 since, according to the same source Mr. Bezan relied on in making his allegations, namely the government’s response to the *Order Paper* question, another company with no known personal connection to Ms. Ng was awarded similar media training contracts around the same time as the contract was awarded to Pomp & Circumstance. As a result, there is no reason to believe Ms. Ng gave preferential treatment to any company, which would be defined as treatment not given to another person or entity in similar circumstances.

¹ The *Order Paper* is the official agenda of the House of Commons. Members may place written questions on the *Order Paper* with the intent of seeking from the Ministry detailed, lengthy or technical information relating to “public affairs.” The Ministry must usually table a response to such questions within 45 calendar days.

² Sessional Paper 8555-441-444 (response to *Order Paper* question Q-444), pages 46 to 51.

³ The company is incorporated in Ontario as Pomp and Circumstance PR Corp.

[6] Having determined that Mr. Bezan's request for an examination met, in part, the requirements set out in section 44 of the Act, I wrote to Ms. Ng on May 27, 2022, to ask her to respond to Mr. Bezan's allegations under subsection 6(1) of the Act as well as sections 9 and 21, and to provide specific information and documents in relation to the matter under examination.

[7] I received Ms. Ng's response to my letter on July 4, 2022, and conducted one interview with her on July 21, 2022, during which she undertook to provide certain documents. I received those documents the following week.

[8] In keeping with the Office's practice, Ms. Ng was given an opportunity to review the transcript of her interview as well as other relevant documents supporting the findings of this report, and to comment on a draft of the factual portions of the report (Concerns and Process, Facts and Ms. Ng's Position) before they were finalized.

FACTS

Background

[9] Ms. Ng was elected to Parliament in a by-election that took place on April 3, 2017, in Markham–Thornhill. She was re-elected in the same riding in the two subsequent general elections of October 21, 2019, and September 20, 2021.

[10] Ms. Ng was first appointed to Cabinet on July 18, 2018, as the Minister of Small Business and Export Promotion. Her ministerial portfolio was expanded twice: first on November 20, 2019, to include International Trade, and again on October 26, 2021, to include Economic Development.

[11] According to public records,⁴ in the time since Ms. Ng has become a Minister, she and staff in her ministerial office have obtained media training services from outside contractors on six occasions. The value of these contracts ranged from \$5,840 to \$24,995.60.

[12] In two cases, the contractor was Pomp & Circumstance, a public relations agency co-founded and run by Ms. Alvaro and Lindsay Mattick. The first contract, which covered work performed in March and April 2019, was brought to my attention by Ms. Ng in the course of this examination. The second contract, which was fulfilled in April and May 2020, was the contract referred to in Mr. Bezan’s request.

Ms. Ng’s relationship with Amanda Alvaro

[13] In alleging that Ms. Ng contravened the Act, Mr. Bezan relied on publicly available information to conclude that Ms. Ng and Ms. Alvaro are friends.

[14] In her letter of July 4, 2022, Ms. Ng wrote that she first came to know Ms. Alvaro in 2003, when they both worked in the office of Ontario’s Minister of Education at the time, that they have continued to interact both professionally and personally since then and that she considers her a “friend.” She also acknowledged that Ms. Alvaro would have a private interest in respect of any contract entered into by Pomp & Circumstance, but that she never had a direct or indirect pecuniary interest in the company.

[15] When I asked Ms. Ng to describe in further detail how she and Ms. Alvaro are friends during her interview of July 21, 2022, she noted that they have celebrated special occasions together such as birthdays, that they have travelled together and that she has seen Ms. Alvaro’s children grow. Ms. Ng also noted that since she became a Member of Parliament and then a Cabinet minister, they have met less frequently, but they still do when her schedule allows it and they talk on the phone from time to time.

⁴ Sessional Paper 8555-432-480 (response to *Order Paper* question Q-480), pages 51 to 54 and 71 to 74.

[16] Ms. Ng stated that in their conversations, she and Ms. Alvaro have discussed each other's careers and achievements, including, in the case of Ms. Alvaro, the creation of her public relations agency Pump & Circumstance. Ms. Ng also mentioned that she knew about Ms. Alvaro's expertise in communications from having seen it first-hand when they worked together for the Ontario Education Minister and from seeing her in her role as a political commentator on television.

[17] Ms. Ng explained that, in the years before she entered politics, she and Ms. Alvaro have had the opportunity to collaborate in their engagement for the Liberal Party of Canada, but they have not worked together in their respective professional contexts. Ms. Ng also confirmed that Ms. Alvaro had volunteered in her successive electoral campaigns, as a spokesperson in 2017, and to a lesser extent in 2019 and 2021.

[18] During an interview I held on September 15, 2022, Ms. Alvaro corroborated Ms. Ng's statements regarding their friendship. She echoed Ms. Ng's statements to the frequency and nature of their interactions. Ms. Alvaro also confirmed that she holds a financial interest in Pump & Circumstance, as a shareholder of the company, and that Ms. Ng has never held a financial interest at any time even as an early investor or otherwise.

Public relations agency Pump & Circumstance

[19] During her interview, Ms. Alvaro explained that she co-founded Pump & Circumstance with Lindsay Mattick in 2015 and that the agency mostly serves private-sector clients.

[20] Ms. Alvaro clarified that the purpose of media training for ministers and members of their staff is to prepare them to answer questions from journalists more effectively in order to convey key messages, for example in relation to an upcoming announcement or in reaction to a particular event. Media training might entail developing background materials and targeted strategies and tools, and going over these with the client, as well as conducting practical exercises such as mock interviews.

[21] At the time of the contracts under examination, Pump & Circumstance had 12 to 15 employees in various administrative and support roles, including account coordinators and account managers. These employees would create supporting materials and content, and liaise with third parties such as media outlets and online broadcasters as well as with clients for coordination purposes. Ms. Alvaro specified that all training sessions with clients would only ever be delivered by either her or Ms. Mattick.

Contract dated March 26, 2019

[22] In her letter of July 4, 2022, Ms. Ng focused largely on the contract of April 2020 that was the subject of Mr. Bezan's request for an examination. However, she also provided basic information about an earlier contract, dated March 26, 2019, in the amount of \$5,840.00, between her department and Pump & Circumstance for media and communications training. Ms. Ng mentioned that this contract had been acknowledged twice before on the public record, namely in written responses to Order Paper questions. Ms. Ng also stated in her letter that, aside from this earlier contract and the later one raised by Mr. Bezan, there had been no other contractual engagement of any kind between her department and either Pump & Circumstance or Ms. Alvaro individually.

[23] I requested further details from Ms. Ng about this earlier contract during her interview of July 21, 2022. Ms. Ng responded that she did not have any recollection about this contract. She explained that she had mentioned it in her letter because she wanted to be transparent about what she had found in the public record, but she could not recall anything about the contract, the circumstances around it, or even who had received the training provided.

[24] Following her interview, Ms. Ng provided a copy of the contract dated March 26, 2019, including several of its appendices. As per the signatures on the document, the financial authority was provided by Jason Easton, her Chief of Staff, and the contract approval “for the Minister” was provided by a departmental official. Ms. Ng said during her interview that Mr. Easton has delegated authority for negotiating and establishing contracts such as those under review in this examination. Ms. Ng confirmed that Mr. Easton was aware of her friendship with Ms. Alvaro from the time he became her Chief of Staff in 2018.

[25] The Statement of Work appended to the contract referred to a “customised media strategy session for the employees of the Office of the Minister of Small Business and Export Promotions [*sic*]” and a “Minister’s session” meant to “focus on the key skills required to communicate effectively in media interviews and with stakeholders.” The scope of work also noted that “the consultant will provide the Minister a customized media strategy session.”

[26] In response to my written request for information, Ms. Alvaro wrote that she was contacted on February 1, 2019, by an employee in Ms. Ng’s ministerial office who was seeking to obtain media training services for the Minister, and that in March 2019, Ms. Alvaro and Ms. Mattick corresponded with staff in the Minister’s Office to determine what outputs a contract would cover. The documents Ms. Alvaro provided along with her letter supported these statements. Documents obtained by Ms. Ng and provided to me following her interview also show that email exchanges about the training, including scheduling and finalizing the contract, took place between Ms. Alvaro, Ms. Mattick and an Account Coordinator for Pomp & Circumstance, and Mr. Easton and a Special Assistant – Operations for the Minister’s Office. Ms. Ng was not included or copied in any of these email exchanges.

[27] According to Ms. Alvaro’s testimony, she and Ms. Mattick delivered a media training session for Ms. Ng at the Pomp & Circumstance office in Toronto on March 29, 2019. Ms. Alvaro and Ms. Mattick also delivered a session for Ms. Ng’s ministerial staff in Ottawa on April 1, 2019. During her interview, Ms. Alvaro confirmed that Ms. Ng had not attended this session, though she may have been present for a small portion of it. Under the contract, Pomp & Circumstance also provided a communications plan following the session with Ms. Ng’s staff and participated in a conference call on April 5, 2019, also with staff members but not Ms. Ng herself. Ms. Alvaro sent this plan by email to Mr. Easton, to Ms. Ng’s Director of Communications at the time and to Ms. Ng’s personal email address on April 22, 2019.

[28] Ms. Alvaro said in her interview that she could not recall having a discussion with Ms. Ng about media training around the time of this contract but acknowledged it was possible they might have spoken about it, and it was very likely that they spoke about Ms. Ng coming to Toronto and her coming to Ottawa in connection with the sessions.

[29] Ms. Alvaro specified during her interview that this contract was her agency's smallest engagement that year in terms of contract value, and that she did not typically take on such small-scale engagements since the agency focuses more on larger contracts with private-sector clients.

Other media training received in August 2019 and January 2020

[30] Based on public records, Ms. Ng and her ministerial staff received media training from another contractor in August 2019,⁵ under a contract valued at \$5,893, and in January 2020,⁶ under a contract valued at \$7,500.04.

[31] During her interview, I asked Ms. Ng about the session she received in January 2020 and she explained that this was general-purpose training for improving the efficiency of communications with the public, stakeholders and the media. The need for this training was identified by Ms. Ng and members of her staff, and the process to obtain the training was led by Mr. Easton.

Contract dated April 8, 2020

[32] In both her written and oral representations, Ms. Ng painted a detailed picture of the context in which a contract for the provision of media training was signed in April 2020 between her ministerial office and Pomp & Circumstance.

[33] Ms. Ng noted that the onset of the global COVID-19 pandemic was a period marked by great uncertainty and rapidly evolving circumstances. As health concerns grew globally and domestically, in March 2020, the federal government implemented restrictions on international travel, and across the country, non-essential workplaces were being ordered shut down.

[34] In order to help individuals, businesses and organizations in Canada deal with the repercussions of the public health measures that were being put in place, the government introduced several measures, including the Canada Emergency Response Benefit, or CERB, which was announced on March 25, 2020.

[35] On March 27, the Prime Minister announced a series of additional measures directed toward businesses, including the following highlighted in Ms. Ng's letter: a 75-percent wage subsidy for qualifying businesses (later known as the Canada Emergency Wage Subsidy, or CEWS), sales tax payment deferrals for businesses and self-employed individuals and measures to provide government-funded, interest-free loans through financial institutions and to facilitate access to loans through Export Development Canada and the Business Development Bank. The details of these measures were announced by Ms. Ng in a joint press conference with the Ministers of Finance and of Innovation, Science and Industry on April 1, 2020.

⁵ Sessional Paper 8555-431-82 (response to Order Paper question Q-28), pages 59 to 63.

⁶ Sessional Papers 8555-432-480 and 8555-441-444, as above.

[36] Ms. Ng wrote that, while her office was faced with a large volume of requests for information from stakeholders, between February and April 2020, the demand for media interviews with her also increased roughly sixfold. As the minister responsible for small business, her role in this context was to communicate complex and important information quickly and effectively to a wide audience, by all available means.

[37] On March 30 or 31, 2020, Ms. Ng initiated an informal telephone conversation with Ms. Alvaro, to talk about the situation in relation to COVID-19 and her concern that she wanted to be best prepared to address Canadians and businesses. During her interview, Ms. Ng told me they did not discuss a contract during this conversation. Ms. Alvaro, during her interview, told me that Ms. Ng had called her to talk about the situation and to ask her advice on how to handle it given her expertise in communications.

[38] During her interview, Ms. Ng said that she could not recall any discussion within her ministerial office about a need for outside help with communications prior to her call with Ms. Alvaro.

[39] In the evening of March 31, 2020, Ms. Alvaro wrote an email to a Senior Account Consultant with Pomp & Circumstance, with a copy to Ms. Mattick, asking her to watch television coverage of Ms. Ng the next morning, indicating they would need to get clips and work on a plan for Ms. Ng.

[40] The same evening, Ms. Ng sent an email in which she informed her Director of Communications that she had asked Ms. Alvaro to help create video content to reach a bigger audience to explain supports for businesses. Ms. Ng mentioned that materials could include media clips, a personalized interview, “frequently asked questions” with her and social media content. Ms. Ng also indicated that she hoped the resources created might be shared with Members of Parliament in order to amplify their reach. The stated purpose of this email, which was also addressed to Ms. Alvaro, was to connect one to the other, as indicated in both the subject line and the body of the email.

[41] Based on the documents provided by both Ms. Ng and Ms. Alvaro, Ms. Ng does not appear to have been involved in the subsequent discussions pertaining to the negotiation of the final terms of the contract. Ms. Ng was one of several recipients of the first version of a proposed Communications Support Plan sent in the afternoon of April 1, 2020, by Ms. Mattick, but she was not included in the recipients of the revised version of the document sent again by Ms. Mattick a few hours later on the same day. Ms. Ng was not in receipt of any of the other emails exchanged. The main participants in the email exchanges until the contract was finalized were Ms. Mattick and Ms. Alvaro for Pomp & Circumstance, and Mr. Easton and the Director of Communications for Ms. Ng’s office.

[42] Ms. Ng told me during her interview that she did not talk to Ms. Alvaro about the contract in the period following their late March telephone call. Rather, the entire process was delegated to her Chief of Staff, as would normally be the case for such contracts. Ms. Alvaro also confirmed to me that she did not discuss the contract or the scope of work at any point with Ms. Ng during this time.

[43] The contract dated April 8, 2020 was signed by Mr. Easton as the financial authority and the contract approval “for the Minister” was provided by a departmental official. The contract provided for a fee of \$15,000 plus HST (the total amount was \$16,950) to be paid for the following scope of work: two media training sessions with the Minister focusing on various types of interviews (broadcast, print, online and social media platforms), questions and answers and the development of all materials.

[44] On April 10, 2020, Ms. Ng and Ms. Alvaro worked together by videoconference to record video footage of Ms. Ng explaining the government’s measures for small businesses in response to questions posed by Ms. Alvaro. This footage was then used by Pomp & Circumstance in creating materials to be posted on social media. The second session, delivered on May 3, 2020, consisted of specific training for Ms. Ng in preparation for interviews to be held on Instagram Live.

[45] Under the contract dated April 8, 2020, Pomp & Circumstance also delivered a detailed communications plan around the government’s new supports for small business, opportunities for the Minister to be interviewed on podcasts and a variety of social media platforms, as well as various materials for posting on social media such as graphics explaining the supports available and answers to frequently asked questions.

MS. NG'S POSITION

[46] Ms. Ng's letter of July 4, 2022 was centred on the contract dated April 8, 2020, the only one referred to in the request for an examination by Mr. Bezan.

[47] According to Ms. Ng, the contract was awarded without competing bids pursuant to the applicable Treasury Board policy, given its value under the \$25,000 threshold requiring solicitation of bids. Also, the need for the contract resulted from the COVID-19 pandemic, which means the services from Pomp & Circumstance were sought in the time of a pressing emergency during which a delay would have been injurious to the public.

[48] Ms. Ng stated that, when she contacted Ms. Alvaro in late March 2020, her focus was solely on how her department could enhance its performance and the improvement of effective communications during the crisis. In her view, Pomp & Circumstance had the professional expertise, including with respect to social media, that she wished to obtain.

[49] In her letter, Ms. Ng wrote that she takes very seriously her responsibility to fulfill her duties at all times within the spirit, intent and formal requirements of the Act. In her estimation, she acted in the public interest and for the public good under the difficult and urgent circumstances created by the health crisis and its consequences. She also stated her sincere belief that the government and the Canadian public received excellent service at a reasonable value in the context of this contract.

[50] Finally, Ms. Ng acknowledged that, while she had no private interest of her own in the matter, the private interests of Ms. Alvaro, whom she considers her friend, were furthered through her actions and that she should have recused herself from the matter of a contract between her office and Ms. Alvaro's public relations agency, Pomp & Circumstance. Ms. Ng apologized for falling short of fully complying with all aspects of the Act and of the high standard that she sets for herself.

ANALYSIS AND CONCLUSION

Analysis

Subsection 6(1) and section 21

[51] I must determine whether Ms. Ng, in her capacity as Minister of International Trade, Export Promotion, Small Business and Economic Development, contravened subsection 6(1) and section 21 of the Act in relation to the decisions to award contracts to Ms. Alvaro's agency, Pomp & Circumstance.

[52] Subsection 6(1) of the Act prohibits public office holders from making a decision that would place them in a conflict of interest. It reads as follows:

6. (1) No public office holder shall make a decision or participate in making a decision relating to the exercise of an official power, duty or function if the public office holder knows or reasonably should know that, in the making of the decision, he or she would be in a conflict of interest.

[53] Section 4 of the Act describes the circumstances under which a public office holder would be in a conflict of interest for the purposes of subsection 6(1). Section 4 reads as follows:

4. For the purposes of this Act, a public office holder is in a conflict of interest when he or she exercises an official power, duty or function that provides an opportunity to further his or her private interests or those of his or her relatives or friends or to improperly further another person's private interests.

[54] Section 21 of the Act requires public office holders to recuse themselves from certain situations. It reads as follows:

21. A public office holder shall recuse himself or herself from any discussion, decision, debate or vote on any matter in respect of which he or she would be in a conflict of interest.

[55] To reach a conclusion in this matter, I must first determine whether Ms. Ng and Ms. Alvaro are friends for the purposes of the Act.

[56] The issue of friendship has been the subject of several past examination reports from this Office. The findings in the *Watson Report* have been used as the yardstick for establishing what constitutes a friendship for the purposes of the Act. In that report, Commissioner Dawson held that the rules against furthering the private interests of a friend was intended to apply to individuals "who have a close bond of friendship, a feeling of affection or a special kinship."

[57] More recently, in the *Morneau II Report*, I noted that several, more objective indicia could also be used in determining the existence of a friendship. These included the duration of, and motive for, the relationship; the nature, frequency and exclusivity of interactions; the sharing of meals and gifts in a personal setting; and mutual displays of trust, respect, affection or admiration. I found in that examination that the decision to select WE Charity to administer the Canada Student Services Grant provided Mr. Morneau with an opportunity to improperly further WE's interests because of Mr. Morneau's friendship with its co-founder.

[58] Both Ms. Ng and Ms. Alvaro have characterized their relationship with one another as a friendship. Although the two met in a professional setting in or around 2003 and Ms. Alvaro later volunteered for Ms. Ng's political campaigns, Ms. Ng also testified that over the course of their nearly 20-year relationship, they frequented each other regularly, vacationed together, and celebrated several special occasions such as birthdays and holidays.

[59] I have no reason to doubt the testimony or the documentary evidence gathered in this respect during the examination. I find that Ms. Ng and Ms. Alvaro are friends within the meaning of the Act.

[60] The evidence also shows that Ms. Ng was operating within her official duties when she participated in the processes that eventually led to the signing and fulfilment of the March 2019 and April 2020 contracts, both signed by her Chief of Staff, who had delegated authority to sign for the Minister.

[61] Although Ms. Ng could not recall whether she participated in the initial discussion to award the March 2019 contract to Pomp & Circumstance, the evidence suggests that Ms. Ng was aware of the broad terms of the agreement and the service provider prior to the training. It was also established that Ms. Ng directly received training from Ms. Alvaro under the contract. In my view, Ms. Ng's involvement in the matter is therefore sufficient to support the finding that she had participated in the decision to award the contract to Pomp & Circumstance.

[62] Ms. Ng's participation in the decision to award the April 2020 contract to Pomp & Circumstance is clear, as she initiated the conversation to obtain additional media training from Ms. Alvaro. Notwithstanding Ms. Ng's characterization of the initial contact she made with Ms. Alvaro on March 30 or 31, 2020 as an informal telephone call, she did, during this call, discuss a need to be filled in the context of her official duties. The resulting instructions given by email on March 31, 2020 by Ms. Ng to her Director of Communications, as well as those in Ms. Alvaro's corresponding email to her Senior Account Consultant, establish that the broad terms of the services that would be provided were discussed during the call.

[63] There is no dispute that the private interests of Pomp & Circumstance, as well as those of Ms. Alvaro, a shareholder and the company's co-founder and President, were furthered through the granting of both contracts. While Ms. Alvaro's testimony indicates that neither of the two contracts represented a considerable portion of the company's revenues, there is no minimum threshold the furthered private interest must meet for the purposes of a contravention of the rules of conduct under the Act.

[64] In light of the evidence gathered during this examination, I find that Ms. Ng participated in making a decision (in March 2019) and made a decision (in April 2020) to hire Pomp & Circumstance for media training. I am therefore of the view that Ms. Ng knew or reasonably should have known that, because of her friendship with Ms. Alvaro, obtaining services from Pomp & Circumstance would improperly further the company's interests and would place her in a conflict of interest as defined in the Act.

[65] Under section 21 of the Act, all public office holders are required to recuse themselves from any discussion, decision, debate or vote on any matter in respect of which they would be in a conflict of interest. Ms. Ng failed to identify a potential conflict involving her friend upon entering public office. At the very least, she should have become aware of it prior to receiving her first training session with Ms. Alvaro in March 2019. The simple fact of receiving, as a public office holder, a service from a friend under a contract paid with public funds from her ministerial office should have prompted Ms. Ng to consult this Office on the appropriateness of such a situation, short of withdrawing herself entirely from it and obtaining similar services from another provider, as was done in August 2019 and in January 2020.

[66] While the exceptional, pandemic-driven circumstances that led to the urgent need for the April 2020 contract may help explain how a conflict of interest could have escaped the awareness of Ms. Ng at that time, the precedent created by the March 2019 contract, whose concerning nature appears to have also gone unnoticed even in the absence of a public health emergency, prevents any consideration of extenuating circumstances in this matter. I believe that Ms. Ng had ample time to contemplate compliance measures such as recusal or preventative measures such as the implementation of a screen to mitigate against a conflict.

Section 9

[67] The final allegation against Ms. Ng is whether she used her position to seek to influence a decision of another person so as to further Ms. Alvaro's private interests, in contravention of section 9 of the Act. That provision reads as follows:

9. No public office holder shall use his or her position as a public office holder to see to influence a decision of another person so as to further the public office holder's private interests or those of the public office holder's relatives or friends or to improperly further another person's private interests.

[68] Because I have determined that Ms. Ng was involved in the process that led to the awarding of the two contracts to Ms. Alvaro's agency, there is no need to examine the issue of her influence over the decisions to award those contracts.

Conclusion

[69] Accordingly, I find that Ms. Ng has contravened subsection 6(1) and section 21 of the Act.

A handwritten signature in black ink, appearing to read "Mario Dion". The signature is written in a cursive style with a large, prominent "D" at the end.

Mario Dion
Conflict of Interest and Ethics Commissioner

December 13, 2022

SCHEDULE: LIST OF WITNESSES

Information and Documents Requested, Interview

Pomp and Circumstance PR Corp.

- Amanda Alvaro, President