

REPORT OF THE CONFLICT OF INTEREST COMMISSIONER TO THE SPEAKER
OF THE LEGISLATIVE ASSEMBLY OF THE NORTHWEST TERRITORIES
PURSUANT TO SECTION 100 OF *THE LEGISLATIVE ASSEMBLY AND EXECUTIVE
COUNCIL ACT* RESPECTING THE COMPLAINT OF ROBERT HAWKINS,
MEMBER OF THE LEGISLATIVE ASSEMBLY FOR YELLOWKNIFE CENTRE,
DATED DECEMBER 17, 2012, WITH REGARD TO THE ALLEGED BREACH OF
PROVISIONS OF *THE LEGISLATIVE ASSEMBLY AND EXECUTIVE COUNCIL ACT*
BY THE HONOURABLE DAVID RAMSAY, MEMBER OF THE LEGISLATIVE
ASSEMBLY FOR KAM LAKE, NORTHWEST TERRITORIES

By facsimile communication dated December 17, 2012, I received a letter from Robert Hawkins, MLA for Yellowknife Centre (hereinafter referred to as “Mr. Hawkins”), which letter set forth a series of complaints respecting alleged misconduct by The Honourable David Ramsay, MLA for Kam Lake (hereinafter referred to as “Mr. Ramsay”). Mr. Hawkins refers in his letter of complaint to section 100(2) of *The Legislative Assembly and Executive Council Act* (the “Act”), which provision reads as follows:

“100(2) A member or any other person who believes on reasonable grounds that a member or former member has contravened any provision of this Part may file a written complaint setting out those grounds with the Conflict of Interest Commissioner.”

The communication asserts a breach by Mr. Ramsay of section 75 of the Act, which section provides as follows:

“75. Each member shall

- (a) perform his or her duties of office and arrange his or her private affairs in such a manner as to maintain public confidence and trust in the integrity, objectivity and impartiality of the member;
- (b) refrain from accepting any remuneration, gift or benefit the acceptance of which might erode public confidence and trust in the integrity, objectivity or impartiality of the

member, and in all other respects act in a manner what will bear the closest public scrutiny;

- (c) arrange his or her private affairs in conformity with the provisions of this Part and act generally to prevent any conflict of interest from arising; and
- (d) make all reasonable efforts to resolve any conflict of interest that may arise in favour of the public interest.”

Mr. Hawkins’ concerns were itemized in four paragraphs of his letter of complaint, which four paragraphs read as follows:

“Mr. David Ramsay, as Minister of the Department of Transportation had flown his girlfriend (Ms. Michelle Henderson) and his two (2) children on a government charter to the official opening of the Deh Cho Bridge on November 30, 2012 without making provisions as highlighted in sections 4.3.1, 4.3.2, and 4.3.3 of FAM directive 3307.

The participation of the extra individuals was not in the public’s interest in anyway and further there is not (sic) notation of an offset in contracting price paid by the Department of Transportation for extra individuals who traveled down to the bridge opening as highlighted in this policy.

It is importation (sic) to note that the scope of this matter may extend further with more extensive review so at this time I would request that you don’t limit your consideration of a breach to this FAM section only.

And finally, it is also noteworthy at this time to point out that several other Ministers as well as government executive extended invitations to members of their extended families on this flight without any offset on the contract price charged to the government which is a violation under FAM 3307.”

Additionally, Mr. Hawkins enclosed in his letter of complaint (i) an extract from the Financial Administration Manual (“FAM”) related to aircraft chartering, (ii) a copy of an email from the office of Mr. Ramsay encouraging participation in the official opening of the Deh Cho Bridge scheduled for November 30, 2012, and (iii) a copy of paper work of

Air Tindi for the purchase and payment of air charter services, including a manifest of passengers accommodated in the flight, which Mr. Hawkins obtained in some manner from Air Tindi.

By a facsimile communication dated December 19, 2012, addressed to Mr. Hawkins, I acknowledged receipt of his letter and materials and advised him that I viewed his letter as a formal complaint against Mr. Ramsay as contemplated by section 100(2) of the Act. I advised Mr. Hawkins that the complaint would be dealt with in accordance with the provisions of the Act, which includes an obligation on my part to provide timely notification to Mr. Ramsay of the actions that were the subject of the complaint.

By letter of the same date, I forwarded to Mr. Ramsay a copy of Mr. Hawkins' letter of complaint and the documents included in that letter.

The letter of complaint from Mr. Hawkins was not the first I had heard of Mr. Hawkins' concerns regarding the matters outlined in his letter of December 17, 2012. He called me on the telephone on December 12, 2012, and orally outlined these concerns. I advised him at that time that I had no authority under the Act as Conflict of Interest Commissioner to adjudicate upon or express views on compliance or non-compliance of directives respecting aircraft chartering as set forth in the FAM.

By facsimile communication dated December 13, 2012, Mr. Hawkins outlined in writing the concerns he had expressed to me by telephone on December 12, 2012. I replied to

Mr. Hawkins in writing on December 17, 2012. I pointed out that breaches of government aircraft policies did not come within my jurisdiction and that section 6 identifies the steps that can be taken respecting failure to comply.

Mr. Hawkins immediately filed his letter of complaint under section 100(2) of the Act as previously detailed. A complaint was subsequently filed with officials at the Department of Finance.

On January 21, 2013, I was provided with a copy of a Compliance Review conducted by the office of the Comptroller General respecting the issues raised by Mr. Hawkins. A copy of this review is attached as Appendix I to this report.

Mr. Warren St. Germaine is the Comptroller General for the Government of the Northwest Territories. It is obvious that he is the proper official to determine the correctness or otherwise of the actions taken by the Department of Transport (“DOT”) in arranging for Air Tindi aircraft flights to and from the opening of the Deh Cho Bridge. In the eight-page Compliance Review, the Comptroller General outlines the issues, describes the background respecting the request for aircraft charter, considers the submissions of the DOT respecting its decision to include family members and others in the aircraft transporting government officials to the bridge opening and concluded that the DOT complied with major policy objectives of FAM 3307 – Aircraft Chartering, but failed to follow other aspects of the policy in respect of the air charter to the opening of the bridge.

The official opening of the Deh Cho Bridge was properly viewed by all as an historical event for the Northwest Territories, to be celebrated by all concerned. This event took place on Friday, November 30, 2012.

Forty-seven persons were transported in two aircraft to the bridge opening ceremonies, including seven Members of the Legislature. Included were Deputy Ministers, Deputy Secretaries, Constituency Assistants, several consultants, media representatives, legal counsel, safety officer and others that played a role in the planning and construction of the bridge. A Member of Parliament and Senator were guests to the opening. Spouses and some children of Members and government employees were included in the group.

The Comptroller General concludes in his Compliance Review that some of the guests were invited in accordance with government directives and some were not.

Mr. Ramsay was the Minister responsible for the Department in charge of the bridge opening activities. He is the individual who sent a memorandum to all Members of the Legislature inviting them to the opening and advising that family members could be accommodated on a first come, first booked basis.

Mr. Ramsay invited his two children and Michelle Henderson to accompany him to the opening. Michelle Henderson is the partner of Mr. Ramsay and falls within the definition of spouse as set forth in the Act.

In carrying out my investigation, I have interviewed Mr. Hawkins, Mr. Ramsay and personnel with the DOT.

The issue that I have considered is whether or not the actions of Mr. Ramsay in connection with the transportation of individuals to the opening of the bridge constitute a breach of Mr. Ramsay's obligations as set forth in the section 75 of the Act. I have had no difficulty in concluding that Mr. Ramsay did not breach the provisions of section 75 in respect to these issues.

The decision to arrange for aircraft to transport persons to the ceremonies opening the Deh Cho Bridge was a decision of officials in the DOT. The decision to extend invitations to members of the Legislature, government officials and others to attend the opening ceremonies and fly to the bridge site in aircraft arranged and paid for by DOT was made by officials of DOT.

The actual arrangements for the air transportation were made by officials of the DOT and all efforts to comply with Government of the Northwest Territories policies were carried out by officials of the DOT. The only role Mr. Ramsay played in this undertaking was to extend an invitation in writing to Members of the Legislative Assembly to attend the bridge opening ceremonies and, if they wished, bring family members along on a first come, first booked basis. This step, as well, was suggested by officials of the DOT.

Officials of DOT made submissions to the office of the Comptroller General outlining the rationale applied to the November 19, 2012 decision to include family member and others on flights to the bridge opening ceremony. The Comptroller General did not fully agree with this rationale and made findings which are set forth in his Compliance Review.

Several other Members of the Legislature, Executive Council and civil service brought family members on the flight to the opening ceremonies and presumably relied on the correctness of decisions made by others in permitting non-government individuals to be part of the flight.

However, the complaint that has been made by Mr. Hawkins is against Mr. Ramsay solely.

For there to be a breach of the provisions of Section 75, I am of the view that the conduct of the member must be of a serious and intentional nature and display a lack of integrity, objectivity and impartiality. An example of a breach found to have been committed by a member under section 75 was opined upon by me in the matter of in re: Villeneuve. Mr. Villeneuve, at the time a member of the Legislature, claimed entitlement to significant sums of money from the Government of the Northwest Territories on the basis that he was maintaining his main residence at a place other than Yellowknife and filed a Statutory Declaration swearing to the truth of this matter.

Investigation showed that almost all aspects of Mr. Villeneuve's living arrangements were centred in Yellowknife and he visited the community which he claimed to be his permanent residence on only rare occasions. This conduct was maintained over a lengthy period of time and the claim to the living benefits was asserted repeatedly by Mr. Villeneuve. In the circumstances it was found that he had not arranged his private affairs to maintain public confidence and that this was done intentionally with the clear objective of breaching the accommodation regulations that governed his obligations in that regard.

Mr. Ramsay acted without any intention to breach any of the regulations that govern the use of the chartering of aircraft for government business. He relied totally on the advice, recommendations and guidance of officials of DOT. What occurred was supported by way of submission to the Comptroller General by officials of DOT but ultimately rejected in part by the Comptroller General.

The Compliance Review of the Comptroller General speaks for itself. The Review points to the instances of misinterpretation of policy, lack of proper communication between functionaries of the Departments and failure to comply with existing policies. There is no suggestion in the Review that Mr. Ramsay was involved in any of these apparent failures.

At the same time, the Comptroller General, in the concluding paragraph of his Compliance Review, recognized a need for better clarification of the issues that he has ruled upon.

A Member does not breach the provisions of section 75 of the Act when the Member simply follows the advice and directions of senior departmental officials especially when actions are dependent upon the correct interpretation of complex guidelines and regulations. Mr. Ramsay acted innocently and appropriately in all circumstances surrounding this event. When billed for the share of cost of air flight for his spouse and children, he promptly paid it.

The manner in which Mr. Ramsay carried out his responsibilities in no way would impair the public confidence and trust in his integrity, objectivity and impartiality as contemplated by the section. None of the provisions of section 75 were breached by Mr. Ramsay in his limited activities related to the transportation of guests to the bridge opening.

When I met with Mr. Hawkins I asked him if he had any knowledge as to the identity of the person or persons who formulated the idea of having a formal bridge opening, organized the air flights to the bridge opening, created a list of the attendees who would be invited to fly at government expense to the bridge opening or who formulated the idea to include family members of Members of the Legislature as guests of the Government on a first come, first booked basis. His response indicated he had no knowledge of these facts and he took no steps to acquaint himself with these facts.

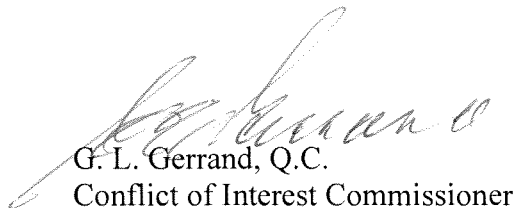
Section 102 of the Act sets out my obligations after having conducted my investigation into the complaint of Mr. Hawkins. This section reads as follows:

“102.(1) After conducting an investigation into the complaint, the Conflict of Interest Commissioner shall submit to the Speaker, the member or former member complained of and the complainant, a report, with reasons, advising that the Conflict of Interest Commissioner

- a) is dismissing the complaint, where the Conflict of Interest Commissioner has determined that
 - (i) the complaint is frivolous or vexatious or was not made in good faith,
 - (ii) there are insufficient grounds to warrant an inquiry,
 - (iii) the complaint does not disclose a contravention of this Part,
 - (iv) a contravention of this Part was minor or was committed through inadvertence or by reason of an error in judgment made in good faith,
 - (v) the member or former member took all reasonable measures to prevent a contravention of this Part, or
 - (vi) the public interest would not be served if the complaint proceeded to an inquiry before a Sole Adjudicator; or
- b) is directing that an inquiry be held before a Sole Adjudicator.”

I advise you that I am dismissing this complaint. In doing so, I could utilize all of the reasons outlined in 102(1)(a) of the Act, but suffice it to say for these purposes that I view the complaint as frivolous and vexatious and it is, therefore, dismissed.

DATED this 5th day of March, 2013.


G. L. Gerrand, Q.C.
Conflict of Interest Commissioner

GLG/lw

APPENDIX I

Comptroller General Compliance Review

Department of Transportation
Air Charter - Deh Cho Bridge Opening Ceremonies
Compliance Review

January 2013

Issued by:
Office of the Comptroller General



JAN 18 2013

MS. PENNY BALLANTYNE
SECRETARY TO CABINET

MR. MIKE AUMOND
SECRETARY OF THE FINACIAL MANAGEMENT BOARD

MR. RUSSELL NEUDORF
DEPUTY MINISTER
DEPARTMENT OF TRANSPORTATION

**Compliance Review: Department of Transportation
Air Charter – Deh Cho Bridge Opening Ceremonies**

ISSUE:

The Department of Transportation (DOT) organized an air charter to take officials and non-government parties to participate in the opening ceremonies of the Deh Cho Bridge. A complaint has been made that FAM 3307 - Aircraft Chartering may not have been properly followed, and in particular, that family members participated in the charter at no cost. As this issue deals with compliance with FAM, it was referred to the Comptroller General for review.

SCOPE AND OBJECTIVES:

The objective of this review was to determine if the actions related to the air charter arranged for attendance of the Deh Cho Bridge opening ceremonies complied with GNWT policies. In reviewing this transaction, the Ministerial Benefits Policies – Spousal Travel (5.0) and FAM 3307 – Air Chartering were considered to be the relevant polices. Documents provided by DOT have been considered, as well as interviews with DOT officials. The review also relied on some documents provided by the MLA, Yellowknife Centre to the Conflict of Interest Commissioner, as the original documents, specifically Air Tindi Ltd. Invoices, and supporting manifests, had not been received at DOT at the time the review was conducted. Those documents were subsequently received by the Department.



BACKGROUND:

On November 5, 2012, DOT issued of Request for Aircraft Charter, AC 600439, for two aircrafts to transport 9-15 passengers on November 30, 2012 from Yellowknife to Fort Providence, holding and returning to Yellowknife on the same day. The original intent was to transport Cabinet and MLAs on two separate aircrafts.

Three tenders were received by the closing at 3:00 pm, November 8, 2012. The bids were evaluated and BIP adjustments were correctly applied. Air Tindi Ltd. was the successful tender. Air Tindi provided a bid for two Beech King Air 200's for \$4,462.08.

On November 19, 2012, and Contract Change Order, CC 433532 was issued to replace one King Air 200 with a Dash 7 at an incremental cost of \$3,052.84. There was no documentation on the charter file indicating the need to change to a larger aircraft. The Department has indicated that the DCB ceremony sub-group made this decision as a result of additional "priority" travellers being identified such as the MP for the Western Arctic and a Senator.

On November 19, 2012, the Minister of Transportation extended an invitation to Members of the Legislative Assembly to attend the opening ceremonies of the Deh Cho Bridge. The offer was also extended for members to bring staff and family members on a "first come, first booked basis".

An e-mail provided to the Office of the Comptroller General by DOT on January 11, 2013, provided the rationale applied to the November 19, 2012 decision to include family members:

"The decision to invite family members to join the opening event was in accordance with the 3307 FAM Directive and Ministerial Benefits Policy, Spousal Travel. The applicable sections are provided below for reference.

The decision to invite family members was verbally discussed and agreed to by the Minister of Transportation. The Minister of Transportation extended an open invitation via e-mail to all Ministers and MLAs to attend the opening ceremonies, and indicated that family members would be accommodated if space allowed.

The FAM Directive speaks to accommodating others on GNWT charters if it is in the public interest. DOT notes that it is in the public interest to have happy and satisfied GNWT employees who like their work. One way that the GNWT encourages this is to acknowledge hard work and to celebrate achievements. Formal GNWT programs include long service awards and performance bonuses.

The Deh Cho Bridge project was a significant accomplishment for DOT. The project received national attention, the project was more than 10 years in development, and received much political debate. In the end completion of the bridge was a great accomplishment for all GNWT staff that were involved. DOT chose to acknowledge the hard work and achievement by allowing all DOT employees to attend the event, and DOT also provided an invitation to allow family members to attend to help celebrate the achievement. The invitation was made on the basis that space on the various charters (air, bus) and private vehicles would be available. In the end the family members that joined the air charter filled seats that otherwise would have been empty. The value of each seat fully costed was approximately \$120. It is also noted that the opening event itself, including crowd control and safety on the bridge, was coordinated through many volunteers that included DOT staff, contractor staff and family members. The invitation to family members was also provided to encourage Ministerial and Departmental attendance.

It is in the interest of the public to have GNWT employees that take pride in their work and think the GNWT is a good employer. This translates into better services to the public, and employees that are willing to go above and beyond. Many DOT services impact the public directly, and the public can have more confidence in those services knowing that DOT staff are dedicated to their jobs and ensuring the safety of the public.”

On November 30, 2012, an Air Tindi Ltd. Dash 7 was used to transport 46 passengers to and from the opening ceremonies in Fort Providence. Passengers included 24 government employees, and 22 non-government parties.

In reviewing the facts of the Charter, and the further review of FAM-3307, DOT has concluded that family member travel to the opening ceremonies was not in the public interest as defined with FAM 3307 and has initiated a process to recover the appropriate portion of the charter costs from GNWT family members.

It was also determined that copies of Air Tindi Ltd. invoices and manifests had not been received by the Department of Transportation at the time of this review. The Department was in the process of obtaining copies from Air Tindi Ltd. to facilitate payment and recoveries related to family member travel.

SUMMARY OF FINDINGS:

In reviewing the information provided by the Department, the charter file did not contain documentation to indicate the reason for the air charter or the reason to issue the change order. There were decisions made by an event DCB Ceremony sub-group and that planning information which was subsequently provided by the Department indicated the need to transport MLAs and members of Cabinet on two separate planes. The Aircraft Charter Liaison Officer for the Department was a member of the sub-group so he was aware of the reasoning at the time charter arrangements were made.

Of the 46 passengers that were transported by the aircraft, 22 were non-government parties as defined under FAM 3307. It should be noted that the number of individuals that used the aircraft exceeds the seating capacity, as in some cases passengers travelled one way on the Dash 7 and another on the King Air 200. There may in fact be more individuals that used the aircraft as the manifests for the aircraft do not appear to have been fully completed by Air Tindi Ltd.

FAM 3307 provides for the inclusion of non-government parties on GNWT charters if it is for "Business Purposes" and in the "Public Interest". Business Purpose is defined when *"there is a direct or indirect positive impact on a departmental or governmental policy by permitting the non-government passenger to travel on the charter flight"*. The example provided is a speaker at a government sponsored event. Public interest is defined when *"a direct or indirect benefit accrues to the Government by permitting a non-government passenger to travel on the charter flight"*. The example provided is for reasons of protocol and spouse or significant other if a Government employee or Minister must accompany that person to an official business event.

Through discussions with the Department, it would appear that 4 of the 22 non-government parties have been included because it was deemed to be in the Public Interest. Those four include two reporters, the MP for the Western Arctic and a Senator. The rationale that these are in the public interest appears reasonable as positive reporting on the opening ceremony is an indirect benefit to the GNWT. Maintaining a positive relationship with political leaders also provide indirect benefits to the GNWT.

Another 8 non-government parties have been included as their attendance was deemed to be travelling for business purposes. This included the Master of Ceremonies for the event, which is an obvious direct positive impact to the Government. The remaining 7 are consultants or other parties associated with the construction of the bridge. The indirect positive impact from these parties comes from relationship building and positive benefits in any future business dealings with these parties.

There was no documentation on the charter file that provided substantiation and approval of the non-government parties that were deemed to be travelling for business purposes and in the public interest. This documentation is required to be signed off by the responsible expenditure offices and relevant Regional Superintendent of Departmental Director of Finance.

The remaining 10 non-government parties are family of members of Cabinet and GNWT officials. On January 11, 2013, the Department provided the initial rationale for inclusion of family members. There was no business purpose for family members to attend. There was no protocol in place requiring their attendance at the event, nor any other official requirement for their attendance. Therefore these individuals do not meet the criteria for non-government parties to share a charter at government expense, and therefore they are required to pay their share of air charter costs.

It should also be noted that the original rationale to invite family members was to recognize the achievements of DOT staff in relation to the bridge project. As the rationale provided by the Department above correctly points out employee recognition does occur within the GNWT through programs approved through various policies such as the Long-Service Awards, and performance pay. The recognition extended in this case was outside of policy and went beyond the staff involved in the project.

The contention that family members served as crowd control and safety on the bridge is not particularly compelling given the number of children who travelled who would have presumably required some level of supervision by staff or family members.

As the Department took the view that inclusion of family members on the charter was in the public interest at the time charter arrangements were being made certain aspects on FAM 3307 were not performed. Specifically, DOT did not make arrangements with these 10 individuals before the charter to obtain their written agreement to pay their share of the charter costs and to pay the air carrier directly, nor did they make arrangements with the air carrier to receive and deduct these payments from the invoice to the GNWT.

The issue was raised as to whether travel for “spouses” of two members of Cabinet would be considered spousal travel under the Ministerial Benefits Policies – Spousal Travel (5.0). This was discussed in detail with the Department of the Executive. As there was no indication that protocol for the event made it either appropriate or required for Minister’s spouses to attend, the interpretation from the Executive is that the policy would not apply in this situation. In any case, the Policy requires approval from the Premier ahead of time which was neither sought nor obtained.

The Department of Transportation has taken steps to recover a pro-rata share of the air charter costs from 10 non-Government parties, plus applicable GST who travelled on the air charter.

While not specifically within the scope of this review, it was observed that a breach of contract by Air Tindi Ltd. may have occurred, as it appears they may have released confidential information without written authorization. Air Tindi Ltd. has confirmed that it did provide copies of charter documents that were used in this review to the MLA, Yellowknife Centre on December 5, 2012. DOT was not in receipt of these documents from Air Tindi Ltd. until after this review was initiated. The release of this information would appear to be in breach of the Air Charter Contract clause 25-

CONFIDENTIALITY – The Contractor shall ensure all and any information related to the affairs of the GNWT to which the contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not divulge, release or publish without the prior written approval of the GNWT.

This issue is being investigated separately by the Departments of Justice and Transportation.

CONCLUSIONS:

The Department of Transportation has complied with the major policy objective of FAM 3307 – Aircraft Chartering which is to ensure the GNWT only incurs the costs associated with travel for GNWT employees or non-government parties when it is for business purposes or in the public interest.

However the Department has not followed some other aspects of the Policy.

- a) Several sub-sections of section 4.3.1 were not followed, however, given that the Department initially misinterpreted the policy which led the Department to conclude that all travel was for business purposes or in the public interest, this omission is reasonable. Specific omissions were as follows:

4.3.1 (c) the air charter company agrees to non-government passengers

4.3.1 (e) non-government parties agree in writing to pay the carrier

4.3.1 (g) non-government parties pay the air carrier directly

- b) Sub-section 4.3.4 was not complied with. The section requires that where travel by non-government parties is deemed to be for business purposes or in the public interest a justification signed by the person authorizing the travel and a Regional Superintendent or Director of Finance and Administration.

The Department only formally documented their initial rationale for including family members after discussions with this office. In addition, there was no documented rationale for the other 12 non-government parties that were included on the charter that were not family members. There is a requirement for these decisions to be documented with clear evidence of approval.

Beyond the simple aspects of compliance, there are other issues that underlie some of the policy requirements. One is a legal liability issue associated with transporting non-government parties who are travelling for which there is no business purpose or in the public interest. If those travellers simply pay their share of costs to the GNWT, then they are contracting with the GNWT and the GNWT may be held legally liable should some form of loss occur. By making arrangements with the carrier and the individual in advance and having payments made directly to the carrier, the argument that the GNWT is the contractor is diminished.

CONFIDENTIAL

Another element of the policy recognizes that the GNWT has a tax agreement with Canada that provide a Tax Exempt status relative to GST/HST. However, to the extent that air charter services are purchased to transport non-government parties for business purposes or in the public interest, those services are not GST exempt and the GNWT is required to remit GST.

There is a need for the Department of Transportation to reinforce the requirements of FAM – 3307 Aircraft Chartering with its expenditure officers that may be requesting air charters and the designated Air Charter Liaison Officers. Managers should be aware of the requirements of the policy and the need to ensure required documentation is maintained on their air charter files.

It is also apparent that FAM 3307 could provide improved guidance to users with regard to what constitutes “business purpose” or “in the public interest”. The Office of the Comptroller General will undertake to provide greater clarification of these issues.

A handwritten signature in black ink, consisting of several large, overlapping loops and a long horizontal stroke extending to the right.

Warren St. Germaine
Comptroller General