

May 20, 2021
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**FROM:**     **Jeremy Adamson**  
Senior Policy Advisor  
Foreign Agricultural Service  
USDA

**TO:**        **Stuart Bender**  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:**   Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as a senior advisor. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278e Public Financial Disclosure Report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**Retirement Plan.** I continue to participate in 401k retirement savings plans with my former employers, Certis USA and Dow Chemicals. Neither I, nor my former employers have contributed to the respective 401ks since I terminated employment with them. Pursuant to 18 U.S.C. § 208, I do not anticipate participating personally and substantially in any particular matters that will have a direct and predictable effect on my financial interest in either 401k, but if

such a matter arises I will recuse and disqualify myself from that matter, unless I first obtain a written waiver or qualify for a regulatory exemption.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships (“covered relationships”) can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. “Particular matters involving specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

### **Former Employment**

On February 26, 2021, I resigned from my position as a portfolio manager at Certis USA. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Certis USA is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### **Biden Administration Ethics Pledge Commitments**

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. No. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on March 3, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More

specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employer, Certis USA, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to Certis USA for two years after the date of my appointment on March 3, 2021.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations.

Sincerely,

**JEREMY  
ADAMSON** Digitally signed by JEREMY ADAMSON  
Date: 2021.05.20 07:36:27 -0400

Jeremy Adamson  
Senior Policy Advisor  
Foreign Agricultural Service

February 25, 2021

**FROM:** **OLUGBENGA AJILORE**  
Senior Advisor  
Rural Development  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Advisor. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 20, 2021, I resigned from my position as Senior Economist at the Center for American Progress (CAP). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know CAP, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled "Executive Order

on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 27, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that “the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and ‘think tanks’ on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest.” See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3. I have been advised that my former employer, CAP, is properly considered a “think tank” under OGE guidance and, as a result, I am permitted to discuss general policy matters with CAP unless they have a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

*Olugbenga O Ajilore*

Olugbenga Ajilore  
Senior Advisor  
Rural Development  
U.S. Department of Agriculture

April 15, 2021

**FROM:** **Bidisha Bhattacharyya**  
Senior Policy Advisor, Farm Service Agency  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Policy Advisor. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. "Particular matters involving specific parties," for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally

include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

### **Former Employment**

On February 12, 2021 I resigned from my position as the Director for Climate and Energy Policy with the Center for American Progress. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Center for American Progress, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. No. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on February 22, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that “the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and ‘think tanks’ on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest.” See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3. I have been advised that my former employer, the Center for American Progress, is properly considered a “think tank” under OGE guidance and, as a result, I am permitted to discuss general policy matters with the Center for American Progress unless they have a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

Sincerely,

*Bidisha Bhattacharyya*

Bidisha Bhattacharyya  
Senior Policy Advisor, Farm Service Agency, USDA

February 4, 2021

**FROM:** SARA BLEICH  
Senior Advisor for COVID-19  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Advisor for COVID-19. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 19, 2021, before entering Federal service, I took an unpaid leave of absence from my position as Professor of Public Health Policy at the Harvard University T.H. Chan School of Public Health. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Harvard University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

On January 19, 2021, I resigned from my positions with the following entities:

- Weight Watchers (WW International, Inc.), Scientific Advisory Board Member



- VAL Health LLC, Scientific Advisory Board Member

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel.” Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 26, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with the following former clients nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to those entities for two years after the date of my appointment:

- 1) Weight Watchers (WW International, Inc.)
- 2) VAL Health LLC

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

**Sara Bleich** Digitally signed by Sara Bleich  
Date: 2021.02.04 10:24:52  
-05'00'

Sara Bleich  
Senior Advisor for COVID-19  
U.S. Department of Agriculture

May 4, 2021

**FROM:** Mickeala Carter  
Deputy Director  
Office of Communications  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Director, Office of Communications. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

I will retain my compensated position performing with the Worship Team at Clifton Park Baptist Church. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Clifton Park Baptist Church, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I will retain the following two unpaid positions:

- Communications Director, Black Professionals in Food and Agriculture
- Democratic Congressional Liaison<sup>1</sup>, Texas State Society

I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of either of the entities listed immediately above this paragraph, unless



<sup>1</sup> In June 2021, my title will change to Director with the Texas State Society.

I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on February 22, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employer, the Clifton Park Baptist Church, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to the Clifton Park Baptist Church for two years after the date of my appointment.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

 Digitally signed by Mickeala  
Carter  
Date: 2021.05.10 14:11:30 -04'00'

Mickeala Carter  
Deputy Director  
Office of Communications  
USDA

February 23, 2021

**FROM:** KUMAR CHANDRAN  
Senior Advisor  
Office of the Secretary  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Advisor. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 19, 2021, I resigned from my position as Policy Director at FoodCorps, Inc. (FoodCorps). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know FoodCorps, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse currently is employed on a salary basis by The Wyss Foundation, a private, charitable foundation headquartered in Washington, DC. Pursuant to 5 CFR 2635.502(b)(1)(iii), so long as my spouse is so employed, I will not participate in any particular matter involving specific parties in which the Wyss Foundation is a party or represents a party, unless I am authorized to participate.

## Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel.” Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 26, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employer, FoodCorps, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to FoodCorps for two years after the date of my appointment.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

**Kumar  
Chandran**

Digitally signed by Kumar  
Chandran  
Date: 2021.03.01 09:15:55  
-05'00'

Kumar Chandran  
Senior Advisor  
Office of the Secretary  
U.S. Department of Agriculture

February 23, 2021

**FROM:** STACY DEAN  
Deputy Under Secretary  
Food, Nutrition, and Consumer Services  
U.S. Department of Agriculture

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
U.S. Department of Agriculture

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Under Secretary for Food, Nutrition, and Consumer Services. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 19, 2021, I resigned from my position as Vice President for Food Assistance Policy at the Center on Budget and Policy Priorities (CBPP). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know CBPP, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse currently is employed on a salary basis by the District of Columbia's Department of Health Care Finance, a division of the District of Columbia government. Pursuant to the impartiality regulation at 5 CFR 2635.502(b)(1)(iii), so long as my spouse is so employed, I will not participate in any particular matter

involving specific parties in which the District of Columbia government is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel.” Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 29, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that “the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and ‘think tanks’ on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest.” See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3. I have been advised that my former employer, CBPP, is properly considered a “think tank” under OGE guidance and, as a result, I am permitted to discuss general policy matters with CBPP unless they have a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,



Stacy Dean  
Deputy Under Secretary  
Food, Nutrition, and Consumer Services  
U.S. Department of Agriculture

**FROM:** Jasmine Dickerson  
Legislative Director  
Office of Congressional Relations  
USDA

**TO:** Anne Knapke  
Deputy Assistant Secretary of Congressional Relations  
USDA

Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Legislative Director. The Office of Ethics did not identify any actual or apparent conflicts of interest based upon its review of the financial information in the Executive Branch Personnel Public Financial Disclosure Report (OGE Form 278e) that I submitted on March 4, 2021; nor am I currently aware of any personal circumstances that could lead to an actual or apparent conflict of interest with my duties.

### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.



**General impartiality (5 CFR § 2635.502).** In addition to conflicting financial interests, I am aware that certain other financial relationships (“covered relationships”) can affect my ability to perform the duties of my position. While these covered relationships will not result in prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E.

“Particular matters involving specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

I believe that the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

A handwritten signature in black ink that reads "Jasmine Dickerson". The signature is written in a cursive, flowing style.

Jasmine Dickerson  
Legislative Director  
Office of Congressional Relations

June 22, 2021

FROM: Laura Driscoll  
Legislative Advisor, Office of Congressional Relations  
USDA

TO: Anne Knapke  
Deputy Assistant Secretary of Congressional Relations  
USDA

Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

SUBJECT: Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Legislative Advisor. The Office of Ethics did not identify any actual or apparent conflicts of interest based upon its review of the financial information in the Executive Branch Personnel Public Financial Disclosure Report (OGE Form 278e) that I submitted on June 15, 2021; nor am I currently aware of any personal circumstances that could lead to an actual or apparent conflict of interest with my duties.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality (5 CFR § 2635.502).** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While these covered relationships will not result in prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific

parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E.

“Particular matters involving specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector. I have been advised that my former employer, The U.S. House of Representatives, is not a covered relationship under to 5 C.F.R. part 2635, subpart E.

**Biden Administration Ethics Pledge Commitments:** On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel.” Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 29, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. I have been advised that my former employer, The U.S. House of Representatives, is not covered under the Biden Administration Ethics Pledge.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

*LAURA DRISCOLL*

Laura Driscoll  
Legislative Advisor, Office of Congressional Relations  
USDA

April 19, 2021

**FROM:** Maribel Duran  
Deputy Chief of Staff for Operations  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Chief of Staff for Operations. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On February 21, 2021, before entering Federal service, I resigned from my positions as Managing Director, Equity and Inclusion & Chief of Staff, Leadership Division, at The Aspen Institute, a nonprofit organization. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

On December 31, 2020, I resigned from my position as Leadership and DEIB Advisor at The Democracy Fund, The Brain Trust for a Representative Democracy (Brain Trust). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on February 22, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with the following former employers nor otherwise participate in any particular matter involving specific parties that are directly and substantially related to these entities for two years after the date of my appointment:

- The Aspen Institute
- The Democracy Fund, The Brain Trust for a Representative Democracy

I have been advised that, in accordance with guidance issued by the U.S. Office of Government Ethics,<sup>1</sup> the expanded definition of party matter in the Ethics Pledge is not intended to interfere with my ability to consult with experts at educational institutions and non-profit “think tanks” (such as The Aspen Institute) on general policy matters, where The Aspen Institute does not have a financial interest and only has an academic or broad policy interest. If I have a specific question on any such matter, I will consult with the Office of Ethics and follow the advice provided to me.

I believe that the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

**Maribel Duran** Digitally signed by Maribel Duran  
Date: 2021.04.19 15:28:02 -04'00'

Maribel Duran  
Deputy Chief of Staff for Operations  
USDA

<sup>1</sup> See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3.

**FROM:** Sandra Eskin  
Deputy Under Secretary for Food Safety  
Office of Food Safety  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Under Secretary for Food Safety. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278e, Public Financial Disclosure Report. I understand that the Department leadership, in coordination with the Office of Ethics, may require amendments to this agreement to account for changed circumstances.

#### AGREEMENT

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. "Particular matters involving specific parties," for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally

include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

### **Former Employment**

On March 12, 2021, I resigned from my position as the Project Director for Food Safe at The Pew Charitable Trusts. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know The Pew Charitable Trusts, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### **Spousal Employment.**

My spouse currently is employed on a salary basis by both The George Washington University Law School and Stanford University (The Bing Stanford in Washington Program). Pursuant to 5 CFR 2635.502(b)(1)(iii), so long as my spouse is so employed, I will not participate in any particular matter involving specific parties in which any of my spouse's employers are a party or represents a party, unless I am authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled "Executive Order on Ethics Commitments by Executive Branch Personnel" (E.O. No. 13989). Among other things, this Executive Order requires every "appointee" in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on March 26, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of "particular matter involving specific parties" than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term "particular matter involving specific parties" also includes any meeting or other communication relating to the performance of one's official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that "the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and 'think tanks' on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest." See OGE Legal Advisory DO-09-11 "Ethics Pledge: Revolving Door Ban--All Appointees Entering Government." (Issued March 26, 2009) at footnote 2. I have been advised that my former employer, The Pew Charitable Trusts, is properly considered a "think tank" under OGE guidance and, as a result, I am permitted to discuss general policy matters with The Pew Charitable Trusts unless it has a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations.

Sincerely,

SANDRA ESKIN	Digitally signed by SANDRA ESKIN Date: 2021.05.04 13:19:19 -04'00'
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SANDRA ESKIN  
Deputy Under Secretary for Food Safety  
Office of Food Safety



February 15, 2021

**FROM:** Katharine Ferguson  
Chief of Staff to the Secretary of Agriculture  
U.S. Department of Agriculture

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Chief of Staff to the Secretary of Agriculture. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE-278e Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 19, 2021, before entering Federal service, I resigned from my position as Associate Director, Community Strategies Group with the Aspen Institute (a nonprofit organization). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled "Executive Order on Ethics

Commitments by Executive Branch Personnel” (E.O. No. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 26, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with the following former employer nor otherwise participate in any particular matter involving specific parties that are directly and substantially related to this entity for two years after the date of my appointment:

- The Aspen Institute

I have been advised that, in accordance with guidance issued by the U.S. Office of Government Ethics,<sup>1</sup> the expanded definition of party matter in the Ethics Pledge is not intended to interfere with my ability to consult with experts at educational institutions and non-profit “think tanks” (such as The Aspen Institute) on general policy matters, where The Aspen Institute does not have a financial interest and only has an academic or broad policy interest. If I have a specific question on any such matter, I will consult with the Office of Ethics and follow the advice provided to me.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278e Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

*Katharine Ferguson*

Katherine Ferguson  
Chief of Staff to the Secretary of Agriculture  
U.S. Department of Agriculture

<sup>1</sup> See U.S. Office of Government Ethics (OGE) Legal Advisory DO-09-11 at: [https://oge.gov/Web/oge.nsf/Legal%20Docs/D13BCBEB4F01ED67852585BA005BECBB/\\$FILE/DO-09-011.pdf?open](https://oge.gov/Web/oge.nsf/Legal%20Docs/D13BCBEB4F01ED67852585BA005BECBB/$FILE/DO-09-011.pdf?open).

April 21, 2021

**FROM:** Andrew Green  
Senior Advisor, Agricultural Marketing Service  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Advisor. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. "Particular matters involving specific parties," for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally

include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

### **Former Employment**

On February 28, 2021 I resigned from my position as Senior Fellow, Economic Policy with the Center for American Progress. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Center for American Progress, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

**Spousal Employment.** My spouse currently is employed on a salary basis by the Center for American Progress. Pursuant to 5 CFR 2635.502(b)(1)(iii), so long as my spouse is so employed, I will not participate in any particular matter involving specific parties in which the Center for American Progress, is a party or represents a party, unless I am authorized to participate.

### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. No. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on March 1, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that “the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and ‘think tanks’ on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest.” See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3. I have been advised that my former employer, the Center for American Progress, is properly considered a “think tank” under OGE guidance and, as a result, I am permitted to discuss general policy matters with the Center for American Progress unless they have a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

Sincerely,

*Andrew J. Green*

Andrew Green  
Senior Advisor, Agricultural Marketing Service, USDA

July 15, 2021

**FROM:** Jon Hurst  
Special Assistant to the Deputy Secretary  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Special Assistant to the Deputy Secretary. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

Prior to entering Federal service, I resigned from positions with the following entities:

- North Carolina Democratic Party
- Biden for President (campaign organization)

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on May 21, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employers, the North Carolina Democratic Party, and Biden for President, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to either of those entities for two years after the date of my appointment.

I believe that the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,



Jon Hurst  
Special Assistant to the Deputy Secretary  
USDA

February 19, 2021

**FROM:** Justin Maxson  
Deputy Undersecretary for Rural Development  
Rural Development  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Undersecretary for Rural Development. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary. I agree to provide a copy of this agreement to my chain of command.

#### **AGREEMENT**

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. "Particular matters involving specific parties," for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.



The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties: The Mary Reynolds Babcock Foundation, a 501(c)(3) non-profit.

### **Former Employment**

On January 22, 2021, I resigned from my position as Chief Executive Officer with the Mary Reynolds Babcock Foundation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Mary Reynolds Babcock Foundation, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### **Biden Administration Ethics Pledge Commitments**

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel.” Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 27, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employer, the Mary Reynolds Babcock Foundation, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to this entity for two years after the date of my appointment.

I believe the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278e Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278es of other employees who file public financial disclosure reports.

Sincerely,

**Justin D Maxson**

Justin Maxson  
Deputy Undersecretary for Rural Development  
Rural Development  
USDA

May 4, 2021

**FROM:** Karama Neal  
Administrator for Rural Business-Cooperative Service  
Rural Development  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Administrator for the Rural Business-Cooperative Service. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. "Particular matters involving

specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

**Former Employment.** Prior to my appointment date, I resigned from my position as President with Southern Bancorp Community Partners. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Southern Bancorp Community Partners, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Furthermore, prior to my appointment date, I resigned from my positions as Board Member with:

- Federal Reserve Bank of St. Louis: Little Rock Branch
- Mary Reynolds Babcock Foundation
- Central Arkansas Library System

and as Commissioner with:

- Arkansas Access to Justice Commission

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Federal Reserve Bank of St. Louis: Little Rock Branch, the Mary Reynolds Babcock Foundation, the Central Arkansas Library System, or the Arkansas Access to Justice Commission, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I am the sole proprietor of my consulting firm, which does business as The Neal Firm. Upon my appointment, my consulting firm will cease engaging in any business, including the representation of clients. During my appointment to the position of Administrator for Rural Business-Cooperative Service, the consulting firm will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the law firm while it is in an inactive status. As Administrator for Rural Business-Cooperative Service, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of The Neal Firm. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). My former clients covered by this provision are:

- Olly Neal Advocates
- KKAC Foundation
- Georgia Initiative for Community Housing

**Spousal Employment.** My spouse currently is employed on a salary basis by the Pulaski County Special School District. Pursuant to 5 CFR 2635.502(b)(1)(iii), so long as my spouse is so employed, I will not participate in any particular matter involving specific parties in which the Pulaski County Special School District is a party or represents a party, unless I am authorized to participate.

**Representation and representational activities (18 U.S.C. §§ 203 & 205).** I am aware that some of the interests listed above either currently require or reasonably may involve interaction with the Federal Government. I acknowledge that, during my tenure as a Federal official, there are statutory constraints limiting my ability, as a private person, to interact with the Executive or Judicial branches of the Federal government as a representative on behalf of others. However, I may represent my own interests before the Federal government.

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. No. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on April 5, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge, I agreed to the following:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employers or my former clients, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to these entities for two years after the date of my appointment. My former employers and clients covered by this provision are:

- Southern Bancorp Community Partners
- Federal Reserve Bank of St. Louis: Little Rock Branch
- Mary Reynolds Babcock Foundation
- Central Arkansas Library System
- Arkansas Access to Justice Commission
- Olly Neal Advocates
- KKAC Foundation
- Georgia Initiative for Community Housing

I believe the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278e Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278es of other employees who file public financial disclosure reports.

Sincerely,

A handwritten signature in black ink, appearing to read "Karama Neal". The signature is fluid and cursive, with the first name "Karama" written in a larger, more prominent script than the last name "Neal".

Karama Neal  
Administrator for Rural Business-Cooperative Service  
Rural Development  
USDA

June 21, 2021

**FROM:** Kimberly Peyser  
Deputy Assistant Secretary for Administration  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Assistant Secretary for Administration. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

Prior to entering Federal service, I resigned from my positions with the following two entities:

- Lockwood Strategy
- PT Fund Inc.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse is employed by Capco, in a position for which he receives a fixed annual salary and a bonus tied to his performance. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Capco, I will not participate personally and substantially in any particular matter involving specific parties in which I know Capco, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have been advised that the duties of the position of Deputy Assistant Secretary for Administration may involve particular matters affecting the financial interests of the following entities:

- Amazon.com, Inc. (AMZN)
- Alphabet, Inc. (GOOGL)

The agency has determined that it is not necessary at this time for me to divest my interests in these entities because the likelihood that my duties will involve any such matter is remote. Accordingly, with regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity for as long as I own it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed at the outset of my appointment. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employers, Lockwood Strategy and PT Fund Inc., nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to those entities for two years after the date of my appointment.

I believe that the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,



Kimberly Peyser  
Deputy Assistant Secretary for Administration  
USDA

February 25, 2021

**FROM:** **REBECCA PIAZZA**  
Senior Advisor for Delivery  
Food and Nutrition Service  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Senior Advisor for Delivery. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. This agreement may be modified by the agency as it deems necessary.

#### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 19, 2021, I resigned from my position as Vice President of Delivery at Nava Public Benefit Corporation (Nava). Because I will continue to hold stock options in Nava., I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Nava., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse is an employee of Mapbox, Inc., and he participates in the employee stock ownership plan, whereby he owns both Mapbox, Inc. stock and stock options. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Mapbox, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).



## Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled “Executive Order on Ethics Commitments by Executive Branch Personnel” (E.O. 13989). Among other things, this Executive Order requires every “appointee” in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 27, 2021. I am bound by its requirements and restrictions in addition to the commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties with a former employer or former client, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. As such, I will not meet with my former employer, Nava, nor otherwise participate in any particular matter involving specific parties that is directly and substantially related to Nava for two years after the date of my appointment.

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

**Rebecca  
Piazza**

Digitally signed by Rebecca  
Piazza  
Date: 2021.02.25 13:51:34  
-05'00'

Rebecca Piazza  
Senior Advisor for Delivery  
Food and Nutrition Service  
USDA

June 7, 2021

**FROM:** Edward Shimkus  
Legislative Advisor  
Office of Congressional Relations  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Legislative Advisor in the Office of Congressional Relations. The Office of Ethics did not identify any actual or apparent conflicts of interest based upon its review of the financial information in the Executive Branch Personnel Public Financial Disclosure Report (OGE Form 278e) that I submitted on June 6, 2021; nor am I currently aware of any personal circumstances that could lead to an actual or apparent conflict of interest with my duties.

#### AGREEMENT

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

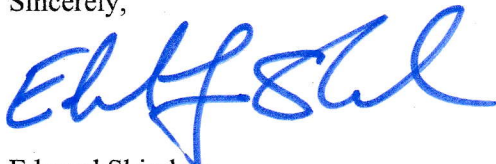
**General impartiality (5 CFR § 2635.502).** In addition to conflicting financial interests, I am aware that certain other financial relationships ("covered relationships") can affect my ability to perform the duties of my position. While these covered relationships will not result in prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E.

“Particular matters involving specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. However, it does not normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector.

I believe that the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,



Edward Shimkus  
Legislative Advisor  
Office of Congressional Relations  
USDA

**FROM:** Heather D. Thompson  
Director, Office of Tribal Relations  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**DATE:** March 2, 2021

**SUBJECT:** Ethics Agreement

The purpose of this memorandum is to set forth the steps that I will take to avoid any actual or apparent conflict of interest with my duties as Director, USDA Office of Tribal Relations. The following agreement is designed to address potential ethics problems identified by the Office of Ethics based upon its review of the financial information I provided in my OGE 278 Public Financial Disclosure report which I submitted January 27, 2021. This agreement may be modified by the agency as it deems necessary.

#### AGREEMENT

I understand I am responsible to know the ethics rules applicable to me and abide by those rules. I further understand a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance. I will consult the Office of Ethics if I have a change in circumstances or questions about the application of the ethics rules.

**Conflicts of Interest (18 USC § 208).** As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

**Former Employer and Former Clients.** Prior to my employment at USDA, I was employed as of counsel at Greenberg Traurig, LLP ("Former Employer"), and served as a consultant for Native American Capital, LLC ("NAC"). Greenberg Traurig is a law firm headquartered in Miami, Florida, and I worked in the Denver, Colorado, and Rapid City, South Dakota, offices from 2014 until January 2021. NAC is a consultancy group headquartered in Washington, DC, that works with businesses seeking partnerships with tribes and investors seeking to capitalize Native American-owned enterprises. I was a consultant for NAC until December 2020. The list containing my former employer and former clients for whom I provided legal advice during the two years prior to my USDA employment, including NAC, is provided in the table on page 3 below ("Former Employer and Former Clients"). I confirm there are no pending legal matters

for my Former Employer or Former Clients which require my involvement because all pending matters for my Former Employer and Former Clients were either reassigned to another attorney or resolved prior to my USDA appointment on January 20, 2021.

Pursuant to Paragraph 2 of the Ethics Pledge (Exec. Order on Ethics Commitments by Executive Branch Personnel issued January 21, 2021), I will not, for a period of two (2) years from the date of my appointment, participate in any particular matter involving specific parties that is directly and substantially related to my Former Employer or Former Clients, including regulations and contracts.

**Outside Relationships.** I will continue to serve on Advisory Boards for the James Beard Fund of the James Beard Foundation, a non-profit organization located in New York City, New York, and the Cheyenne River Youth Project, a non-profit organization located in Eagle Butte, South Dakota. I will also continue to volunteer with the Rapid City Indian Boarding School Lands Project, a volunteer grassroots initiative in Rapid City, South Dakota. Currently, I am not compensated for these positions other than travel reimbursement. In accordance with 5 CFR §8301, I will submit an OE-101 – Request for Approval of Outside Activity/Employment to my supervisor and the Office of Ethics to obtain approval if circumstances change and I am compensated for any of these activities. Pursuant to 5 CFR §2635.502(b)(1)(i), to avoid the appearance of a conflict of interest, I will not participate in any particular matter involving specific parties in which the James Beard Foundation, the Cheyenne River Youth Project, and the Rapid City Indian Boarding School Lands Project (collectively ‘Outside Relationships’) is a party or represents a party unless I am authorized to do so.

**Real Property.** I own a single-family home in Washington, DC, and a single-family home in Rapid City, SD. These two homes are rented on a fixed-cash basis to four tenants (my ‘Tenants’). I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on my interest in the value of these properties unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. §208(b)(2).

**General impartiality.** In addition to conflicting financial interests, I am aware that certain other financial relationships (“covered relationships”) can affect my ability to perform the duties of my position. I understand “covered relationships” include, without limitation, members of my household. While participation in matters affecting these covered relationships will not result in criminal prosecution, they may, depending upon the circumstances, lead to administrative actions, including removal. Where such covered relationships exist, I understand that I may not participate in any particular matter involving specific parties in which the covered relationship is, or represents, a party, unless I am authorized to participate pursuant to 5 C.F.R. part 2635, subpart E. “Particular matters involving specific parties,” for purposes of this section, includes only those matters in which the covered relationship is directly engaged as party or representative, such as contracts, grants, loans, agreements, litigation, and other arrangements that specifically involve the interest. “Particular matters involving specific parties” does NOT normally include legislation, regulation, broad policymaking, and program development even if such may directly and predictably affect the interest as one of a group or sector. However, I acknowledge the recusal obligation imposed in Paragraph 2 of the Ethics Pledge defines ‘particular matters involving specific parties’ as inclusive of regulations for purposes of the two-year recusal obligation.

The following interests have been identified, either by me or to me, as presenting potential conflicting relationships that could create the appearance of a conflict of interest with my official duties:

**Covered Relationships.** Mr. Raycen American Horse Raines is a member of my household, which constitutes a ‘covered relationship’ as defined in 5 C.F.R. §2635.502(b)(1)(ii). He operates a greenhouse

located in Batesland, SD. I do not have an ownership interest in the greenhouse. To the best of my knowledge and belief, Mr. Raines does not currently participate in USDA programs. Pursuant to 5 CFR §2635.502(b)(1)(i), to avoid the appearance of a conflict of interest, I will not participate in any particular matter involving specific parties in which Mr. Raines is a party or represents a party unless I am first authorized to do so. In the event Mr. Raines seeks to participate in a matter of which I am unaware as of the date of this Agreement, I will recuse from the matter as soon as I know or have reason to know of Mr. Raines's participation. I acknowledge that I am a member of the Cheyenne River Sioux Tribe, headquartered in Eagle Butte, South Dakota ("Tribe"). I am not a member of the Cheyenne River Sioux Tribal Council; however, I actively participate in my personal capacity in specific programs of the Tribe, such as the Cheyenne River Youth Project. I understand my active participation in the Tribe constitutes a 'covered relationship' as defined in 5 C.F.R. §2635.502(b)(1)(v). Pursuant to 5 CFR §2635.502(b)(1)(i), to avoid the appearance of a conflict of interest, I will not participate in any particular matter involving specific parties in which the Tribe is a party or represents a party unless I am first authorized to do so.

**Representation and representational activities (18 U.S.C. §§ 203 and 205).** I am aware that some of the interests listed above either currently require or reasonably may involve interaction with the Federal Government. I realize that, during my tenure as a Federal official, there are statutory constraints upon my ability, as a private person, to interact with the Executive or Judicial branches of the Federal government on behalf of others. However, I may represent my own personal interests before the Federal government.

Accordingly, during my tenure as a Federal employee, I will not:

- (1) Meet with an officer of the Executive or Judicial branches of the Federal government on behalf of my Outside Relationships, Covered Relationships, Tenants, or on behalf of any other person or entity concerning any business that they have with the Federal government;
- (2) Communicate, orally or in writing, with an officer of the Executive or Judicial branches of the Federal government on behalf of my Outside Relationships, Covered Relationships, Tenants, or on behalf of any other person or entity concerning any business that they have with the Federal government; or
- (3) Seek or accept a commission, gratuity, fee, or any other form of compensation from a non-Federal source, for services that I provide, or work that I do, that is directly related to the efforts of another to meet or communicate with an officer of the Executive or Judicial branches of the Federal government on behalf of my Outside Relationships, Covered Relationships, Tenants, or on behalf of any other person concerning any business that they have with the Federal government.

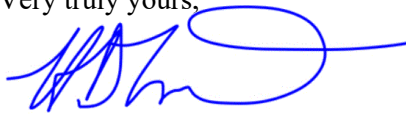
**Screening Arrangements.** In order to help ensure that I do not participate in matters relating to my Outside Relationships, Tenants or Covered Relationships, as defined above (hereafter collectively my 'Recusal Obligations'), or my Former Employer or Clients, I have taken or will take the following steps: (1) Instructed Linda Cronin, Deputy Director, to screen all matters directed to my attention that involve outside entities, or that require my participation, to determine if they involve my Recusal Obligations. If Ms. Cronin determines that a matter involves my Recusal Obligations, directly or indirectly, she will refer them to my supervisor for action or assignment, without my input, involvement or recommendation for resolution, and (2) Instructed Linda Cronin, Deputy Director to screen all matters directed to my attention that involve outside entities, or that require my participation, to determine if they involve my Former Employer or Former Clients. If Ms. Cronin determines that a matter involves my Former Employer or Former Clients, directly or indirectly, she will refer them to my supervisor for action or assignment, without my input, involvement or recommendation for resolution, until January 20, 2023. I understand I may discuss matters solely of a personal nature with my Recusal Obligations, Former Employer and Former Clients.

**Ethics Pledge.** I understand that, as an appointee, I must continue to abide by the Ethics Pledge (Exec. Order on Ethics Commitments by Executive Branch Personnel issued January 21, 2021) which I signed and I further understand that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I believe the above actions will serve to keep me free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'H. Thompson', with a large, stylized flourish extending to the right.

Heather D. Thompson  
Director, Office of Tribal Relations

### Former Employer and Former Clients

- |     |  |  |
|-----|--|--|
| 1.  | Greenberg Traurig (“GT”)                                 | Miami, Florida; Denver, Colorado; Rapid City, SD |
| 2.  | Native American Capital, LLC (“NAC”)                     | Washington, DC                                   |
| 3.  | Ute Mountain Ute Tribe                                   | Towaoc, Colorado                                 |
| 4.  | Island Mountain Development/Ft. Belknap Indian Community | Hayes, Montana                                   |
| 5.  | Rosebud Economic Development Authority                   | Mission, South Dakota                            |
| 6.  | Dakota Nation Development Corp/Sisseton Wahpeton Tribe   | Agency Village, South Dakota                     |
| 7.  | Chitimacha Tribe of Louisiana                            | Charenton, Louisiana                             |
| 8.  | Santa Ana Pueblo   | Santa Ana, New Mexico                            |
| 9.  | NVE Enterprises/Village of Eyak                          | Village of Eyak, Alaska                          |
| 10. | Yurok Tribe  | Klamath, California                              |
| 11. | Tlingit & Haida Indian Tribes of Alaska                  | Juneau, Alaska                                   |
| 12. | Native American Bank, N.A.                               | Denver, Colorado                                 |
| 13. | Creditserve  | Pflugerville, Texas                              |
| 14. | Cane Bay Partners VI, LLLP                               | Hayward, Wisconsin                               |
| 15. | Eventide LLC   | Dallas, Texas                                    |
| 16. | Public Finance Authority                                 | Madison, Wisconsin                               |



May 5, 2021

**FROM:** Mae Wu  
Deputy Under Secretary for Marketing and Regulatory Programs  
USDA

**TO:** Stuart Bender  
Designated Agency Ethics Official and  
Director, Office of Ethics  
USDA

**SUBJECT:** Ethics Agreement

The purpose of this letter is to acknowledge my obligation to avoid any actual or apparent conflicts of interest with my duties as Deputy Under Secretary for Marketing and Regulatory Programs. The following agreement is designed to address potential ethics issues identified by the Office of Ethics based upon its review of the information I provided in my OGE 278 Public Financial Disclosure report. I understand that the Department leadership, in coordination with the Office of Ethics, may require amendments to this agreement to account for changed circumstances.

### **AGREEMENT**

I understand that I am responsible to know the ethics rules applicable to me and to abide by those rules. I understand that a change in my circumstances may precipitate the need for an ethics agreement that specifically addresses the issue(s) raised by the circumstance.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). "Particular matter," for purposes of this paragraph, includes not only matters involving a specific proceeding affecting the legal rights of the parties, such as contracts, claims, controversies, investigations, grants, loans, agreements, litigation, and other arrangements involving a specific party or parties, but also legislation, regulation, broad policymaking, and program development that are focused on a particular sector or the interests of a discrete and identifiable class of persons. I understand that the interests of the following persons are imputed to me: any spouse or minor child of mine; any general partner of a partnership in which I am a limited or general partner; any organization in which I serve as officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment. By law, this means that all financial interests of these persons are considered to be mine as if I owned them personally.

On January 22, 2021, before entering Federal service, I resigned from my positions as Senior Director, at the Natural Resources Defense Council (NRDC), a nonprofit organization. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### Biden Administration Ethics Pledge Commitments

On January 20, 2021, President Biden signed an Executive Order titled "Executive Order on Ethics Commitments by Executive Branch Personnel" (E.O. 13989). Among other things, this Executive Order requires every "appointee" in each executive agency appointed on or after January 20, 2021, to sign the Ethics Pledge established therein. I understand that as a Biden Administration appointee I must continue to abide by the Ethics Pledge that I signed on January 25, 2021. I am bound by its requirements and restrictions in addition to the

commitments I have made in this ethics agreement, which may overlap. Of particular note in the Ethics Pledge is the following provision:

*2. Revolving Door Ban — All Appointees Entering Government. I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.*

The Ethics Pledge contains a more expansive definition of “particular matter involving specific parties” than that set forth in section 2641.201(h) of title 5, Code of Federal Regulations. More specifically, under the Ethics Pledge, the term “particular matter involving specific parties” also includes any meeting or other communication relating to the performance of one’s official duties that involve a former employer, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties. However, the Office of Government Ethics (OGE) has advised that “the expanded definition of party matter is not intended to interfere with the ability of appointees to consult with experts at educational institutions and ‘think tanks’ on general policy matters, at least where those entities do not have a financial interest, as opposed to an academic or ideological interest.” See OGE Legal Advisory DO-09-11 “Ethics Pledge: Revolving Door Ban--All Appointees Entering Government.” (Issued March 26, 2009) at footnote 3. I have been advised that my former employer, NRDC, is properly considered a “think tank” under OGE guidance and, as a result, I am permitted to discuss general policy matters with NRDC unless they have a financial interest, as opposed to an academic or ideological interest, in the matter to be discussed.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I believe that the above actions will serve to keep my free from any actual or apparent violation of conflicts laws and regulations. This agreement is effective immediately. If I have any questions regarding the scope or application of this agreement, I will consult the USDA Office of Ethics.

I have been advised that this ethics agreement, as well as my OGE Form 278 Public Financial Disclosure Report, will be available to the public upon request, consistent with ethics agreements and OGE Form 278s of other employees who file public financial disclosure reports.

Sincerely,

**Mae Wu** Digitally signed by Mae Wu  
Date: 2021.05.05 16:40:56  
-04'00'

Mae Wu  
Deputy Under Secretary for Marketing and Regulatory Programs  
USDA

**TO:** Dr. Jewel H. Bronaugh  
Deputy Secretary  
United States Department of Agriculture

**FROM:** Stuart Bender *Stuart Bender*  
Designated Agency Ethics Official and  
Director, Office of Ethics  
United States Department of Agriculture

**SUBJECT:** Limited Authorization for You to Participate in Certain Official Matters involving Your Former Employer (the Commonwealth of Virginia) in accordance with Federal Ethics Impartiality Regulations (5 C.F.R. Section 2635.502(d)).

**DATE:** May 17, 2021

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**Introduction:**

This memo provides formal authorization for you to participate, as the Deputy Secretary for the U.S. Department of Agriculture (USDA), in specific matters involving your most recent previous employer, the Virginia Department of Agriculture and Consumer Services, pursuant to the Standards of Ethical Conduct at 5 C.F.R. Section 2635.502(d). Because you are a political appointee, you are subject to both the Standards of Ethical Conduct (5 C.F.R. Part 2635) as well as President Biden’s Executive Order No. 13989 which requires Administration appointees to sign and adhere to the Ethics Pledge. The Ethics Pledge at E.O. 13989 Section 2(k) defines a former employer as:

*“any person for whom the appointee has within the 2 years prior to the date of his or her appointment served as an employee, officer, director, trustee, or general partner, except that “former employer” does not include any executive agency or other entity of the Federal Government, State or local government, the District of Columbia, Native American tribe, or any United States territory or possession . or any international organization in which the United States is a member state.”*

(Underlining supplied).

As noted above, the Ethics Pledge’s restrictions do **not** apply when an appointee’s former employer is an “entity of the Federal Government, State or local government . . . .” This is a common-sense exclusion of State Government from the definition of a “former employer,” since the Federal government has a long history and strong interest in working collaboratively with State Governments to benefit the public.

While the Virginia Department of Agriculture and Consumer Services is not considered a former employer for purposes of the President’s Ethics Pledge, it is considered a former employer for

purposes of the Standards of Ethical Conduct's impartiality regulations (5 C.F.R. Section 2635.502). The impartiality rule imposes a one-year cooling off period on all incoming new Federal employees regarding particular matters involving their former employer. 5 C.F.R Section 2635.502(b)(1)(iv). However, the rules also provide a common-sense method for allowing employees to participate in such matters where the potential risk of an appearance of losing impartiality on balance is determined to be minimal and outweighed by the benefit to the public. In such situation, a neutral Ethics Official must issue a written authorization, in accordance with the Standards of Ethical Conduct (at 5 C.F.R. Section 2635.502(d)), which permits an employee to work with his or her former employer. **Pursuant to the authority provided to me in Section 2635.502(d), and for the reasons detailed below, this memorandum constitutes formal authorization permitting you to work collaboratively, in your USDA position, with your former State Government employer, the Virginia Department of Agriculture and Consumer Services.**

### **Factual Background:**

From May, 2018 until May 13, 2021, you were employed by the Commonwealth of Virginia as the Commissioner of the Virginia Department of Agriculture and Consumer Services. Established in 1877, the Virginia Department of Agriculture and Consumer Services promotes the economic growth and development of Virginia agriculture, provides consumer protection, and encourages environmental stewardship.

You were confirmed by the Senate on May 13, 2021, to be USDA's Deputy Secretary, and sworn into office on May 17, 2021. Consequently, because you resigned your Commissioner position on May 13, 2021, you are under a one year cooling off period with your former employer until May 13, 2022.

### **Ethics Analysis:**

#### **I. The Standards of Ethical Conduct impose a six-factor test for determining whether an authorization to participate is justified. Your situation meets all six factors.**

An authorization to participate despite having a covered relationship<sup>1</sup> is appropriate only when the interest of the Federal Government in the employee's participation outweighs the concern that a

<sup>1</sup> An employee is deemed to have a "covered relationship" with, among others, "any person for whom the employee has, within the last year, served as officer, director, trustee, general partner, agent, attorney, consultant, contractor or employee. 5 C.F.R. § 2635.502(b)(1)(iv).

- (1) The nature of the relationship involved;
- (2) The effect that resolution of the matter would have upon the financial interests of the person involved in the relationship;
- (3) The nature and importance of the employee's role in the matter, including the extent to which the employee is called upon to exercise discretion in the matter;

reasonable person may question the integrity of the agency's programs and operations. The Office of Ethics makes this determination in writing by weighing six factors, as established in the Standards of Ethical Conduct:

Below is my analysis, based upon the information you have provided to the Office of Ethics:

**1. The nature of the relationship involved.**

You have confirmed that you once you resign from your Commissioner position, you will not have any ongoing financial ties with the Virginia Department of Agriculture and Consumer Services. Thus, you do **not** have a financial conflict of interest under 18 U.S.C. § 208(a)(1).

**2. The effect that resolution of the matter would have upon the financial interests of the person involved in the relationship.**

Although the mission of the Virginia Department of Agriculture and Consumer Services aligns very closely with that of USDA, it is important to note that because you will have terminated your employment with the Commonwealth of Virginia, have no arrangement for future employment with the Commonwealth of Virginia. As a result, I have determined that your work as Deputy Secretary involving particular matters involving the Commonwealth of Virginia would have no effect upon your financial interests.

**3. The nature and importance of the employee's role in the matter, including the extent to which the employee is called upon to exercise discretion in the matter.**

USDA and the Virginia Department of Agriculture and Consumer Services both share a common mission of assisting and educating agricultural producers in the Commonwealth of Virginia. Moreover, precluding you from participating in all USDA matters involving the Commonwealth of Virginia would deprive the Federal government of your expertise in State government issues related to agriculture and the environment and create an unintended host of lost opportunities to facilitate coordination and communication between USDA and state and local government entities in the Commonwealth of Virginia.

**4. The sensitivity of the matter.**

Your role as Deputy Secretary in USDA's ongoing coordination with the Virginia Department of Agriculture and Consumer Services is a critical one but not particularly "sensitive" as characterized by these regulations. For example, you will not be heading up any confidential

(4) The sensitivity of the matter;

(5) The difficulty of reassigning the matter to another employee; and (6) Adjustments that may be made in the employee's duties that would reduce or eliminate the likelihood that a reasonable person would question the employee's impartiality.

investigation or audit of the Virginia Department of Agriculture and Consumer Services' compliance with USDA programs.

**5. The difficulty in reassigning all matters involving the Virginia Department of Agriculture and Consumer Services to another employee.**

As USDA's Deputy Secretary, you will be the second highest ranking official at the U.S. Department of Agriculture. It would be unnecessarily burdensome to USDA to reassign all communications about the current and potential initiatives involving USDA and the Virginia Department of Agriculture and Consumer Services. Your role as USDA's Deputy Secretary is one with a high level of public visibility and is accountable to oversight by the Congress. As the second highest ranking official at USDA, it would be difficult to reassign your duties with regard to particular matters involving the Commonwealth of Virginia to the only USDA executive who would be in a position of authority over you, the Secretary of Agriculture.

**6. Adjustments that may be made in the employee's duties that would reduce or eliminate the likelihood that a reasonable person would question the employee's impartiality (e.g., limitation on participation).**

Since USDA and the Virginia Department of Agriculture and Consumer Services both share a common mission of assisting and educating agricultural producers in the Commonwealth of Virginia, I do not believe that adjustments to your duties are required. Simply put, the risk of public perception issues due to your former employment relationship with the Commonwealth of Virginia is minimal and outweighed by the fact that the other party here is a State government which will be acting as USDA's partner for the betterment of its citizens.

However, out of an abundance of caution, and to ensure the public's trust and confidence, this authorization is a limited authorization. This means that while you will be able to fully participate in any **new** official USDA matters with the Commonwealth of Virginia, you will have a prudential disqualification (recusal), in your capacity as Deputy Secretary, from participating on particular matters involving specific parties (such as contracts or cooperative agreements) that you had previously personally worked on during your tenure as Commissioner of the Virginia Department of Agriculture and Consumer Services involving the Federal government.

Notwithstanding that this is a limited authorization, for the reasons detailed below, I am specifically authorizing you to participate in your official capacity as Deputy Secretary in meetings, events, and communications related to a specific non-profit educational documentary film concerning the current crisis in mental health in farming communities.

You have informed me that, as part of your duties as Commissioner of the Virginia Department of Agriculture and Consumer Services, you were involved in a non-profit documentary film concerning farmer stress and the unique mental health challenges posed by farming. I understand that you appear and speak about farming in this documentary film, in your prior capacity as Commissioner of the Virginia Department of Agriculture and Consumer Services. I understand that, aside from your Commissioner annual salary, you received no monetary compensation for your role in the documentary film and you have no ownership interest in the film. You have further

informed me that the documentary was created as a collaboration by the Virginia Department of Agriculture and Consumer Services, The Richard Bland College (a college within the College of William and Mary), and Virginia State University (an 1890 Land Grant University).

Because the issue of farmer stress and mental health in farming communities is a significant national public health issue related to food sustainability, I have determined that the Federal government will have a strong interest (outweighing any potential appearance issues), in having you attend meetings, deliver official remarks, and issue written statements raising public awareness about this documentary film and the important public health issues discussed in the film. Consequently, you are authorized to participate in non-commercial, educational activities in your official capacity to raise awareness of this documentary and advance public understanding of the pressing public health issues involving the nation's farmers discussed in the documentary film.

### **Conclusion**

As USDA's Designated Agency Ethics Official, I have determined that your participation in those government matters where the Virginia Department of Agriculture and Consumer Services is also involved as a stakeholder will not impose a significant appearance risk, because the State government is obligated to act for the benefit of its citizenry. As a result, a member of the general public with knowledge of all the relevant factors would not question USDA's ability to be impartial in the administration of USDA programs. Moreover, your Virginia-specific expertise in agricultural education and development programs means that your future participation will be of substantial benefit for the Department of Agriculture and for successfully implementing the Department's agenda throughout the State of Virginia.

As noted above, this authorization is a **limited authorization**. This means that while you will be able to fully participate in any **new** official USDA matters with the Commonwealth of Virginia and USDA matters involving the documentary film concerning farmer mental health (as discussed above), you will have a prudential disqualification (recusal), in your capacity as Deputy Secretary, from participating on particular matters involving specific parties (such as contracts or cooperative agreements) that you had previously personally worked on during your tenure as Commissioner of the Virginia Department of Agriculture and Consumer Services involving the Federal government.

For the reasons detailed above, this memorandum constitutes the required written determination by me, as USDA's Designated Agency Ethics Official, authorizing your participation in those USDA matters involving the Virginia Department of Agriculture and Consumer Services, that you had not participated in personally when you were Commissioner. **This authorization is effective immediately and means that you may properly communicate about the educational documentary film concerning farmer mental health (described above) as well as general agricultural policies with former colleagues at the Virginia Department of Agriculture and Consumer Services in your official role as USDA Deputy Secretary.**

If you have any questions, please do not hesitate to contact me at [Stuart.Bender@usda.gov](mailto:Stuart.Bender@usda.gov) or via telephone at (202) 720-2251.

## THE WHITE HOUSE

Washington

February 23, 2021

## MEMORANDUM

FROM: DANA A. REMUS  
COUNSEL TO THE PRESIDENT

TO: THOMAS J. VILSACK, SECRETARY OF AGRICULTURE  
U.S. DEPARTMENT OF AGRICULTURE

SUBJECT: Conflict of Interest Waiver Pursuant 18 U.S.C. § 208(b)(1)

The federal conflict of interest statute (18 U.S.C. § 208(a)) generally prohibits a government employee from participating in particular matters that would have a direct and predictable effect on their financial interests, including any interest imputed to the employee. This statute, however, permits an employee to participate in particular matters upon a prior written determination that “the [financial] interest is not so substantial as to be deemed likely to affect the integrity of the services which the Government may expect from such officer or employee.” 18 U.S.C. § 208(b)(1).

Pursuant to 18 U.S.C. § 208(b)(1), I am issuing you a waiver that will permit you to participate as Secretary of the Department of Agriculture (USDA) and Director and Chairman of the Commodity Credit Corporation (CCC), in particular matters of general applicability affecting your Conservation Reserve Program (CRP) benefits from USDA due to your ownership of property in Davis County, Iowa. This property is leased out for farming. You have agreed that this property will remain leased on a fixed cash lease basis and will be managed by a management company during your tenure as Secretary. This waiver is based on the disclosure of your financial interests and consideration of the nature and circumstances of the particular matters in which you may participate as Secretary of USDA and Chairman of the Board of the CCC, which funds the CRP. Your financial interests in the matters covered by this waiver are not so substantial as to be likely to affect the integrity of your services to the Government.

Except as provided in this waiver, you may not participate personally and substantially in any particular matter that will have a direct and predicable effect on your financial interests or those of anyone whose interests are imputed to you, unless you first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). The term “particular matter” includes only matters that involve deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons. The term may include matters that do not involve formal parties and may extend to



legislation or policy making that is narrowly focused on the interests of a discrete and identifiable class of persons.

### I. THE CONSERVATION RESERVE PROGRAM (CRP)

Administered by USDA, CRP is one of the largest private-lands conservation programs in the United States. In exchange for a yearly rental payment, farmland owners enrolled in the program agree to remove environmentally sensitive land from agricultural production and instead devote that land to conservation to improve environmental quality. Contracts for land enrolled in CRP are usually between 10 and 15 years in length. The goal of the program is to prevent soil erosion, improve water quality, and reduce loss of wildlife habitat.

### II. THE COMMODITY CREDIT CORPORATION (CCC)

First established in 1933, the CCC is a Government-owned and operated corporation within the USDA with a broad mission to support and sustain U.S. agriculture. Its activities are derived from statutory authorities granted by Congress and, among other things, the CCC implements Congressional mandates in the Farm Bill. CCC programs must be approved by the Board of Directors and/or by the Secretary of Agriculture. The CCC has no employees of its own, but instead operates through USDA employees in component agencies such as the Farm Service Agency, the Foreign Agricultural Service, the Agricultural Marketing Service, and the Natural Resources Conservation Service, to implement its broad policy actions. For example, local Farm Service Agency offices across the 50 states administer the CRP program while technical support functions for CRP are provided by the local employees of the Natural Resources Conservation Service. The CCC is required to submit an annual budget statement to Congress. This is typically released to the public annually with the President's budget request to Congress.

As Secretary of USDA, you provide leadership on food, agriculture, natural resources, and related issues. As Chairman of the CCC, you supervise and direct its Board in aiding producers in the production and marketing of agricultural commodities; authorizing the sale of agricultural commodities to other government agencies and to foreign governments and the donation of food to domestic, foreign, or international relief agencies; and assisting in the development of new domestic and foreign markets and marketing facilities for agricultural commodities.

### III. YOUR FARMLAND PROPERTY

You and your spouse own real property in Davis County, Iowa. This property is leased out for farming on a fixed cash basis to a tenant and is managed by Mid States Farm Management Co. of Ottumwa, Iowa. You and your spouse are not engaged in the farming operation associated with this property, and you have instructed your farm manager to maintain a fixed cash lease on the farm. The annual value of your CRP benefits is \$14,726, which you have informed USDA's Designated Agency Ethics Official is less than one half of one percent (0.5%) of the combined value of the financial assets listed on your financial disclosure report. Further,

the annual value of your CRP benefits is less than 7% of your annual salary as Secretary of Agriculture.

Due to your financial interest in the property, cash rent from the property, and the CRP benefits funded by the CCC, you are disqualified by 18 U.S.C. § 208(a) from participating personally and substantially in any particular matters specifically related to your own farmland. However, Section 208 also has a broader reach and will also preclude you from participating personally and substantially in any particular matters of general applicability (such as CRP policy decisions that would affect all farmland owners in a particular state). It is this broader prohibition that is the subject of this waiver. In other words, you will continue to be disqualified from participating in any particular matters involving your farmland that would affect it distinctly and separately. However, due to your senior leadership role as Secretary of Agriculture and Chairman of the CCC, you would be unable to fulfill your duties with regard to USDA's CRP program if you disqualified yourself from those particular matters of general applicability related to the CRP program. Moreover, because you are the Secretary of Agriculture and Chairman of the CCC, you are the most senior official at USDA and on the CCC and, as such, you would not be able to disqualify yourself and reassign those policy-making duties to a subordinate USDA employee.

#### IV. WAIVER DETERMINATION

Based upon the information you have provided regarding the value of your CRP benefits in relation to your financial assets and annual income, I believe that your financial interests in the particular matters of general applicability on which your advice and participation will be required will not be so substantial as to be deemed likely to affect the integrity of the services you will provide to USDA.

Therefore, I hereby grant you a waiver of the restrictions of section 208(a) with regard to your participation in particular matters of general applicability, in your capacity as Secretary of Agriculture and as chairman of the CCC, which have a direct and predictable effect on your CRP benefits.

#### V. WAIVER LIMITATIONS

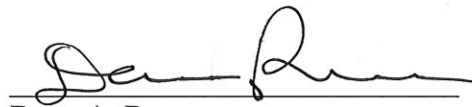
This waiver has limitations. You may not participate in particular matters involving specific parties in which your property, your tenant, or Mid States Farm Management Co. either is or represents a party. You may not participate in any particular matter that will have a special or distinct effect upon your own CRP payments. You may not participate in any particular matter that will have a special or distinct effect on the price of farmland in Davis County, Iowa or its adjoining counties beyond or distinct from the effect on the farms and farmland of the Nation as a whole.

#### VI. PRIOR CONSULTATION WITH THE U.S. OFFICE OF GOVERNMENT ETHICS

In accordance with 5 C.F.R. § 2640.303, the Office of Government Ethics has been consulted prior to granting this waiver and a signed, final copy of this waiver will be forwarded to that Office.

Pursuant to 5 C.F.R. § 2640.304, a copy of this waiver will be made available upon request to the public in accordance with the procedures described in 5 C.F.R. § 2634.603. In making this waiver publicly available, certain information may be withheld in accordance with 5 C.F.R. § 2640.304(b).

This waiver is effective upon signature.

A handwritten signature in black ink, appearing to read "Dana A. Remus", is written over a horizontal line.

Dana A. Remus  
Counsel to the President

CC: Stuart Bender, Designated Agency Ethics Official, U.S. Department of Agriculture

February 23, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

Dear Mr. Bender:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Deputy Secretary of the U.S. Department of Agriculture. It is my responsibility to understand and comply with commitments outlined in this agreement.

#### SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the Office of Ethics after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of states and local governments.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

## SECTION 2 – EMPLOYMENT RELATED INTERESTS

Upon confirmation, I will resign my position as Commissioner of the Commonwealth of Virginia Department of Agriculture and Consumer Services. For a period of one year after my resignation, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the Virginia Department of Agriculture and Consumer Services. Pursuant to 5 C.F.R. § 2635.502(d), the agency will grant me a written authorization to participate personally and substantially in particular matters involving specific parties in which I know the Virginia Department of Agriculture and Consumer Services is a party or represents a party. However, I understand that any authorization will not allow me to participate personally and substantially in any particular matter involving specific parties in which I previously participated as Commissioner of the Virginia Department of Agriculture and Consumer Services.

## SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, I will also resign from the following positions:

- Treasurer of the Southern Association of State Departments of Agriculture;
- Board Member, State Fair of Virginia;
- Administrative Council Member, Southern Sustainable Agriculture Research and Education (SARE) Administrative Council; and
- Board Member, National Association of State Departments of Agriculture (NASDA) Foundation.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

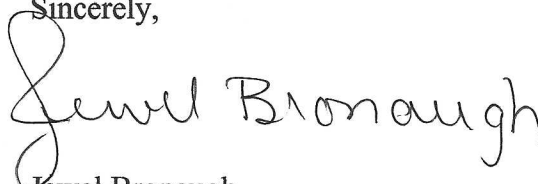
#### SECTION 4 – SPOUSE EMPLOYMENT

My spouse is employed by NVR/Ryan Homes, in a position for which he receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for NVR/Ryan Homes, I will not participate personally and substantially in any particular matter involving specific parties in which I know NVR/Ryan Homes is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 5 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,



Jewel Bronaugh

Jewel Bronaugh

January 8, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

Dear Mr. Bender:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Secretary of the U.S. Department of Agriculture. It is my responsibility to understand and comply with commitments outlined in this agreement.

#### SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the Office of Ethics after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I understand that as an appointee I will be required to sign an Ethics Pledge that will impose additional ethics commitments. I agree to sign the Pledge, and I acknowledge that I will be bound by it.

2021-DA-04729-F

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

## SECTION 2 – EMPLOYMENT RELATED INTERESTS

Upon confirmation, I will resign my position with the United States Dairy Export Council. As part of my employment agreement, the United States Dairy Export Council reimburses me for my monthly housing rental payments. Upon my resignation, the United States Dairy Export Council will no longer provide these reimbursements, but may owe me a reimbursement for expenses incurred before I assumed the duties of the position of Secretary. If any reimbursement remains pending after I assume the duties of the position of Secretary, until I receive that reimbursement I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the United States Dairy Export Council to make this payment, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption pursuant to 18 U.S.C. § 208(b)(2). Further, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the United States Dairy Export Council is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I resigned from my position with Link and Associates on October 30, 2020. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Link and Associates is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 3 – COLORADO STATE UNIVERSITY

Upon confirmation, I will resign from my position with Colorado State University. My spouse also is employed by Colorado State University, in a position for which she receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or for as long as my spouse continues to work for Colorado State University, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Colorado State University is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 4 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position as a court appointed monitor of the Purdue Pharma Corporation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Purdue Pharma Corporation is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

## SECTION 5 – FARMLAND OWNERSHIP

My wife and I own real property in Davis County, Iowa. This property is leased out for farming on a fixed cash basis to a tenant and is managed by Mid States Farm Management Co. of Ottumwa, Iowa. My spouse and I are not engaged in this farming operation. During my tenure as Secretary, my spouse and I will not engage in this farming operation, and we will instruct our farm manager to maintain a fixed cash lease on the farm. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the value of my real property in David County, Iowa, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). Further, I will not participate personally and substantially in any particular matter




that has a direct and predictable effect on the fixed cash lease I have on the farm, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). Additionally, I have "covered relationships" under the impartiality regulation at 5 C.F.R. § 2635.502 with the tenant and Mid States Farm Management. Accordingly, during my tenure, I will not participate personally and substantially in any particular matter involving specific parties in which I know the tenant or Mid States Farm Management is a party or represents a party, unless I receive authorization pursuant to 5 C.F.R. § 2635.502(d).

Other than the rent from this property, the only payments I receive are annual Conservation Reserve Program (CRP) benefits from USDA. This program is administered by USDA through the Commodity Credit Corporation (CCC), for which I will serve as Chairman of the Board. I will request a written waiver pursuant to 18 U.S.C. § 208(b)(1) regarding particular matters of general applicability affecting my financial interest in the CRP payments. I will not participate personally and substantially in any particular matter that to my knowledge will have a direct and predictable effect on any payments I receive from USDA programs until I obtain a waiver. However, I understand that the waiver will not allow me to participate in particular matters involving specific parties in which the real property, my tenant, or Mid States Farm Management Co. either is or represents a party. In addition, I may not participate in any particular matter that will have a special or distinct effect upon my own CRP payments. I may not participate in any particular matter that will have a special or distinct effect on the price of farmland in Davis County, Iowa or its adjoining counties beyond or distinct from the effect on the farms and farmland of the Nation as a whole.

#### SECTION 6 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,



Thomas J. Vilsack

MEMORANDUM FROM DR. JEWEL BRONAUGH  
DEPUTY SECRETARY OF AGRICULTURE

TO: Members of the Office of the Secretary Staff and Members of the Office of the Deputy Secretary Staff

DATE: May 17, 2021

SUBJECT: Notice of Ethics Screening Arrangement and Recusal Obligations

As part of the Senate confirmation process for the position of Deputy Secretary of Agriculture, I signed an ethics agreement letter (the Ethics Agreement) outlining the steps that I would take, upon assuming this office, to recuse myself from certain official actions in order to avoid conflicts of interest. Moreover, as one my first acts as Deputy Secretary of Agriculture, I signed the Biden Administration's Ethics Pledge (the Ethics Pledge). Accordingly, this memorandum sets forth specific matters from which I shall be recused under my Ethics Agreement and the Ethics Pledge and solicits your cooperation in assuring that no particular matter involving or directly affecting the parties identified below is brought to my attention. To assist your efforts in effectively screening these matters from my participation, I am providing this memorandum of my recusals which: (1) specifies the entities and matters from which I am recused and the approximate length of time of such recusals, and (2) identifies Ms. Eyang Garrison, Chief of Staff to the Deputy Secretary of Agriculture, as the person to whom such matters should be redirected for action, without further input from me.

**I. Resignations from Outside Positions.**

As required in my Ethics Agreement, I have resigned from the following outside positions in the entities listed below:

**Entities and Length of Time of Recusal**

**Virginia Department of Agriculture and Consumer Services (VDACS)** -- Upon confirmation, I resigned from my position as Commissioner of VDACS. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on May 14, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know VDACS is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). This restriction has been modified because, in accordance with my Ethics Agreement, I have requested and received an Ethics Authorization issued pursuant to 5 C.F.R. § 2635.502(d) from the Director of the Office of Ethics permitting me to work on those party matters that are new party matters involving VDACS that arose after May 14, 2021, and those prior party matters that I did not directly participate in during my tenure as Commissioner of VDACS.

Page 2 of 4

**Southern Association of State Departments of Agriculture (SASDA)** -- Upon confirmation, I resigned from this uncompensated position. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on May 14, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **SASDA** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

**State Fair of Virginia** -- Upon confirmation, I resigned from this uncompensated position. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on May 14, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **the Virginia State Fair** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

**Southern Sustainable Agriculture Research and Education (SARE) Administrative Council** -- Upon confirmation, I resigned from this uncompensated position. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on May 14, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **the SARE Administrative Council** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

**National Association of State Departments of Agriculture (NASDA) Foundation** -- Upon confirmation, I resigned from this uncompensated position. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on May 14, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **the NASDA Foundation** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## **II. Additional Guidance on the Scope of My Recusals**

With regard to the above-referenced entities, for one year (until May 14, 2022), I will not participate in any particular matters involving specific parties (such as contracts, grants, loans, cooperative agreements, applications, claims, or litigation) involving the above-specified parties, unless I have been granted an Ethics Authorization from the Office of Ethics. **Please note that this recusal does not restrict me from communicating with or attending meetings with the above listed entities. Similarly, I may deliver official remarks at events sponsored by these entities.** If you have a question as to whether a particular matter would be covered by any of these recusals, you are instructed to consult first with Ms. Garrison, who will consult with Mr. Stuart Bender, USDA's Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

## **III. My Spouse's Employment**

My spouse is employed by NVR/Ryan Homes, in a position for which he receives a fixed annual

Page 3 of 4

salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for NVR/Ryan Homes, I will not participate personally and substantially in any particular matter involving specific parties in which I know NVR/Ryan Homes is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). If you have a question as to whether a particular matter would be covered by this recusal, you are instructed to consult first with Ms. Garrison, who will consult with Mr. Stuart Bender, USDA's Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

#### **IV. Your Obligation to Screen those Matters from which I am Recused.**

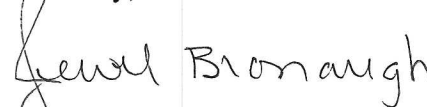
Accordingly, I am instructing you to be alert to any issues involving any of the aforementioned entities that may arise within your official responsibilities and to make sure that these party matters do not come before me for decision, approval, disapproval, recommendation, rendering of advice, investigation, or other official action, unless in accordance with the previous paragraphs of this memorandum. You will continue to fulfill the full scope of your official duties. If a matter involving any of the entities referenced above ordinarily would require my official action, you will refer such matter to Ms. Garrison, Chief of Staff to the Deputy Secretary. If you have a question as to whether a particular matter would be covered by any of these recusals, you are instructed to consult first with Ms. Garrison, who will consult with Mr. Stuart Bender, USDA's Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

To further assist you, my Ethics Agreement documents are attached. To the extent that any language in this memorandum is construed as inconsistent with my Ethics Agreement, the Ethics Agreement is controlling and is not modified by this memorandum.

Additionally, I have been provided with a comprehensive briefing on the Ethics rules by Mr. Bender, USDA's Designated Agency Ethics Official and Mr. Andrew Tobin, USDA's Alternate Designated Agency Ethics Official, and I will contact them, and other Ethics Advisors in the Office of Ethics, if I have questions about my recusals and the application of the Ethics rules to matters that arise during my appointment as Deputy Secretary. Similarly, I encourage you to contact Mr. Bender or his staff if you have any questions about your role in the implementation of this screening arrangement.

Thank you for your attention to these important matters.

Sincerely,



Jewel Bronaugh  
Deputy Secretary

Page 4 of 4

cc: Katharine Ferguson, Chief of Staff to the Secretary of Agriculture  
Eyang Garrison, Chief of Staff to the Deputy Secretary of Agriculture  
Stuart Bender, Designated Agency Ethics Official and Director, USDA Office of Ethics

<b>CERTIFICATION OF ETHICS AGREEMENT COMPLIANCE</b> Senate Confirmed Presidential Appointee		
<b>1.</b> Appointee's Information	a. Appointee's Name:	to be completed by OGE <b>Jewel Hairston Bronaugh</b>
	b. Position Title:	to be completed by OGE <b>Deputy Secretary</b>
	c. Agency:	to be completed by OGE <b>Department of Agriculture</b>
	d. Date Ethics Agreement Signed:	to be completed by OGE <b>February 23, 2021</b>
	e. Date Confirmed:	to be completed by OGE <b>May 13, 2021</b>
	f. Due Date for Certification of Ethics Agreement Compliance:	to be completed by OGE <b>August 18, 2021</b>
<b>2.</b> Resignations	<i>I completed all of the resignations indicated in my ethics agreement before I assumed the duties of my current government position.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<b>3.</b> Divestitures	a. <i>I have completed all of the divestitures indicated in my ethics agreement. I also understand that I may not repurchase these assets during my appointment without OGE's prior approval.</i>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
	b. <i>I have filed a periodic transaction report, or periodic transaction reports, (OGE Form-T) to disclose the completion of these agreed upon divestitures.</i>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Filing Date(s) of OGE Form 278-T Report(s):
<b>4.</b> Managed Accounts	<i>If I have a managed account or use the services of an investment professional, I have notified the manager or professional of the limitations indicated in my ethics agreement. In addition, I am continuing to monitor purchases.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<b>5.</b> Interim Recusals	<i>I complied with my interim recusal obligations pending the divestitures required by my ethics agreement.</i>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

<p>6. Recusals</p> <p><i>(Note: These factual statements describe the appointee's current status. They are not intended to modify ethics agreement commitments or create new recusal obligations.)</i></p>	<p>a. <i>As required by 18 U.S.C. § 208, I will continue to recuse from particular matters in which I know I have a <u>personal or imputed</u> financial interest directly and predictably affected by the matter, unless I receive a waiver or qualify for a regulatory exemption.</i></p>	<p><input checked="" type="radio"/> Yes      <input type="radio"/> No</p>
	<p>b. <i>I am recusing from particular matters in which any former employer or client I served in the past year is a party or represents a party, unless I have been authorized under 5 C.F.R. § 2635.502(d).</i></p>	<p><input checked="" type="radio"/> Yes      <input type="radio"/> No      <input type="radio"/> N/A</p>
	<p>c. <i>I am recusing from particular matters in which any former employer or client I served in the two years prior to my appointment is a party or represents a party, unless I have received a waiver under Exec. Order 13989.</i></p>	<p><input type="radio"/> Yes      <input type="radio"/> No      <input checked="" type="radio"/> N/A</p>
<p>7. Waivers and Authorizations</p> <p><b>(Consult with your agency's DAEO if uncertain under what authority a waiver or authorization was granted.)</b></p>	<p>a. <i>I received a waiver pursuant to 18 U.S.C. § 208.</i></p> <p>If yes, indicate the date of the waiver and indicate the financial interest covered by the waiver.</p>	<p><input type="radio"/> Yes      <input checked="" type="radio"/> No</p> <p>Date: Financial interest:</p>
	<p>b. <i>I received a waiver pursuant to Executive Order 13989.</i></p> <p>If yes, indicate the date of the waiver and the subject of the waiver (i.e., applicable paragraph of the ethics pledge, parties, particular matters, specific issue areas, as applicable).</p>	<p><input type="radio"/> Yes      <input checked="" type="radio"/> No</p> <p>Date: Subject:</p>
	<p>c. <i>I received an authorization pursuant to 5 C.F.R. § 2635.502(d).</i></p> <p>If yes, indicate date of authorization and identify the covered person(s) as to whom you have been authorized (e.g., former employer, former client, spouse's employer, spouse's current client, etc.).</p>	<p><input checked="" type="radio"/> Yes      <input type="radio"/> No</p> <p>Date: May 17, 2021 Covered person(s): State of Virginia</p>
	<p>d. <i>I received a waiver pursuant to 5 C.F.R. § 2635.503(c).</i></p> <p>If yes, indicate the date of the waiver and identify the former employer or payer.</p>	<p><input type="radio"/> Yes      <input checked="" type="radio"/> No</p> <p>Date: Former employer or payer:</p>

<p>8. Payments, Accelerations, or Divestitures Required to be Completed Prior to Entering Government Service</p>	<p>Mark this box if not applicable: <input checked="" type="checkbox"/></p>	<p>a. <i>If I committed that I would forfeit a financial interest or payment, unless it was received or accelerated prior to my assumption of the duties of the government position:</i></p> <p>b. Financial interest or payment at issue:</p>	<p><input type="radio"/> I received it (or it was accelerated) <u>prior</u> to my assumption of the duties of the position.</p> <p><input type="radio"/> I received it (or if was accelerated <u>after</u> my assumption of the duties of the position.</p> <p><input type="radio"/> I forfeited it.</p>
<p>9. Requirements for Regular Appointees</p>	<p><i>I have completed my initial ethics briefing, pursuant to 5 C.F.R. § 2638.305.</i></p> <p>If you are a Special Government Employee (SGE) or career Foreign Service Officer (FSO), select N/A.</p> <p><i>I have signed the ethics pledge pursuant to Executive Order 13989.</i></p> <p>If you are a SGE or career FSO or previously signed the pledge, select N/A.</p>		<p><input checked="" type="radio"/> Yes    <input type="radio"/> No    <input type="radio"/> N/A</p> <p><input checked="" type="radio"/> Yes    <input type="radio"/> No    <input type="radio"/> N/A</p>
<p>10. Additional Ethics Agreement Requirements</p>	<p>to be completed by OGE</p>		<p>to be completed by appointee</p> <p><i>I am complying with these requirements as described in the adjacent box.</i></p> <p><input type="radio"/> Yes    <input type="radio"/> No    <input checked="" type="radio"/> N/A</p>
<p>11. Comments of Appointee</p>	<p>With regard to Question 6.c., my only employment during the past two years was as Commissioner of the Virginia Department of Agriculture and Consumer Affairs (a State government agency). Because Executive Order 13989 specifically exempts former employment by State governments from the Ethics Pledge's two-year restriction, the requirements of Question 6.c. are not applicable to me.</p> <p>Moreover, to ensure that I was apprised of the ethics rules at the very beginning of my public service as Deputy Secretary of Agriculture in the Biden-Harris Administration, I directed USDA's Designated Agency Ethics Official to provide me with live ethics training on the same day that I was sworn into office, May 17, 2021.</p>		
<p>Any intentionally false or misleading statement or response provided in this certification is a violation of law punishable by a fine or imprisonment, or both, under 18 U.S.C. § 1001.</p>			
<p><i>I certify that the information I have provided is complete and accurate.</i></p>	<p>Appointee's Signature: <i>Jewel Bronaugh</i></p>		<p>Date: <i>6/30/21</i></p>



<b>Privacy Act Statement</b>	<p>Section 110 of the Ethics in Government Act of 1978, as amended, requires the reporting of this information. The primary use of the information on this report is for review by Government officials to determine an appointee's compliance with applicable Federal laws and regulations, and the appointee's Ethics Agreement. Failure to provide the requested information may result in notification of lack of compliance to the Senate and the head of the appointee's agency, or the White House, and/or could result in OGE declining to certify the appointee's financial disclosure reports. The appointee could also be required to recuse from matters based on uncertainty as to whether they have divested or resigned from a matter determined to raise potential conflicts.</p> <p>This information will be publically posted to the OGE website at <a href="http://www.oge.gov">www.oge.gov</a> in accordance with <a href="#">OGE/GOVT-1</a>, Executive Branch Personnel Public Financial Disclosure Reports and Other Name-Retrieved Ethics Program Records (routine use "k."). Please see <a href="#">OGE/GOVT-1</a> for more information about the maintenance and disclosure of this information.</p>
<b>Filing the Certification of Ethics Agreement Compliance</b>	<p>Your position as one of our government's most senior leaders brings with it extraordinary responsibilities. One of those responsibilities is to serve as a role model for all executive branch employees by demonstrating a commitment to ethical principles and actively seeking to avoid conflicts of interest. This includes compliance with the ethics agreement you signed prior to and as a condition of your confirmation. By signing this Certification of Ethics Agreement Compliance (Certification) you certify that you have complied with the terms of your ethics agreement. The information below is intended to help you timely meet your obligation to complete and submit this form to the U.S. Office of Government Ethics (OGE).</p> <p>You are required to comply with the provisions of your ethics agreement within three months of the date of your confirmation, unless otherwise specified. Please:</p> <ul style="list-style-type: none"><li>• Review your ethics agreement carefully.</li><li>• If your ethics agreement requires you to resign from an outside position, please note that resignations are generally required "upon confirmation."</li><li>• Identify any provisions of your ethics agreement that may require coordination with an account manager or other third party.</li><li>• Initiate any necessary action early enough to timely comply with your ethics agreement.</li><li>• If you qualify for and wish to request a Certificate of Divestiture, please submit your request as soon as possible through your agency's Designated Agency Ethics Official (DAEO).</li></ul> <p>If your ethics agreement specifies that you have more than three months to comply with a particular provision, you must still comply with the remaining provisions within the standard three-month period and submit a Certification (through your agency's DAEO) within seven days thereafter. If you have not complied with a provision of your ethics agreement, please provide an explanation in Box 11, Comments of Appointee. You will be provided with an additional Certification to complete and submit to OGE to certify that you have complied with all provisions of your ethics agreement.</p> <p><b>Extensions:</b> OGE may grant an extension of time for complying with a provision of your ethics agreement if, in its sole discretion, it determines that an unusual hardship has/will prevent you from complying timely. Generally, waiting for an account manager to sell an interest, not being able to locate records, or waiting for OGE to process a request for a Certificate of Divestiture are not considered unusual hardships. As noted in the Privacy Act Statement above, not submitting your Certification may result in notification of lack of compliance to the Senate, the head of your agency, or the White House. OGE may also decline to certify your financial disclosure reports. You may also be required to recuse from matters based on uncertainty as to whether they have divested or resigned from a matter determined to raise potential conflicts. OGE may also post a notice on its website, in place of your Certification, stating that you have not yet submitted the required certification.</p> <p><b>While it is your personal responsibility to take the steps necessary to comply with your ethics agreement, your agency's DAEO is available to assist you in completing this Certification and submitting it to OGE. Any questions you may have should be directed to your agency's DAEO.</b></p>

February 23, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

**Re: Amendment and Supplement to Ethics Agreement of Thomas J. Vilsack**

Dear Mr. Bender:

The purpose of this letter is to supplement my ethics agreement signed on January 8, 2021. In a separate document, I also am amending and supplementing my financial disclosure report by reporting my former uncompensated positions that I inadvertently omitted from the report with Feeding America (a non-profit 501(c)(3) charitable organization) and with GenYOUth (a non-profit 501(c)(3) charitable organization).

I resigned from my positions with Feeding America and with GenYOUth effective February 23, 2021. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know that either Feeding America or GenYOUth is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have been advised that this supplement to my ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

*Thomas J. Vilsack*

Thomas J. Vilsack

MEMORANDUM FROM THOMAS J. VILSACK  
SECRETARY OF AGRICULTURE

TO: Members of the USDA SubCabinet and Office of the Secretary Staff

DATE: February 24, 2021

SUBJECT: Notice of Ethics Screening Arrangement and Recusal Obligations

As part of the Senate confirmation process for the position of Secretary of Agriculture, I signed an ethics agreement letter (the Ethics Agreement) outlining the steps that I would take, upon assuming this office, to recuse myself from certain official actions in order to avoid conflicts of interest. Moreover, as one my first acts as Secretary of Agriculture, I signed the Biden Administration's Ethics Pledge (the Ethics Pledge). Accordingly, this memorandum sets forth specific matters from which I shall be recused under my Ethics Agreement and the Ethics Pledge and solicits your cooperation in assuring that no particular matter involving or directly affecting the parties identified below is brought to my attention. To assist your efforts in effectively screening these matters from my participation, I am providing this memorandum of my recusals which: (1) specifies the entities and matters from which I am recused and the approximate length of time of such recusals, and (2) identifies Ms. Katharine Ferguson, Chief of Staff to the Secretary of Agriculture, as the person to whom such matters should be redirected for action, without further input from me.

**I. Resignations from Outside Positions.**

As required in my Ethics Agreement, I have resigned from the following outside positions in the entities listed below:

**Entities**

- **U.S. Dairy Export Council**
  
- **Colorado State University (CSU)**

**Length of Time of Recusal**

Recusal from party matters, meetings, and official communications for two (2) years from the date of my appointment of February 24, 2021.

Recusal from party matters, meetings, and official communications for as long as my spouse is employed by CSU **or** two (2) years from the date of my appointment of February 24, 2021, whichever is longer.

Page 2

- **Purdue Pharma, LP**  
Recusal from party matters, meetings, and official communications for two (2) years from the date of my appointment of February 24, 2021.
- **Ridge-Lane, LP  
(uncompensated former member of board)**  
Recusal from party matters, meetings, and official communications for two (2) years from the date of my appointment of February 24, 2021.
- **Link and Associates**  
Recusal from party matters, meetings, and official communications for two (2) years from the date of my appointment of February 24, 2021.

In accordance with the Ethics Pledge at Section 2 (j), the two (2) year restriction on meetings and official communications with these entities **will not apply** to those meetings and communications which are particular matters of general applicability (*i.e.*, matters affecting a discrete and identifiable class of persons, such as dairy farmers) and participation in the meeting is open to all interested parties.

In compliance with applicable ethics regulations and President Biden's Ethics Pledge, for two (2) years from the date of my appointment as Secretary, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the entity is a party or represents a party, unless I am first authorized to participate under the terms and conditions set forth in Section 3 of the Ethics Pledge. In other words, until the dates specified above, I will not participate in any contracts, grants, loans, cooperative agreements, applications, claims, litigation, meetings, or communications involving the above-specified parties. **As indicated above, these recusals shall remain in effect for two (2) years from the date of my appointment as Secretary.** If you have a question as to whether a particular matter would be covered by any of these recusals, you are instructed to consult first with Ms. Ferguson, who will consult with Mr. Stuart Bender, USDA's Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

## **II. Resignation from Outside Positions with Non-Profit Charitable Organizations.**

- **Feeding America  
(uncompensated former member of board of non-profit 501(c)(3) organization)**

Page 3

Upon confirmation, I resigned from my uncompensated position on the board of directors of **Feeding America**, a 501(c)(3) charitable organization. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on February 24, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **Feeding America** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

This recusal from party matters involving **Feeding America** will last for one (1) year from the date of my appointment of February 24, 2021.

- **GenYOUth**  
(uncompensated former member of board of non-profit 501(c)(3) organization)

Upon confirmation, I resigned from my uncompensated position on the board of directors of **GenYOUth**, a 501(c)(3) charitable organization. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one (1) year after my resignation on February 24, 2021, I will not participate personally and substantially in any particular matter involving specific parties in which I know **GenYOUth** is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

This recusal from party matters involving **GenYOUth** will last for one (1) year from the date of my appointment of February 24, 2021.

If you have a question as to whether a particular matter would be covered by any of these recusals, you are instructed to consult first with Ms. Ferguson, who will consult with Mr. Stuart Bender, USDA's Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

**III. Recusal from Particular Matters Involving My Farmland.**

My wife and I own real property in Davis County, Iowa. This property is leased out for farming on a fixed cash basis to a tenant and is managed by Mid States Farm Management Co. of Ottumwa, Iowa. My spouse and I are not engaged in this farming operation. During my tenure as Secretary of Agriculture, my spouse and I will not engage in this farming operation, and we will instruct our farm manager to maintain a fixed cash lease on the farm.

For the duration of my tenure as Secretary of Agriculture:

- 1) I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the value of my real property in Davis County, Iowa.

Page 4

- 2) I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the fixed cash lease I have on the farm.
- 3) I have “covered relationships” under the impartiality regulation at 5 C.F.R. § 2635.502 with the tenant and Mid States Farm Management. Accordingly, during my tenure, I will not participate personally and substantially in any particular matter involving specific parties in which I know the tenant or Mid States Farm Management is a party or represents a party, unless I receive authorization pursuant to 5 C.F.R. § 2635.502(d).

**IV. USDA’s Conservation Reserve Program (CRP) and My Request for a Waiver.**

Other than the rent from the farmland property, the only payments I receive are annual Conservation Reserve Program (CRP) benefits from USDA. This program is administered by USDA through the Commodity Credit Corporation (CCC), for which, as Secretary, I serve as Chairman of the Board. I will request a written waiver pursuant to 18 U.S.C. § 208(b)(1) regarding particular matters of general applicability affecting my financial interest in the CRP payments.

- 1) Until I have obtained the waiver, I will not participate personally and substantially in any particular matter that to my knowledge will have a direct and predictable effect on any payments I receive from USDA’s CRP program.
- 2) I understand that the waiver will not allow me to participate in particular matters involving specific parties in which the real property, my tenant, or Mid States Farm Management Co. either is or represents a party. In addition, I will not participate in any particular matter that will have a special or distinct effect upon my own CRP payments. I may not participate in any particular matter that will have a special or distinct effect on the price of farmland in Davis County, Iowa or its adjoining counties beyond or distinct from the effect on the farms and farmland of the Nation as a whole.

Accordingly, I am instructing you to be alert to any issues involving any of the aforementioned entities that may arise within your official responsibilities and to make sure that these matters do not come before me for decision, approval, disapproval, recommendation, rendering of advice, investigation, or other official action, unless in accordance with the previous paragraphs of this memorandum. You will continue to fulfill the full scope of your official duties. If a matter involving any of the entities referenced above ordinarily would require my official action, you will refer such matter to Ms. Katharine Ferguson, USDA’s Chief of Staff. If you have a question as to whether a particular matter would be covered by any of these recusals, you are instructed to consult first with Ms. Ferguson, who will consult with Mr. Stuart Bender, USDA’s Designated Agency Ethics Official and follow his guidance as to the appropriate steps to be taken.

Page 5

To further assist you, my Ethics Agreement documents are attached. To the extent that any language in this memorandum is construed as inconsistent with my Ethics Agreement, the Ethics Agreement is controlling and is not modified by this memorandum.

Additionally, I have been provided with a comprehensive briefing on the Ethics rules by Mr. Bender, USDA's Designated Agency Ethics Official and I will contact him if I have questions about my recusals and the application of the Ethics rules to matters that arise during my appointment as Secretary. Similarly, I encourage you to contact Mr. Bender if you have any questions about your role in the implementation of this screening arrangement.

Thank you for your attention to these important matters.

Sincerely,

*Thomas J. Vilsack*

Thomas J. Vilsack

Attachments: Ethics Agreement Letter, dated January 8, 2021  
Ethics Agreement Addendum Letter, dated January 14, 2021

cc: Katharine Ferguson, Chief of Staff to the Secretary of Agriculture  
Stuart Bender, Designated Agency Ethics Official and Director, USDA Office of Ethics