United States Department of State

Washington, D.C. 20520

December 16, 2021

Mr. Emory A. Rounds, III
Director
U.S. Office of Government Ethics
1201 New York Avenue, NW
Suite 500
Washington DC, 20005

Dear. Mr. Rounds:

The purpose of this letter is to forward the attached amendment to Ms. Victoria Reggie Kennedy's Ethics Agreement dated August 9, 2021 and supplement to her Public Financial Disclosure Report (278e) dated June 6, 2021. Ms. Kennedy explains in her letter dated December 11, 2021 the reasons for the supplement and amendment are as follows:

At the time of the filing of her financial disclosure report, she disclosed her position with the Fund II Foundation, a charitable foundation in Austin, Texas, and reported the board fees she had received from the Fund to date. At the time, she was unaware she was still owed board fees for the board services performed in 2021. At the time of her resignation, she discovered that she was owed these fees and that they are not expected to be received until 2022. Accordingly, Ms. Kennedy is supplementing her 278 and amending ethics agreement to address the anticipated payment from Fund II Foundation.

As the Alternate Designed Agency Ethics official of the Department of State, I have reviewed the updated information contained in the supplement and amendment and based upon my review of these and the prior commitments made by Ms. Kennedy in her previously transmitted Ethics Agreement, I continue to believe that Ms. Kennedy is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

David P. Huitema

December 11, 2021

Mr. Richard C. Visek
Acting Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Visek:

The purpose of this letter is to amend my ethics agreement signed on August 9, 2021. In a separate document, I also am supplementing my financial disclosure report by reporting an anticipated board fees that was mistakenly omitted from the report.

Prior to my appointment, I served on the Board of the Fund II Foundation, a charitable foundation in Austin, Texas. I reported this position and the board fees I had received on my financial disclosure report. Upon my resignation, I discovered that I was still owed board fees that are not expected to be received until 2022. These fees are related to my board service prior to my resignation from the Fund II Foundation on November 11. 2021. I am accordingly amending Section 3 of my ethics agreement as follows:

SECTION 3—OTHER RESIGNATIONS

Upon confirmation, I will resign from the following positions:

- Member of the Board and President of the Board of the Edward M. Kennedy Institute for the United States Senate
- Member of the Board of Trustees of the John F, Kennedy Center of the Performing Arts
- Member of the Board of the New England Council
- Member of the Board of the Greater Boston Chamber of Commerce

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

Upon confirmation, I will also resign from my position as a Member of the Board of the Fund II Foundation. I am owed fees for my board services provided to Fund II Foundation during 2021. Until I receive these fees from Fund II Foundation, 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 Fund II Foundation to pay these fees to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. C. § 208(b)(1). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Fund II Foundation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Fund II Foundation 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 amendment 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,

Victoria Reggie Kennedy

Victoria Reggie Kennedy

August 9, 2021

Mr. Richard C. Visek
Principal Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Visek:

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 as Ambassador to the Republic of Austria. 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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Austria, because they may be more likely than other companies to seek official assistance from or make contact with the Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need for recusal where appropriate.

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.

In addition, I will recuse myself from participation on a case-by-case basis in any particular matter involving specific parties in which I determine that a reasonable person with knowledge of the relevant facts would question my impartiality in that matter, unless I am first authorized to participate, pursuant to the impartiality regulations at 5 C.F.R. Part 2635, Subpart E.

I have managed accounts or otherwise use the services of an investment professional during my appointment and I will direct the account manager or investment professional to obtain 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 monitor whether the account manager or investment professional is following this direction regarding prior approval.

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 federal, state and local government.

I will receive a live ethics briefing from a member of the ethics office 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 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

I am the sole proprietor and Chief Executive Officer of a consulting firm which does business as VR Kennedy Strategies LLC. Upon confirmation, I will resign from my position as Chief Executive Officer and cease providing any services for the entity that are material to the production of income. I will change the name of the entity to remove "Kennedy" from its title and will turn management of the entity over to an outside entity or person. I will continue to have a financial interest in the entity and will receive only passive investment income from the entity. As Ambassador, 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 this entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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 services to that client, unless I am first authorized to participate pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with the law firm of Greenberg Traurig, LLP. Following my resignation and prior to assuming the duties of the position of Ambassador, I will receive a performance-based bonus, based on revenue generated with respect to my clients in 2021 up to the date of my departure from the firm. 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 this firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, 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 services to that client, unless I am first authorized to participate pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, I will resign from the following positions:

- Member of the Board and President of the Board of the Edward M. Kennedy Institute for the United States Senate

- Member of the Board of Trustees of the John F. Kennedy Center of the Performing Arts
- Member of the Board of Fund II Foundation
- Member of the Board of the New England Council
- Member of the Board of the Greater Boston Chamber of Commerce

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from my positions with each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know one or more of these entities 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 – TRUSTEE POSITIONS

I will retain my positions as a trustee of the following family trusts:

- Reggie Crescent Trust
- Reggie DBR Trust
- Boheme Nominee Trust
- 18 Gardner Road Trust
- Victoria R. Kennedy 1999 Trust

I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador. As Ambassador, 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 any of these trusts, unless I first 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).

SECTION 5 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed on Tab A. 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 until I have divested 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). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (and, if applicable, any spouse or dependent children) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

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,

Victoria R. Kennedy

Victoria R. Kennedy

Kennedy, Victoria R.

Dated: August 9, 2021

Tab A

AbbVie Inc.

Accenture plc

Agilent Technologies Inc.

Alphabet Inc.

Amazon.com Inc.

Danaher Corporation

DexCom Inc.

Edwards Lifesciences Corporation

Electronic Arts Inc.

Intuitive Surgical Inc.

L3Harris Technologies, Inc.

Mastercard Inc.

Matchgroup, Inc.

Medtronic plc

Microsoft Corp.

NXP Semiconductors N.V.

Paypal Inc.

Roper Technologies, Inc.

ServiceNow, Inc.

Shopify. Inc.

Thermo Fisher Scientific Inc.

Veeva Systems Inc.

Zoetis Inc.