

May 26, 2021

Susan Beard
Designated Agency Ethics Official
U.S. Department of Energy
1000 Independence Ave., SW
Washington, DC 20585

Dear Ms. Beard:

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 Assistant Secretary for International Affairs of the U.S. Department of Energy. 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 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 understand that as an appointee I must continue to abide by the Ethics Pledge (Exec. Order No. 13989) that I previously signed and that I will continue to 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 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 – LEAVE OF ABSENCE

Upon confirmation, I will continue my unpaid leave of absence from my position as a tenured professor at George Mason University. 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 George Mason 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).

SECTION 3 – RESIGNATIONS

In December 2020, I resigned from my positions with World Resources Institute and Tufts University. 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).

SECTION 4 – BOOK ROYALTIES

I receive royalties from the following publishers for sales of my books listed below:

- “Environmental Pragmatism,” Routledge Publishers 1996
- “Space, Place, and Environmental Ethics,” Rowman and Littlefield Publishers, 1997
- “The Production of Public Space,” Rowman and Littlefield Publishers, 1998
- “Social Ecology after Bookchin,” Guilford Publishers, 1998
- “Philosophies of Place,” Rowman and Littlefield Publishers, 1999
- “Race, Class, and Community Identity,” Humanity Books, 2000
- “Technology and the Good Life?” University of Chicago 2000
- “Beneath the Surface Essays on the Philosophy of Deep Ecology,” MIT Press, 2000

- "Environmental Ethics: An Anthology," Blackwell Publishers, 2003
- "Controlling Technology," Prometheus Press, 2003
- "Moral and Political Reasoning in Environmental Practice," MIT Press, 2003
- "Reel Arguments: Film, Philosophy, and Social Criticism," Westview Press, 2003
- "Environmental Philosophy as Social Philosophy, Philosophy Documentation Center," 2004
- "Animal Pragmatism," Indiana University Press, 2004
- "The Aesthetics of Everyday Life," Columbia University Press, 2005
- "Philosophy and Design," Spriger Publishers, 2008
- "Environmental Values," Routledge Press, 2008

With regard to each of these publishers, 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 that publisher is a party or represent a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Before learning of my consideration for a possible nomination to a position with the Department of Energy, I co-edited a book entitled "Routledge Companion to Environmental Ethics," which has not been published to date by Routledge Press. I will receive royalties for this book. I understand that I may not work on this book or perform any other services for compensation during my appointment to the position of Assistant Secretary for International Affairs. 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 Routledge Press 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 – SPOUSE EMPLOYMENT

My spouse is employed by The Washington Post in a position for which she 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 The Washington Post, I will not participate personally and substantially in any particular matter involving specific parties in which I know The Washington Post, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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,



Andrew Light