

Monica Trucco
Alternate Designated Agency Ethics Official
U.S. Department of Commerce
1401 Constitution Avenue, N.W.
Washington, D.C. 20230

Dear Ms. Trucco,

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 Under Secretary of Commerce for Standards and Technology. 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 as 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 interest 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, even if uncompensated; 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, investments funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trust at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive live ethics briefing from a member of the Ethics Law and Program 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 (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – PURDUE UNIVERSITY

Upon confirmation, I will take an unpaid leave of absence from my position as Professor and will resign as Dean of the College of Engineering at Purdue University. As a part of my duties as Dean of the College of Engineering, I am the host of a podcast series entitled “Engenuity Boilermaker Engineering Podcast,” which is sponsored and distributed by Purdue 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 Purdue 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 particular 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).

In addition, my spouse is employed by Purdue University, from which she receives a fixed salary. For as long as my spouse continues to work for Purdue University, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse’s compensation or employment with Purdue University unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – KRACH INSTITUTE FOR TECH DIPLOMACY

Upon confirmation, I will resign from my position on the Board of Governors of the Global Trusted Tech Standard, Krach Institute for Tech Diplomacy at Purdue University. 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 Krach Institute for Tech Diplomacy 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 – INTELLECTUAL PROPERTY

As a result of my work performed with Purdue University, I am identified as an inventor or owner on the following intellectual property:

- U.S. patent number 12429390
- U.S. patent number 12429391
- Copyright Xu002050004

Pursuant to Purdue University royalty sharing policies, this intellectual property may result in royalty payments to me during my appointment as Under Secretary. Thus, as soon as practicable but not later than 90 days after my confirmation, I will divest myself permanently of any such rights to receive payments from the intellectual property. Until I have divested the rights to

receive payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on any royalty and/or other rights under the patents and copyright unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Further, until I have divested the rights to receive payments, I also 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 Purdue University to make any royalty payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

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,



Arvind Raman

Date: February 13, 2026