

Mark L. Greenblatt
November 7, 2018

Scott de la Vega
Designated Agency Ethics Official
& Director, Ethics Office
U.S. Department of the Interior
1849 C St. NW. MS 4251
Washington, DC 20240

Dear Mr. de la Vega:

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 Inspector General for the U.S. Department of the Interior.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Within ninety (90) days of my confirmation, I will divest of my interests in the entities set forth in Attachment A. With regard to 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).

If I am confirmed as Inspector General, I am aware that I am prohibited by 30 U.S.C. § 1211(f) from holding a financial interest in any surface or underground coal mining operation. Additionally, I am aware that my position is subject to the prohibitions against holding any financial interest in federal lands or resources administered or controlled by the Department of the Interior extended to me by supplemental regulation 5 C.F.R. § 3501.103. Therefore, I will not hold any such interests during my appointment to the position of Inspector General.

Upon confirmation, I will resign from my position with the Marian Greenblatt Education Fund. 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 Marian Greenblatt Education Fund is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I receive royalties from Roman and Littlefield Publishing Group for sales of my book, *Valor: Unsung Heroes from Iraq, Afghanistan, and the Homefront*. I understand that I may not work on this book or perform any other services for compensation during my appointment to the position of Inspector General, if the Senate confirms my nomination. I will not participate personally and substantially in any particular matter involving specific parties in which I know Roman and Littlefield Publishing Group 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 owner of Meum Legatum LLC, a pass-through entity established to receive my royalties and fees from my writing. During my appointment to the position of Inspector General, this entity will remain dormant and will not advertise. I will not perform any services for this entity except that I will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain Meum Legatum LLC while it is in an inactive status. 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 Meum Legatum LLC.

My spouse owns and provides independent contractor services through JPG Anesthesia LLC. 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 JPG Anesthesia LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse 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 provides independent contractor services to Capital Anesthesia Associates, LTD and to Certified Anesthesia Services, PLLC. For as long as my spouse continues to provide services to Capital Anesthesia Associates, LTD or Certified Anesthesia Services, PLLC, I will not participate personally and substantially in any particular matter involving specific parties in which I know either entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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.

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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I will meet in person with you during the first week of my service in the position of Inspector General in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within ninety (90) days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I have been advised that this 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,

A handwritten signature in black ink, appearing to read 'M. L. Greenblatt', with a stylized flourish at the end.

Mark L. Greenblatt

Attachment A to Mark L. Greenblatt Ethics Agreement, dated November 7, 2018:

1. 3M Company
2. Accenture PLC
3. Adobe Systems Inc.
4. Alphabet Inc.
5. Apple Inc.
6. Automatic Data Processing, Inc.
7. Cisco Systems Inc.
8. Dassault Systems SAADR
9. Facebook Inc.
10. Home Depot, Inc.
11. Intel Corp.
12. JP Morgan Chase &Co.
13. Microsoft Corp.
14. Nestle SA ADR
15. NextEra Energy Inc.
16. Nike, Inc.
17. Oracle Corp.
18. Prudential Corp.
19. SAP AG ADR
20. Synopsys Inc.
21. Taiwan Semiconductor Co Ltd ADR
22. Texas Instruments Inc.
23. Visa, Inc.
24. T. Rowe Price Communications & Technology Fund
25. T. Rowe Price Health Sciences Fund