

October 18, 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 for the position of Ambassador-at-Large for Global Criminal Justice. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

If confirmed as Ambassador-at-Large for Global Criminal Justice, 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.

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 a managed account, and I will direct the account manager 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 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 – POSITIONS

Upon confirmation, I will resign from my positions with the following entities:

- Stanford Law School (Stanford University)
- The Center for Justice & Accountability
- Nuru International
- Guernica Centre for International Justice
- Institute for International Criminal Investigations
- Clooney Foundation for Justice
- Institute for Integrated Transitions
- Just Security Blog
- Human Rights Watch Silicon Valley Executive Committee

I previously ended positions with the following entities and persons:

- University of California at Berkeley (July 2021)
- Jenner & Block on behalf of Mohammed Saad K Al-Jabri (July 2021)
- American Society of International Law (April 2021)
- Milly, Inc. (October 2020)

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of the 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).

For a period of one year after my resignation from The Center for Justice & Accountability, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502. 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 that The Center for Justice & Accountability is a party or represents a party. I also will seek a waiver of the provisions of paragraph 2 of the Ethics Pledge under Executive Order 13989 with regard to The Center for Justice & Accountability. I understand that any such authorization or waiver will not permit me to participate in funding decisions related to The Center for Justice & Accountability including, for example, the assessment of any new applications for funding or the execution of contracts, grants, or cooperative agreements with The Center for Justice & Accountability.

I will retain my position as trustee of my revocable trust. During my appointment to the position of Ambassador, I will not receive any fees for the services that I provide as a trustee. 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 trust, 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).

SECTION 3 – BOOKS

I have royalty agreements with Foundation Press and Oxford University Press. 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 Foundation Press or Oxford University Press is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

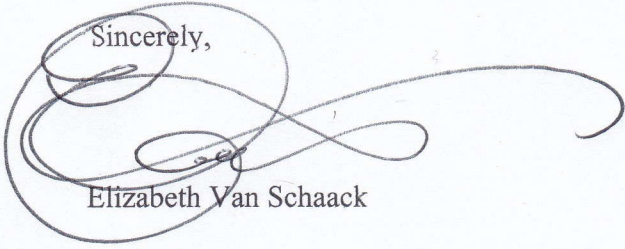
SECTION 4 – SPOUSE EMPLOYMENT

My spouse is an officer and executive of Vocera Communications, Inc., through which he holds common stock, restricted stock, performance stock, and stock options. He also receives a bonus which based on the performance of the firm. Accordingly, 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 Vocera Communications, Inc., 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,



Elizabeth Van Schaack