

August 2, 2013

Karen Santoro
Designated Agency Ethics Official
Office of the General Counsel
National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230

Dear Ms. Santoro:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest if confirmed as Director, National Science Foundation.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed to me, 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: my 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 am currently on an unpaid leave of absence from my position as Professor at Purdue University. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Purdue University, unless I first obtain a waiver pursuant to 18 U.S.C. §208(b)(1), or qualify for either the exemption at 5 C.F.R. § 2640.203(b) or another regulatory exemption, pursuant to 18 U.S.C. §208(b)(2).

In accordance with Purdue University's leave of absence policies, I will continue to participate in Purdue's employee health benefit plan, life insurance, and long-term disability insurance. I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the ability or willingness of Purdue University to provide this employee benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

Upon confirmation, I will resign from the Board of Directors of Edison International. I own vested stock options for shares of Edison International common stock. In accordance with Edison International compensation policy, I am retirement eligible for purposes of my stock option grants and have ten years from the date the option was granted to exercise the option. I do not own Edison International common stock, unvested stock options, or restricted stock in Edison International. My deferred compensation

account is comprised of a cash account and deferred stock units. Upon retirement, I will begin receiving a payout of that account in accordance with the following schedule:

180 monthly payments for cash-denominated grandfathered account beginning at retirement
120 monthly payments for cash-denominated non-grandfathered accounts beginning at retirement
15 annual payments of shares of common stock for grandfathered DSU account beginning at retirement
10 annual payments of shares of common stock for non-grandfathered DSU account beginning at retirement.

Because I will continue to have a financial interest in Edison International, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Edison International unless I first obtain a 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).

Upon confirmation, I will resign from the Board of Directors of Science Application International Corporation (SAIC). I own vested stock options for shares of SAIC common stock, unvested restricted stock units in SAIC, and vested restricted stock units. I do not own unvested stock options for shares of SAIC common stock. In accordance with the terms of SAIC's Equity Incentive Plan and the form of option agreement in use for non-employee directors, all unvested options must be forfeited upon resignation. In addition, vested options must be exercised within 90 days of my resignation date or otherwise forfeited. In accordance with SAIC's Key Executive Stock Deferral Plan (KESDP), distribution of shares of SAIC stock in the amount equal to the vested restricted stock units will be made in accordance to my deferral election of five equal annual installments. The first installment distribution will occur within 30 days of resignation. Any unvested restricted stock units in the KESDP will be forfeited upon resignation. Because I will continue to have a financial interest in SAIC, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of SAIC unless I first obtain a 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).

Upon confirmation, I will resign from the Board of Trustees of the Mayo Clinic. 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 Mayo Clinic is a party or represents a party, unless I am first authorized to participate pursuant to 5 C.F.R. §2635.502(d).

In accordance with Mayo Clinic's Trustee benefit plan, my spouse and I will continue to receive complimentary lifetime medical coverage at Mayo Clinics. I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the ability or willingness of Mayo Clinic to provide this benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

Upon confirmation, I will resign from my positions with the following entities: Southern California Edison; Center for the Advancement of Science in Space (CASIS); Santa Fe Institute; and Government-University-Industry Research Roundtable (GUIRR). 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 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).

Upon confirmation, I will resign from my board appointments with the U.S. Government. Specifically, I will resign from the Board of Regents of the Smithsonian Institution, the National Science Board of the National Science Foundation, and the National Medal of Technology and Innovation Committee of the Department of Commerce.

I have agreed to serve as an external reviewer of the Los Alamos National Lab (LANL) Early Career S&T Pipeline Program on September 24-26, 2013. If confirmation occurs prior to September 24, 2013, I will not serve on the review committee. If confirmation occurs afterwards, for one year after participation, I will not participate personally and substantially in any particular matter involving specific parties in which LANL is a party or represents a party, unless I am first authorized to participate pursuant to 5 C.F.R. §2635.502(d).

I own vested stock options for shares of Belo Corporation common stock. I do not own unvested stock options or restricted stock in Belo Corporation. Because I will continue to have a financial interest in Belo Corporation, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Belo Corporation unless I first obtain a waiver, pursuant to 18 U.S.C. §206(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Within 90 days of appointment, I will implement the recusals in this ethics agreement by designating in writing an individual to screen me out of conflicting matters and to reassign those matters, providing the individual with a list of assets and parties giving rise to such conflicts, and notifying you when I have completed these implementing actions.

I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Finally, 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 other ethics agreements of Presidential nominees who file public financial disclosure reports.

Sincerely,



France A. Cordova