



United States  
Department of  
Agriculture

Office of Ethics

1400  
Independence  
Avenue, SW,  
J.L. Whitten  
Building  
Room 347-W  
Washington, DC  
20250-2120

(202) 720-2251

February 25, 2021

Emory A. Rounds, III  
Director  
U.S. Office of Government Ethics  
1201 New York Avenue, N.W., Suite 500  
Washington DC 20005-3917

Dear Mr. Rounds:

The purpose of this letter is to forward an amendment and supplement to Thomas J. Vilsack's nominee public financial disclosure report, signed on January 4, 2021, and to his ethics agreement, signed on January 8, 2021. As you will see, in the attached correspondence, Secretary Vilsack informed me that he inadvertently omitted reporting that he served, in an uncompensated capacity, on the boards of two non-profit, section 501(c)(3) organizations (Feeding America and GenYOUth). He resigned from both positions effective February 23, 2021.

As the Designated Agency Ethics Official of the U.S. Department of Agriculture, I have reviewed the additional information provided in the amendment and supplemental disclosure. Based on my review of this amendment and supplemental disclosure, I continue to believe that Secretary Vilsack is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

*Stuart Bender*

Stuart Bender  
Designated Agency Ethics Official  
and  
Director  
Office of Ethics  
U.S. Department of Agriculture

Enclosures

February 23, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

**Re: Amendment and Supplement to Ethics Agreement of Thomas J. Vilsack**

Dear Mr. Bender:

The purpose of this letter is to supplement my ethics agreement signed on January 8, 2021. In a separate document, I also am amending and supplementing my financial disclosure report by reporting my former uncompensated positions that I inadvertently omitted from the report with Feeding America (a non-profit 501(c)(3) charitable organization) and with GenYOUth (a non-profit 501(c)(3) charitable organization).

I resigned from my positions with Feeding America and with GenYOUth effective February 23, 2021. 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 that either Feeding America or GenYOUth is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have been advised that this supplement to my 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,

*Thomas J. Vilsack*

Thomas J. Vilsack



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January 14, 2021

Emory A. Rounds, III  
Director  
U.S. Office of Government Ethics  
1201 New York Avenue, N.W., Suite 500  
Washington DC 20005-3917

Dear Mr. Rounds:

I am enclosing an amendment and supplement to Thomas J. Vilsack's nominee public financial disclosure report, signed on January 4, 2021, and to his ethics agreement, signed on January 8, 2021. I have reviewed the additional information. Based on my review of this amendment and supplemental disclosure, I continue to believe that Mr. Vilsack is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

*Stuart Bender*

Stuart Bender  
Designated Agency Ethics Official  
and  
Director, Office of Ethics  
U.S. Department of Agriculture

Enclosures

January 14, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

Dear Mr. Bender:

The purpose of this letter is to supplement my ethics agreement signed on January 8, 2021. In a separate document, I also am amending and supplementing my financial disclosure report by reporting my position with Ridge-Lane, LP that I inadvertently omitted from the report.

I resigned from my position with Ridge-Lane, LP on January 14, 2021. 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 Ridge-Lane, LP is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have been advised that this supplement to my 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,

*Thomas J. Vilsack*

Thomas J. Vilsack

January 8, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

Dear Mr. Bender:

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 Secretary of the U.S. Department of Agriculture. 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 Office of Ethics 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 will be required to sign an Ethics Pledge that will impose additional ethics commitments. I agree to sign the Pledge, and I acknowledge that I will be bound by it.

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 – EMPLOYMENT RELATED INTERESTS

Upon confirmation, I will resign my position with the United States Dairy Export Council. As part of my employment agreement, the United States Dairy Export Council reimburses me for my monthly housing rental payments. Upon my resignation, the United States Dairy Export Council will no longer provide these reimbursements, but may owe me a reimbursement for expenses incurred before I assumed the duties of the position of Secretary. If any reimbursement remains pending after I assume the duties of the position of Secretary, until I receive that reimbursement I 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 the United States Dairy Export Council to make this payment, 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). Further, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the United States Dairy Export Council is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I resigned from my position with Link and Associates on October 30, 2020. 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 Link and Associates is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 3 – COLORADO STATE UNIVERSITY

Upon confirmation, I will resign from my position with Colorado State University. My spouse also is employed by Colorado State University, in a position for which she receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or for as long as my spouse continues to work for Colorado State University, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Colorado State University 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 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position as a court appointed monitor of the Purdue Pharma Corporation. 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 Purdue Pharma Corporation is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

## SECTION 5 – FARMLAND OWNERSHIP

My wife and I own real property in Davis County, Iowa. This property is leased out for farming on a fixed cash basis to a tenant and is managed by Mid States Farm Management Co. of Ottumwa, Iowa. My spouse and I are not engaged in this farming operation. During my tenure as Secretary, my spouse and I will not engage in this farming operation, and we will instruct our farm manager to maintain a fixed cash lease on the farm. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the value of my real property in David County, Iowa, 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). Further, I will not participate personally and substantially in any particular matter

that has a direct and predictable effect on the fixed cash lease I have on the farm, 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). Additionally, I have "covered relationships" under the impartiality regulation at 5 C.F.R. § 2635.502 with the tenant and Mid States Farm Management. Accordingly, during my tenure, I will not participate personally and substantially in any particular matter involving specific parties in which I know the tenant or Mid States Farm Management is a party or represents a party, unless I receive authorization pursuant to 5 C.F.R. § 2635.502(d).

Other than the rent from this property, the only payments I receive are annual Conservation Reserve Program (CRP) benefits from USDA. This program is administered by USDA through the Commodity Credit Corporation (CCC), for which I will serve as Chairman of the Board. I will request a written waiver pursuant to 18 U.S.C. § 208(b)(1) regarding particular matters of general applicability affecting my financial interest in the CRP payments. I will not participate personally and substantially in any particular matter that to my knowledge will have a direct and predictable effect on any payments I receive from USDA programs until I obtain a waiver. However, I understand that the waiver will not allow me to participate in particular matters involving specific parties in which the real property, my tenant, or Mid States Farm Management Co. either is or represents a party. In addition, I may not participate in any particular matter that will have a special or distinct effect upon my own CRP payments. I may not participate in any particular matter that will have a special or distinct effect on the price of farmland in Davis County, Iowa or its adjoining counties beyond or distinct from the effect on the farms and farmland of the Nation as a whole.

#### 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,

A handwritten signature in blue ink, appearing to read "Tom Vilsack", written in a cursive style.

Thomas J. Vilsack