



DEPARTMENT OF DEFENSE
OFFICE OF THE GENERAL COUNSEL

1600 DEFENSE PENTAGON
WASHINGTON, DC 20301-1600

Mr. Emory A. Rounds, III
Director
U.S. Office of Government Ethics
1201 New York Avenue, NW
Suite 500
Washington DC, 20005

JUL 26 2021

Dear Mr. Rounds:

The purpose of this letter is to forward the attached amendment to Ms. Meredith Berger's Ethics Agreement dated May 13, 2021. Ms. Berger explains in her letter dated July 23, 2021 the reasons for the amendment are as follows:

Subsequent to signing my ethics agreement, I was awarded an annual bonus for fiscal year 2021, which ended on June 30, 2021, pursuant to Microsoft's annual bonus program. The amount of the bonus has been fixed and will be paid in September 2021. Until I have received this payment, 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 Microsoft, to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

As the Alternate Designed Agency Ethics Official of the Department of Defense, I have reviewed the updated information contained in the amendment and based upon my review of this and the prior commitments made by Ms. Berger in her previously transmitted Ethics Agreement, I continue to believe that Ms. Berger is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

Scott F. Thompson
Alternate Designated Agency Ethics Official



July 23, 2021

Mr. Scott Thompson
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington DC 20310

Dear Mr. Thompson:

The purpose of this letter is to amend my ethics agreement signed on May 13, 2021. Subsequent to signing my ethics agreement, I was awarded an annual bonus for fiscal year 2021, which ended on June 30, 2021, pursuant to Microsoft's annual bonus program. The amount of the bonus has been fixed and will be paid in September 2021. Until I have received this payment, 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 Microsoft, to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I have been advised accepting this bonus is in compliance with the ethics statutes and regulations. I also have been advised that this amendment 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,

A handwritten signature in blue ink, appearing to read "Meredith Berger", with a stylized, flowing script.

Meredith Berger

May 13, 2021

Mr. Scott Thompson
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington DC 20310

Dear Mr. Thompson:

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 Assistant Secretary of the Navy (Energy, Installations & Environment). 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 ethics office during the first week of my service in the position of Assistant Secretary for of the Navy (Energy, Installations & Environment) in order to complete the initial ethics briefing required under 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 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 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 – MICROSOFT

Upon confirmation, I will resign from my position with Microsoft. I hold stock and unvested restricted stock units. I do not hold restricted stock, vested restricted stock units, or vested or unvested stock options. Upon my separation from Microsoft, I will forfeit any remaining unvested restricted stock units. I will divest my interests in Microsoft as soon as practicable but not later than 90 days after my confirmation. 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 this 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). I have verified that I will be able to carry out the divestiture within the timeframe described above.

If Microsoft decides to pay me a bonus for work I performed between July 1, 2020, and June 30, 2021, I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of Assistant Secretary for of the Navy (Energy, Installations & Environment). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if I receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which Microsoft is a party or represents a party for a period of two years from the date on which I receive the bonus, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, if I do not receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know Microsoft is a party or represents a party for a period of one year from the date of my resignation, 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. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 3 – OTHER RESIGNATIONS

I have already resigned from my position with the Belfer Center for Science and International Affairs at the Harvard Kennedy School. 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 Harvard University 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 4 – 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 black ink, appearing to read "Meredith Berger". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Meredith Berger