

March 4, 2009

Robert A. Shapiro  
Associate Solicitor  
Office of Legal Counsel  
Office of the Solicitor  
U.S. Department of Labor  
Rm. N2700  
200 Constitution Ave., NW  
Washington, DC 20210

Dear Mr. Shapiro:

This memorandum is to inform you of the steps I will take if I am confirmed as the Deputy Secretary of Labor, U.S. Department of Labor, to comply with applicable ethics laws and regulations.

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: 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.

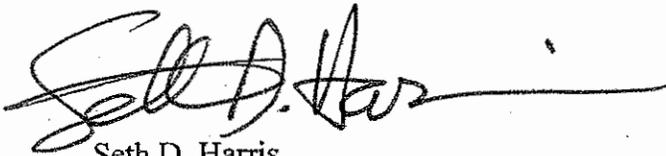
Upon confirmation, I will take an unpaid leave of absence from my position as Professor at the New York Law School. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of New York Law School, unless I first obtain a written 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).

Furthermore, before learning of my consideration for a possible nomination to a position at the Department of Labor, I contracted with Lexis Publishing together with a professor at another law school to write a labor law casebook. If confirmed, I understand that I may not work on this casebook during my appointment to the position of Deputy Secretary. Based upon the work that I have already completed, the contract permits me to receive royalties on books sold once the book is completed. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of Lexis Publishing to honor its contractual obligations regarding these royalties, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, I will resign from my position as Senior Fellow with the United Cerebral Palsy Association. 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 the Association is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

As the Department's Alternate Designated Agency Ethics Official, you have informed me that my recusal from the foregoing particular matters will not substantially limit my ability to perform the essential duties of the position of Deputy Secretary.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth D. Harris", with a long horizontal line extending to the right.

Seth D. Harris

April 1, 2009

Robert A. Shapiro  
Associate Solicitor  
Office of Legal Counsel  
Office of the Solicitor  
U.S. Department of Labor  
Rm. N2700  
200 Constitution Ave., NW  
Washington, DC 20210

Dear Mr. Shapiro:

This letter supplements my earlier ethics agreement provided to you on March 4, 2009 and documents an additional step I will take if I am confirmed as the Deputy Secretary of Labor, U.S. Department of Labor, to comply with applicable ethics laws and regulations.

Before learning of my consideration for a possible nomination to a position at the Department of Labor, I contracted with Edward Elgar Publishing to provide services as a co-editor on an encyclopedia. If confirmed, I understand that I may not work on this encyclopedia during my appointment to the position of Deputy Secretary. Based upon the work that I have already completed, the contract permits me to receive a one time payment of approximately \$228 once the encyclopedia is published. This is expected to occur in 2009. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of Edward Elgar Publishing to honor its contractual obligations regarding this payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

As the Department's Alternate Designated Agency Ethics Official, you have informed me that my recusal from the foregoing particular matters will not substantially limit my ability to perform the essential duties of the position of Deputy Secretary.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth D. Harris", with a long horizontal flourish extending to the right.

Seth D. Harris