

David Kligerman,
Designated Agency Ethics Official
U.S. Agency for Global Media /
Broadcasting Board of Governors
330 Independence Ave., S.W.
Washington, DC 20237

ETHICS AGREEMENT

Dear Mr. Kligerman:

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 Chief Executive Officer of the U.S. Agency for Global Media (USAGM).¹

As required by 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 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 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 resigned from my position as President and CEO of the Claremont Institute in 2017. Prior to or upon confirmation, I will also resign from my Senior Fellow position with The Claremont Institute. 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 The Claremont Institute is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my positions as co-trustee of Revocable Trust #1 and Revocable Trust #2. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Chief Executive Officer. 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 either of these Trusts 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 am President and CEO of Manifold Productions, Inc., an independent media production company of which I am the sole owner. Following confirmation but prior to my appointment to the position of Chief Executive Officer, I will resign from my positions as President and CEO of Manifold Productions, Inc., and will transfer the sole ownership of Manifold Productions, Inc., to my spouse. Neither I nor the company will be compensated for any services I provide during my appointment to the position of Chief Executive Officer. I

also 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 Manifold Productions, Inc. For the duration of my appointment, Manifold Productions, Inc., will not seek a contract with the USAGM.

Upon confirmation, I will resign from my positions as Director and President of Public Media Lab. 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 Public Media Lab is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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 exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I will meet in person with you during the first week of my service in the position of Chief Executive Officer in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

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



Michael Pack

03/02/20

Date

¹ USAGM is also called the Broadcasting Board of Governors (BBG). *See* BBG Congressional Notification (May 24, 2018) (Both Agency names may be used until relevant provisions of section 1288 of P.L. 114-328 “take effect”; upon Presidential appointment of the first Agency CEO by and with the advice and consent of the Senate, the BBG Board, a multi-member board that is the sole authorized head of Agency until such time, “will cease to exist, rendering the BBG name inaccurate”). *See also* Federal Register notice (pending).