



**DEPARTMENT OF DEFENSE
OFFICE OF THE GENERAL COUNSEL**

**1600 DEFENSE PENTAGON
WASHINGTON, DC 20301-1600**

STANDARDS OF CONDUCT OFFICE

March 29, 2023

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

Dear. Mr. Rounds:

The purpose of this letter is to forward the attached supplement to Dr. Colin Kahl's Ethics Agreement dated January 23, 2023. Dr. Kahl is serving as the Under Secretary of Defense for Policy. Dr. Kahl's Ethics Agreement was revised in coordination with the Office of Government Ethics General Counsel to reflect new information about Dr. Kahl's leave of absences from Stanford University.

As the Alternate Designed Agency Ethics official of the Department of Defense, I have reviewed the information contained in the attached supplement. Based upon my review of this information and the commitments made by Dr. Kahl in his Ethics Agreement, I continue to believe that Dr. Kahl is in compliance with applicable laws and regulations governing conflicts of interest.

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Sincerely,
Scott Thompson
Alternate Designated Agency Ethics Official

January 23, 2023

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 dated February 5, 2021. Specifically, I am amending the section below to reflect new information your office received from Stanford University about the University's policy on granting extensions of leaves of absence. I previously indicated I did not intend to seek an extension of my leave and if I did I would either refinance my mortgage with a different lender or pay market rate interest for the period of my government service. You recently advised me that you have confirmed that, based on the additional information you received, these actions are no longer required to ensure compliance with the ethics laws. Consequently, I am modifying Section 2 to read as follows:

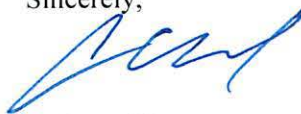
SECTION 2 – STANFORD UNIVERSITY

Upon confirmation and pursuant to Stanford University policy, I will take an unpaid leave of absence for two years from my position with the University. I am not eligible for a housing allowance during my leave. I currently have four mortgages with Stanford University. Before learning of my consideration for a possible nomination to the position of Under Secretary of Defense for Policy, Stanford offered to forgive one of these four mortgages, and will forgive this loan prior to my confirmation. I will not be eligible for principal forgiveness during my leave of absence. Stanford's policy allows me to request an extension of this leave of absence for government service, which the Provost may approve on a case-by-case basis.

In addition, 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 Stanford University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I have been advised that this amendment to my ethics agreement 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,



Colin Kahl

February 5, 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 Under Secretary of Defense for Policy of the U.S. Department of Defense. 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 after my confirmation but not later than seven 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 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 states and local governments.

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 – STANFORD UNIVERSITY

Upon confirmation and pursuant to Stanford University policy, I will take an unpaid leave of absence for two years from my position with the University. I am not eligible for a housing allowance during my leave. I currently have four mortgages with Stanford University. Before learning of my consideration for a possible nomination to the position of Under Secretary of Defense for Policy, Stanford offered to forgive one of these four mortgages, and will forgive this loan prior to my confirmation. I will not be eligible for principal forgiveness during my leave of absence. Stanford's policy allows me to request an extension of this leave of absence for government service, which the Provost may approve on a case-by-case basis. While I do not currently intend to request an extension, if I am granted an extension of my leave of absence under Stanford's current policy so that I may continue to serve as the Undersecretary of Defense for Policy, I will either refinance the mortgages with a different lender, pay market rate for the period of my government service, or pay off the mortgages.

In addition, 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 Stanford University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 3 – OTHER POSITIONS

Upon confirmation, I will resign from my positions with the following entities:

- Penn Biden Center for Diplomacy and Global Engagement
- Foreign Policy.com/State Group LLC
- Leidos
- National Intelligence Council/SAIC

I resigned from my position with Biden Transition Team (PT Fund, Inc.) on January 20, 2021. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 I know any of these entities 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 – BOOK DEAL

Before learning of my consideration for a possible nomination to the position of Under Secretary of Defense for Policy, I received an advance from St. Martin's Publishing Group for my book "Aftershocks: Pandemic Politics and the End of the Old International Order." I have completed writing this book, and I understand that I may not perform additional work on this book during my appointment to the position of Under Secretary of Defense for Policy if the Senate confirms my nomination. I will be paid the remainder of my "advance" installments throughout 2021 and 2022 for work already completed prior to any prospective Federal service. 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 St. Martin's Publishing Group to pay these advances 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). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know St. Martin's Publishing Group, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. 2635.502(d).

SECTION 5 – 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,



Colin Kahl