

January 8, 2020

Karen Santoro  
Designated Agency Ethics Official  
Office of the General Counsel  
National Science Foundation

Dear Ms. Santoro:

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 I am confirmed for the position of Director, National Science Foundation.

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 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: my 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.

Upon confirmation, I will take the following actions: I will take an unpaid leave of absence from my tenured position as a professor at Arizona State University (ASU). In addition, I will resign from the following ASU positions: Executive Vice President and Chief Research and Innovation Officer of ASU Knowledge Enterprise; Foundation Chair Professor, ASU, Computing and Informatics; Director, Center for Cognitive Ubiquitous Computing; Board Member, ASU Research Enterprise (ASURE); Board Member, ASU Enterprise Partners SkySong Innovations; Board Member, ASU Research Park; Board of Trustees, ASU Knowledge Enterprise Thunderbird School of Global Management; and Member ASU Foundation Trustees Solutions Committee. I will withdraw as Principal Investigator or Co-Principal Investigator on all ASU awards for which I am currently serving in that capacity. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of ASU unless I first obtain a 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).

Upon confirmation, I will resign my positions with the following entities: National Academy of Inventors; Oak Ridge Associated Universities; PLuS Alliance; U First Capital; the State of Arizona; and the City of Gilbert, Arizona. For a period of one year after resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity 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 a trustee of my four revocable trusts. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Director, National Science Foundation. 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 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 hold several science and technology patents. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interest in any of these patents, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse is employed by District Medical Group for which she receives a fixed annual salary. For as long as my spouse continues to work for District Medical Group, I will not participate personally and substantially in any particular matter involving specific parties in which I know District Medical Group 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 will meet in person with you during the first week of my service in the position of Director 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 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 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.

Sincerely,



Sethuraman Panchanathan