

January 5, 2021

Mr. Joseph Maher
Designated Agency Ethics Official
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave., SE
Washington, DC 20528

Dear Mr. Maher:

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 Secretary of the U.S. Department of Homeland Security. 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 15 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 an Ethics Pledge that will impose additional ethics commitments. I agree to sign the Pledge, and I acknowledge that I will be bound by it.

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 – EMPLOYMENT RELATED INTERESTS IN WHICH EQUITY IS HELD

Upon confirmation, I will resign from my position with Wilmer Cutler Pickering Hale & Dorr LLP (WilmerHale LLP). I currently have a capital account with the firm, and I will receive a refund of that account before I assume the duties of the position of Secretary. 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 WilmerHale LLP is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Pursuant to the Amended and Restated Partnership Agreement of Wilmer Cutler Pickering Hale and Dorr LLP, I will receive a partnership share based on the value of my partnership interests for services performed in 2020. This payment will be based solely on the firm's earnings through December 31, 2020, and will be paid to me prior to assuming the duties of the position of Secretary. I will not receive any 2021 partnership share. Instead, I will receive a fixed rate of compensation based on services I render in 2021. Amounts owed to me for my 2021 services will be calculated at the time of my separation and paid prior to assuming the duties of the position of Secretary.

Following my separation from WilmerHale LLP, I will receive a lump sum payout of my defined benefit plan, which will be calculated based on an objective formula. Following this payout, I will not be eligible for any future benefits from the firm under this defined benefit plan. WilmerHale LLP will pay this amount to me within two months of my separation from the firm. 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 WilmerHale LLP, to pay this amount to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I am entitled to the benefit of tax preparation services paid for by WilmerHale LLP for 2020. 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 WilmerHale LLP to provide this benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – OTHER RESIGNATIONS

I recently resigned my positions with the following entities:

- Bet Tzedek Legal Services
- City Year New York
- The Tenement Museum
- Hebrew Immigrant Aid Society.

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 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).

SECTION 4 – RETAINED POSITIONS

I will retain my position as a trustee of my revocable family trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Secretary. 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 my revocable family trust, 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).

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,



Alejandro N. Mayorkas

Alejandro Mayorkas