

June 9, 2010

Karen Santoro
Designated Agency Ethics Official
Office of the General Counsel
National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230

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 if confirmed Director, National Science Foundation.

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: 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 the Vannevar Bush Professor of Engineering at the Massachusetts Institute of Technology (MIT). In addition, I will resign from my position as Dean, School of Engineering. I will withdraw as Principal Investigator or Co-Principal Investigator on the MIT 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 MIT 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).

In accordance with MIT's leave of absence policies, I will continue to participate in MIT's defined benefit plan, defined contribution plan, life insurance plan, long-term disability insurance plan, health plan, and dental insurance plan. Pursuant to MIT's policies, while on a leave of absence, I will continue to participate in the interest deferred mortgage program. In addition, under the university's tuition assistance program, my child will continue to attend the university at a reduced tuition rate. Therefore, I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the ability or willingness of MIT to provide these employee benefits to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

Upon confirmation, I will resign from the Board of Directors, Lord Corporation. In accordance with Lord Corporation policy, I will divest my shares of private stock in the company. Consistent with the corporation's policy for departing directors, Lord Corp will repurchase these shares incrementally over a five-year period or, if approved by the Board of Directors, within 90 days of appointment depending on the value at the time of repurchase. Lord Corp values its private stock semi-annually, and the repurchase price will be based on the most recent semi-annual valuation at the time of repurchase. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Lord Corporation until divestiture is complete. In addition, for one year after resignation, I will not participate personally and substantially in any particular matter involving specific parties in which Lord Corporation is a party or represents a party, unless I am first authorized to participate pursuant to 5 C.F.R. §2635.502(d).

Upon confirmation, I will resign my positions with Infosys Foundation, Elsevier, King Abdullah University, and IMDEA Materiales. My positions with National University of Singapore ended effective May 15, 2010. Finally, my committee memberships with the National Academy of Engineering ended January, 2010. For a period of one year after termination from these entities, I will not participate personally and substantially in any particular matter involving specific parties in which 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).

Upon confirmation, I will resign as a member of the Engineering Advisory Council at Stanford University and the President's Advisory Council at Olin College. In addition, I served on the Louisiana State University (LSU), College of Engineering Advisory Board on March 9-10, 2010. I have already completed my service on the LSU College of Engineering Advisory Board.

I am a managing member of Inventium LLC. Upon confirmation, Inventium will cease engaging in any business, including consulting. During my appointment to the position of Director, Inventium will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain this entity in an inactive status. As Director, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Inventium LLC. In addition, I will not participate personally and substantially in any particular matter involving specific parties in which 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).

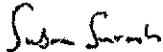
I hold several science and technology patents. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on any of these patents, unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

I may receive royalties from Butterworth Heneiman and Cambridge University Press for the sale of books. As Director, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of these publishers to honor their contractual obligations regarding these royalties, unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

Finally, I understand that as a Presidential Appointee confirmed by the Senate, I am required to sign the Ethics Pledge (Exec. Order No. 13490) and will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Within 90 days of appointment, I will implement the recusals in this ethics agreement by designating in writing an individual to screen me out of conflicting matters and to reassign those matters, providing the individual with a list of assets and parties giving rise to such conflicts, and notifying you when I have completed these implementing actions.

Sincerely,



Dr. Subra Suresh