March 24, 2025

Janice Kaye
Designated Agency Ethics Official
Office of the United States Trade Representative
600 17th Street NW
Washington, DC 20508

Dear Ms. Kaye:

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 Deputy U.S. Trade Representative and Chief of Mission, Geneva at the Office of the United States Trade Representative (USTR). 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, even if uncompensated; 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 USTR ethics officials 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 monitor whether the account managers are following this direction regarding prior approval.

I will receive a live ethics briefing from the USTR 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 will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Upon confirmation, I will resign from my position with Skadden, Arps, Slate, Meagher & Flom LLP (Skadden). I currently have a capital account with Skadden, and I will receive a refund of that account after my resignation. The refund of this capital account will occur in two installment payments. Skadden will pay the first installment on the anniversary of my withdrawal from the firm, and the remainder on the second anniversary of my withdrawal. The payments will include interest that accrued from the date of my withdrawal, provided that I take the total distribution of my cash balance plan account upon my separation from the firm. Skadden will withhold a portion of my capital account as a reserve for tax payments that the firm makes on behalf of its partners. The refund of my capital account also will be offset by any outstanding personal expenses. Until I receive this refund, 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 the firm to pay this refund, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Pursuant to the firm's retirement agreement, as amended by my January 20, 2021 agreement with the firm, I am entitled to receive an early retirement cash payment from Skadden if I retire between the ages of 57 and 62. This payment will be calculated and fixed as of the date of my withdrawal. The payment will be equal to 1.5 times the amount of my annual firm income. To calculate my annual firm income, Skadden will take the average of the firm's expected income in the fiscal year in which I retire and the firm's income in the two fiscal years preceding my retirement. This payment will be paid ratably over the 84 months following my retirement. Until I have received the full amount of this payment, 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 Skadden to pay this early retirement benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, pursuant to the Skadden partnership agreement, I will receive a pro rata partnership share based on the value of my partnership interests for services performed in 2025 through the date of my withdrawal. This share will be based solely on the firm's earnings through the date of my withdrawal from the partnership. I will receive this payment before I enter into the position of Deputy U.S. Trade Representative and Chief of Mission, Geneva. 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 Skadden to pay this pro rata partnership share to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Skadden or until I have received the refund of my capital account, partnership distribution, or early retirement payment, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Skadden is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). I also 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).

SECTION 3 – GEORGETOWN UNIVERSITY LAW CENTER

My position with Georgetown University Law Center ended in January 2025. 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 Georgetown University 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 – SPOUSE EMPLOYMENT

My spouse is a part-time employee of Stone Ridge School of the Sacred Heart, in a position for which she receives hourly compensation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Stone Ridge School of the Sacred Heart, I will not participate personally and substantially in any particular matter involving specific parties in which I know Stone Ridge School of the Sacred Heart 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,

Joseph Barloon

Joseph Barloon