

Susan F. Beard
Designated Agency Ethics Official
Department of Energy
1000 Independence Avenue, SW
Washington, DC 20585

Dear Ms. Beard:

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 for Nuclear Security at the Department of Energy. This position also serves as the Administrator for Nuclear Security in the National Nuclear Security Administration (NNSA).

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 a 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: 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

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 am the sole shareholder of the company, LEG, Incorporated. Upon confirmation, LEG Incorporated will cease engaging in any business, including the representation of clients. During my appointment to the position of Under Secretary for Nuclear Security, LEG, Incorporated 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 the business while it is in an inactive status. As Under Secretary for Nuclear Security 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 LEG, Incorporated. 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).

Upon confirmation, I will resign from my positions with the following organizations: Colombo Bank, the Ridge Global Advisory Board, Knock Out Abuse, and the National

Academies of Sciences Institute of Medicine. 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).

Upon confirmation, I will resign from my position as President of Tier Tech International, Inc (TTI) and UT Battelle Global Security Division Strategic Advisory Board. My spouse is the majority shareholder of Tier Tech International, Inc (TTI). TTI currently has contracts with three entities that are DOE contractors or entities associated with DOE contractors.¹ None of the work performed under any of the contracts is in support of DOE, including NNSA. My spouse has agreed that during my tenure as Under Secretary, he will not have any direct or indirect verbal, electronic, or written communications with DOE or NNSA employees on any TTI business-related matters. My spouse has also agreed that TTI's business activities during my tenure as Under Secretary will be conducted as follows:

- As referenced above, TTI currently has contracts, which are not in support of DOE or NNSA with three entities that are DOE contractors or entities associated with such contractors. With regard to these three contracts, TTI may seek follow-on contracts. However, TTI will not pursue nor accept any other future business with any entity or the parents or other subsidiaries of any entity that is a contractor that operates any NNSA site or facility.²
- TTI will not seek any contracts that provide direct support to DOE, including NNSA, missions.

TTI also has contracts with Fluor Government Group and NSTec, who are currently DOE contractors, and The Defense Nuclear Facilities Safety Board. TTI will not seek additional business with any of these entities.

For as long as my spouse continues to have a financial interest in TTI, 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 TTI, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, I will not participate personally and substantially

¹ These contracts are with: (1) UT-Battelle, the management and operations contractor at Oak Ridge National Laboratory, a DOE government-owned contractor operated facility; (2) Leidos, a member of CNS, LLC, the management and operations contractor at the National Nuclear Security Production Office; and (3) Battelle Energy Alliance (a wholly-owned subsidiary of Battelle Memorial Institute), the management and operations contractor at the Idaho National Laboratory, a DOE government-owned contractor operated facility.

² NNSA sites and facilities include the Pantex site, the Y-12 Site, the Nevada National Security Site, the Lawrence Livermore National Laboratory, the Los Alamos National Laboratory, the Sandia National Laboratory, the Savannah River Site, the Naval Nuclear Laboratory, the Kansas City National Security Campus, and the MOX Fuel Fabrication Facility.

in any particular matter that to my knowledge has a direct and predictable effect on TTI's contracts, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

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). I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Pursuant to 5 C.F.R. 2635.502(d), with regard to TTI clients UT-Battelle, Fluor Government Group, and NSTec, I will seek written authorization to participate in particular matters involving specific parties in which any of these entities is a party or represents a party. I also will seek a waiver of the provisions of paragraph 6 of the Ethics Pledge under Executive Order 13770 with regard to UT-Battelle, Fluor Government Group, and NSTec. I understand that any such authorization or waiver will not permit me to participate in particular matters that directly and predictably affect my financial interest in TTI, or fee determinations or awards to UT-Battelle, Fluor Government Group, or NSTec, or participation in any procurement activities associated with the Department of Energy's competition for the Management and Operating contract at Los Alamos National Laboratory.

I will divest my interests in the following entities within 90 days of my confirmation: Palantir Technologies; and Vanguard Information Technology ETF. With regard to each of these entities, 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 this entity until I have divested it, 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 I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets.

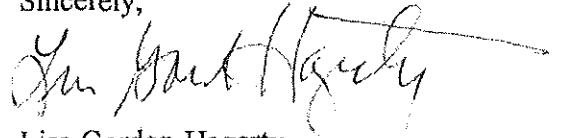
I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I will meet in person with you during the first week of my service as Under Secretary of Nuclear Security 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 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,

A handwritten signature in black ink, appearing to read "Lisa Gordon-Hagerty", with a long horizontal flourish extending to the right.

Lisa Gordon-Hagerty

December 20, 2017