

## Department of Energy

Washington, DC 20585

MEMORANDUM FOR: MARVIN L. ADAMS  
DEPUTY ADMINISTRATOR FOR DEFENSE  
PROGRAMS  
NATIONAL NUCLEAR SECURITY  
ADMINISTRATION

FROM: SUSAN F. BEARD  
DESIGNATED AGENCY ETHICS OFFICIAL

SUBJECT: Determination to Grant a Limited Waiver of Ethics Pledge  
Restriction

Pursuant to Section 3 of Executive Order 13989, “Ethics Commitments by Executive Branch Personnel” (January 20, 2021), (hereafter, “Ethics Pledge”) and after consultation with the Counsel to the President, I hereby waive the restrictions in Paragraph 2 of the Ethics Pledge, solely with respect to Triad National Security, LLC, the management and operating (M&O) contractor at Los Alamos National Laboratory (LANL). I have determined that this limited waiver is necessary because it is in the public interest for you, when representing the interests of the National Nuclear Security Administration, Department of Energy (DOE) to be able to participate in certain official matters that involve Triad National Security LLC (hereafter “Triad”). Triad is a private limited liability company formed by Battelle Memorial Institute, the Texas A&M University System and the University of California.

The Ethics Pledge requires all covered appointees to abide by certain commitments. One of those commitments provides that a covered appointee may not, for a period of two years from the date of his appointment, participate in any particular matter involving specific parties that is directly and substantially related to his former employer or former client. “Former employer” is any person for whom the appointee has served as an employee, officer, director, trustee, or general partner within the two years prior to his appointment. For purposes of the Ethics Pledge, “former client” is any person for whom the appointee served personally as agent, attorney, or consultant within the two years prior to his appointment.

During your appointment you will be on an unpaid leave of absence from your position as a tenured Professor at Texas A&M University. The Texas A&M University System is a member entity of Triad. As part of your Texas A&M responsibilities, as further detailed in this memorandum, you engaged in activities and performed functions with Triad on behalf of the Texas A&M University System.

Triad does not meet the definition of your “former employer” or “former client” as defined in the Ethics Pledge or applicable guidance from the Office of Government Ethics (OGE).<sup>1</sup> However, the Ethics Pledge is part of a broad “ethics in government plan designed to restore and maintain public trust in government.” Your prior activities and roles with Triad, in light of your responsibilities and duties as an appointee (as further detailed in this memorandum), are such that they should be considered as subject to the requirements contained in Paragraph 2 of the Ethics Pledge, and may be waived upon a determination that it is in the public interest to grant a waiver.

Pursuant 50 U.S.C. § 2404, as Deputy Administrator for Defense Programs, you are directly responsible for maintaining and enhancing the safety, reliability, and performance of the United States nuclear weapons stockpile, through design, production, and testing; and you direct, manage and oversee the nuclear weapons production facilities and the national security laboratories, including LANL.

In the two-year period prior to your appointment as Deputy Administrator, you served in three roles at Triad on behalf of the Texas A&M University System. You served as a non-voting “Board Observer” member of the Triad Board of Directors. Additionally, you were the Chair of the Triad Missions Committee, which required you to advise the Triad Board of Directors on important and critical program matters regarding Triad’s obligations to the Government. Lastly, you were served as a member of a Triad Science, Technology, and Engineering Committee.<sup>2</sup> As all of these activities were part of your Texas A&M duties, you received no compensation from Triad. You resigned from these roles in December 2021.

The mission of LANL is to solve U.S. national security challenges and its strategic plan is aligned with priorities set by DOE and NNSA. It executes work in all areas of the DOE and NNSA mission: national security, science, energy, and environmental management. Specifically, it plays a key role in the Stockpile Stewardship Program as the design agency for four systems in the nuclear stockpile. This program is responsible for maintaining the safety, security, and reliability of the nation’s nuclear weapons stockpile; and provides critical science and engineering tools to support a safe, secure, and effective nuclear deterrent strategy.

Triad’s contract to manage and operate LANL has a current end date of October 31, 2023, with an ultimate potential contract end date (including all potential award term and option years), of October 31, 2028. Because of your significant oversight responsibilities for the national security laboratories (including LANL), it is an absolute certainty that to effectively perform your statutory responsibilities you will need to be involved in matters

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<sup>1</sup> See OGE Memorandum DO-09-011 at [https://www.oge.gov/Web/OGE.nsf/0/D13BCBEB4F01ED67852585BA005BECBB/\\$FILE/DO-09-011.pdf](https://www.oge.gov/Web/OGE.nsf/0/D13BCBEB4F01ED67852585BA005BECBB/$FILE/DO-09-011.pdf)

<sup>2</sup> You did not hold a position on this committee, and therefore were not required to disclose your membership on this committee on your public financial disclosure report.

in which Triad, as the M&O contractor for LANL is a party, or will be directly affected, as one of the national security laboratories.

Absent a waiver, you would be prohibited by Paragraph 2 of the Ethics Pledge from participating in any particular matter involving specific parties in which Triad is or represents a party. I have determined that it is in the public interest to waive this restriction as it pertains to Triad for the following reasons:

- (1) Your academic knowledge (Ph.D., Nuclear Engineering, University of Michigan; M.S.E., Nuclear Engineering, University of Michigan; and, B.S., Nuclear Engineering, Mississippi State University) and research activities make you one of our nation's foremost experts on stewardship of the nuclear stockpile.
- (2) Your extensive past service on many review and advisory bodies related to national security uniquely qualify you to perform the duties of the Deputy Administrator for Defense Programs, including official responsibilities related to the Stockpile Stewardship Program.
- (3) Your technical and subject-matter expertise, and your unrestricted personal involvement, is crucial to carrying out your responsibilities as the Deputy Administrator for Defense Programs, and is needed to fulfill the NNSA's core national security missions in furtherance of the public interest.
- (4) In your role as Deputy Administrator for Defense Programs, a position for which you were nominated by the President and confirmed by the Senate, you will need to work collaboratively with contractors (including Triad) who provide services to NNSA related to the Stockpile Stewardship Program and other programs and activities to help maintain the safety and reliability of the of nuclear weapons stockpile.
- (5) Your prior affiliations with Triad were limited to service as a non-voting Board Observer member of its Board of Directors and Chair of its Mission Committee, which you performed as part of your Texas A&M University duties. You received no compensation from Triad.
- (6) As part of the Senate nomination and confirmation process it was disclosed that this waiver would be issued.

Accordingly, you are provided a limited waiver of Paragraph 2 of the Ethics Pledge, permitting you (when representing the interests of the NNSA, Department of Energy) to be involved in non-monetary, specific party matters involving Triad.

This limited waiver does not permit you to participate in:

1. Fee determinations or awards to Triad;
2. Participation in any procurement activities (including M&O contract competitions, recompetitions or extensions of an existing contract, or contract disputes) that involve Triad;
3. Negotiations and decisions affecting any Triad financial arrangements with DOE (e.g., cooperative agreements, grants, strategic partnership projects, personnel matters requiring additional financial commitments); or
4. Participation in matters that would uniquely and significantly affect the commercial competitive standing of Triad.

This waiver does not affect your obligation to comply with other provisions of the Ethics Pledge or with all other pre-existing government ethics rules.

cc: Timothy Fischer, General Counsel, NNSA