



STATE OF INDIANA  
OFFICE OF THE GOVERNOR  
State House, Second Floor  
Indianapolis, Indiana 46204

Eric J. Holcomb  
Governor

FILED

January 3, 2025

JAN 09 2025

INDIANA STATE  
ETHICS COMMISSION

Katherine Noel, Chair  
Indiana State Ethics Commission  
315 W. Ohio Street, Room 104  
Indianapolis, IN 46204

**Indiana Code § 4-2-6-11  
Post-Employment Waiver: David Rosenberg**

As the Appointing Authority of the Secretary of Commerce of the Indiana Economic Development Corporation (IEDC), I am filing this waiver of the application of a certain post-employment restriction of the Code of Ethics as it may apply to David Rosenberg, IEDC's Secretary of Commerce ("Rosenberg"), in his desired post-employment opportunity with Indiana University (IU).

I understand that I must file and present this waiver to the State Ethics Commission at its next available meeting. I further understand that this waiver is not final until approved by the State Ethics Commission.

**A. This waiver is provided pursuant to IC § 4-2-6-11(g) and specifically waives the application of:**

IC § 4-2-6-11(b)(2): 365-day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.

**B. IC § 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC § 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.**

**1. Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:**

As the Secretary of Commerce, Rosenberg serves as the Governor-appointed chief executive officer and president of the IEDC, which is charged with growing the state's economy, driving economic development, and helping businesses launch, grow, and locate in Indiana. Rosenberg has ultimate decision-making authority for the IEDC; however, in practice, the day-to-day operations of the IEDC, including contracting decisions, are normally delegated to the IEDC's executive team, including the Chief Operating Officer, Chief Strategy Officer, Chief of Staff, and

numerous other IEDC personnel, so that Rosenberg's involvement on those matters is minimal. That fact is critically important to a proper evaluation of whether the above-referenced 365-day "cooling-off" period of the Code of Ethics is triggered under the circumstances here. Further, he is aware of, and will fully honor and comply with, the requirements of the Code of Ethics pertaining to confidentiality of material information and not disclosing or using same. IC § 4-2-6-6.

First, under the ethics rule for the 365-day "cooling-off" period, IC § 4-2-6-11(b)(2), there are four specific prohibitions, none of which are or have been triggered by Rosenberg or his activities to date. With respect to the first prohibition, Rosenberg's potential position with IU will not involve executive branch lobbying. As for the second and third prohibitions, Rosenberg, during his time at IEDC, has not made a regulatory or licensing decision directly applicable to his potential employer, Indiana University. Lastly, as more particularly described below, Rosenberg has not negotiated or administered any contracts existing between IEDC and IU. Accordingly, for purposes of this ethics evaluation, it is our position that there is no, nor will there be any, violation of the 365-day "cooling-off" period under the circumstances applicable here.

It's important to note that Rosenberg had involvement with only one contract between IEDC and IU. In March 2024, the IEDC entered into a grant agreement with IU to provide partial funding for a new microelectronics workforce project. Rosenberg, along with other members of IEDC's staff, participated in some initial discussions regarding the project with IU representatives in the middle of 2023, nearly a year before the agreement was finalized. Importantly, however, while Rosenberg participated in those initial discussions about this potential project, he didn't thereafter engage in the negotiation of that agreement. Others at the IEDC were involved in negotiating and finalizing that agreement. Indeed, while Rosenberg had general awareness of the status of that potential project, he was not actively involved in the discussions occurring between the parties regarding the negotiations.

Further, the grant agreement, once it was finalized, was not reviewed or signed by Rosenberg. Instead, it was signed by Robert Paglia, who is the IEDC's Chief Operating Officer and who had delegated authority for such purposes.

For purposes of this evaluation, it's important to note that the prohibition regarding contracts is a two-part test. To be triggered, the statute specifically requires that the state employee in question must have been "engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration." IC § 4-2-6-11(b)(2). Under Indiana law, it is well-established that words in a statute must be taken in their plain, ordinary and literal meaning, and effect must be given to every word; indeed, no word should be considered superfluous, void, or insignificant, as each word is presumed to have a purpose. Therefore, the conjunctive "and" clearly establishes this statutory language as creating a two-part test. Here, in the situation involving Rosenberg, both parts of the test are not triggered. While Rosenberg is the head of the IEDC and clearly in a position to make a discretionary decision

affecting the negotiation or administration of a contract, he has not negotiated or administered any contracts between IEDC and IU; therefore, only one of the two parts of the above-referenced test are triggered, thus leading to the conclusion there would be no violation of this particular ethics prohibition in the event he accepts the IU opportunity.

Therefore, it is our view that Rosenberg's limited involvement in the initial discussions occurring nearly a year before the grant agreement was finalized and signed, the lack of his involvement in the negotiations that occurred thereafter, and the fact that he did not review or sign that grant agreement, establish that the ethics rule involving the 365-day "cooling-off" period has not been triggered here. Nevertheless, out of an abundance of caution and in the interests of transparency, we are respectfully requesting a waiver of the potential application of the cooling-off period here.

**2. Please describe the nature of the duties to be performed by the employee for the prospective employer:**

In connection with this potential post-employment opportunity with IU, Rosenberg will serve as the President & CEO of a new university-wide strategic initiative that will be called the IU Launch Accelerator for Biolifesciences (LAB). The LAB will be based in Indianapolis and focus on life science research, as well as transitional tech and commercialization in the life sciences area, partnering with IU Research, the IU School of Medicine, IU Health, and other industry and ecosystem partners. This position will report to the President of Indiana University, Pamela Whitten, who recently said about this important new endeavor: "Indiana University is launching an initiative so transformative that it will change the very landscape of our capital city and state."

In his new role as CEO & President, Rosenberg will perform the typical duties for that type of executive level position, including, for example, but not limited to: (1) being primarily responsible for assembling and leading the team working under his direction; (2) managing those people and the effort in general; (3) playing an instrumental role in establishing the applicable vision, mission, goals and objectives; (4) evaluating and managing the overall operations under his purview; and (5) being accountable for the success of this important strategic initiative. Notably, this role would be completely unrelated to, and independent of, the microelectronics grant agreement referenced above and would not involve interacting with IEDC.

**3. Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:**

Because his prospective employment has no connection to any of the matters involving IU with which he had any involvement while at IEDC, Rosenberg's prospective employment is unlikely to involve substantial contact with the IEDC. And what contact may occur is unlikely to involve matters where the IEDC has discretion to make decisions based on the work product of Rosenberg.

However, to protect against these concerns, Rosenberg will agree and commit to delegating any direct dealings with the IEDC – should they occur – to subordinates or other departments within IU, and having nothing to do with same.

- 4. Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:**

Rosenberg has had a long career in Indiana's public sector where his impact has been significant. Prior to serving the IEDC, Rosenberg served as the Deputy Chief of Staff for the Indianapolis Mayor's Office as well as the Operations Officer for the Indianapolis Public Schools. During Rosenberg's tenure with the IEDC, first as its Chief Operating Officer and later as the Secretary of Commerce, the State of Indiana experienced record job and wage growth as well as record capital investment. Rosenberg seeks to utilize his unique skills and expertise to continue serving Hoosiers through this important position with IU, a preeminent state educational institution. Rosenberg is uniquely situated to lead and further develop the synergy between IU (a public research university) and private industry. Indeed, failure to retain Rosenberg in this position of public service in our state would be a significant loss. We'd be fortunate to have him continue his public service through this incredibly important position of leadership at IU.

- 5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:**

Rosenberg's unique expertise and insights are narrowly tailored to advancing the interests of the State of Indiana by serving in a high-level and impactful executive role within the public sector. Due to the relatively few positions within the state meeting this narrow description, Rosenberg, as well as the state more broadly, will be at a significant loss if his unique talents are not utilized to their fullest extent in this important position. Should he be denied that opportunity, he would likely have to seek a comparable position in the private sector, which could take him some time to identify, interview for, and secure, so the economic hardship under those circumstances could be significant. Accordingly, we believe that the above-referenced reasons weigh heavily in favor of granting a waiver here.

[Remainder of Page Intentionally Left Blank.]

**C. Signatures**

**1. Appointing authority/state officer of agency:**


By signing below, I authorize the waiver of the above-specified post-employment restrictions pursuant to IC § 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.

  
\_\_\_\_\_  
Earl A. Goode, Appointing Authority

1/3/25  
DATE

**2. Ethics Officer of agency**

By signing below I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC § 4-2-6-11(g)(1)(B).

  
\_\_\_\_\_  
Joseph R. Heerens, Ethics Officer

1/3/25  
DATE

**D. Approval by State Ethics Commission**

**FOR OFFICE USE ONLY**

Approved by State Ethics Commission

  
\_\_\_\_\_  
Katherine Noel, Chair, State Ethics Commission

1-9-25  
Date

**Mall to:**

Office of Inspector General  
315 West Ohio Street, Room 104  
Indianapolis, IN 46202

OR

Email scanned copy to: [info@ig.in.gov](mailto:info@ig.in.gov)

*Upon receipt you will be contacted with  
details regarding the presentation of this  
waiver to the State Ethics Commission.*



**ETHICS DISCLOSURE STATEMENT**  
**CONFLICTS OF INTEREST – DECISIONS AND VOTING**  
State Form 56880 (R / 10-16)  
OFFICE OF THE INSPECTOR GENERAL  
IC 4-2-6-9

**FILED**

**NOV -6 2024**

INDIANA STATE  
ETHICS COMMISSION

In accordance with IC 4-2-6-9, you must file your disclosure with the State Ethics Commission no later than seven (7) days after the conduct that gives rise to the conflict. You must also include a copy of the notification provided to your agency appointing authority and ethics officer when filing this disclosure. This disclosure will be posted on the Inspector General's website.

Name (last) Rosenberg	Name (first) David	Name (middle)
Name of office or agency Indiana Economic Development Corporation		Job title
Address of office (number and street) 1 N. Capitol Ave., Suite 700		City Indianapolis
		ZIP code 46204
Office telephone number ( 317 ) 232-8800	Office e-mail address (required) pfowler@iedc.in.gov	

Describe the conflict of interest:

Mr. Rosenberg, the Indiana Secretary of Commerce and head of the IEDC, is currently enaged in employment discussions with Indiana University ("IU"). The IEDC has several past and current agreements with IU, who is a key economic development partner in the state.

Describe the screen established by your ethics officer: *(Attach additional pages as needed.)*

Mr. Rosenberg will be screened from all decision and votes, including contract amendments and negotiations, in which

Indiana University may have a financial interest. Pursuant to IC 5-14-3-10, Mr. Rosenberg shall not disclose or otherwise

information classified as confidential under IC 5-14-4-3. This restriction applies as long as the subject information is

deemed confidential.

#### AFFIRMATION

Your signature below affirms that your disclosures on this form are true, complete, and correct to the best of your knowledge and belief. In addition to this form, you have attached a copy of your written disclosure to your agency appointing authority and ethics officer.

Signature of state officer, employee or special state appointee

Date signed (month, day, year)

11.6.2024

Printed full name of state officer, employee or special state appointee

David Rosenberg

#### FOR ETHICS OFFICER USE ONLY

Your signature below affirms that you have reviewed this disclosure form and that it is true, complete, and correct to the best of your knowledge and belief. You also attest that your agency has implemented the screen described above.

Signature of ethics officer

Date signed (month, day, year)

11.6.2024

Printed full name of ethics officer

Phil Fowler

**Baker, Nathaniel P**

---

**From:** Rosenberg, David  
**Sent:** Wednesday, November 6, 2024 1:33 PM  
**To:** Goode, Earl; Fowler, Phillip  
**Cc:** Lang, Andrew (IEDC)  
**Subject:** Notice of Employment Negotiations

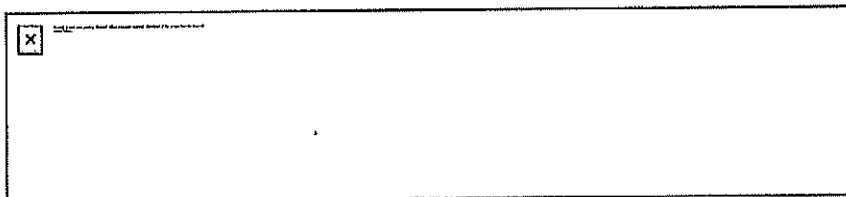
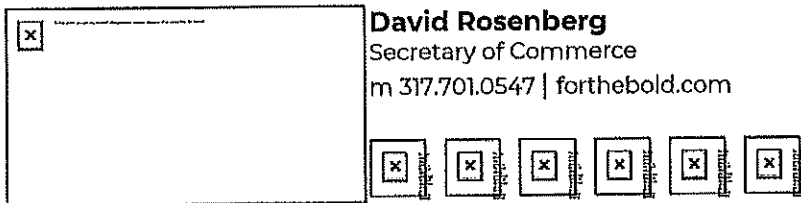
Earl and Phil,

I am writing to inform you as the IEDC Chief Ethics Officer and Appointing Authority, pursuant to IC 4-2-6-9(b), that I have entered into conversations with Indiana University regarding potential future employment, and I intend to fill a written conflict of interest disclosure statement with the office of the Inspector General.

Please let me know any additional information that may be helpful.

Thank You,

David



CONFIDENTIALITY NOTICE: This message and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute, or take action in reliance to this message. If you have received this in error, please notify the sender immediately and promptly delete this message and its attachments from your computer system.





STATE OF INDIANA  
OFFICE OF THE GOVERNOR  
State House, Second Floor  
Indianapolis, Indiana 46204

---

Eric J. Holcomb  
Governor

January 3, 2025

Indiana State Ethics Commission  
c/o Office of Inspector General  
315 W. Ohio Street, Room 104  
Indianapolis, Indiana 46204

Re: Designation Letter; Waiver Request for David Rosenberg

To Whom It May Concern:

I am the Chief of Staff for Governor Eric J. Holcomb, and, accordingly, the appointing authority for the Indiana Economic Development Corporation's Secretary of Commerce David Rosenberg. Enclosed herewith, I am hereby submitting a post-employment waiver for Secretary Rosenberg.

While I will be unable to attend the Ethics Commission's meeting on January 9, 2025, I hereby designate Joseph R. Heerens, General Counsel & Ethics Officer for the Governor, to file and present the enclosed waiver on my behalf. Accordingly, you should direct any questions concerning this filing to Mr. Heerens. Further, I also hereby designate Phillip Fowler, General Counsel for the Indiana Economic Development Corporation, to assist in presenting the enclosed waiver.

Sincerely,

A handwritten signature in black ink, appearing to read "Earl A. Goode", written over a horizontal line.

Earl A. Goode  
Chief of Staff