

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Ipsen, Inc.
OFCCP Case No. R00303230

PART I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Ipsen, Inc. (Ipsen) establishment located at 984 Ipsen Road in Cherry Valley, IL 61016-3800, beginning on October 20, 2020. OFCCP found that Ipsen failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Ipsen of the specific violation and the corrective actions required in a Notice of Violation (NOV) issued on March 18, 2021. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Ipsen enter into this contract (Conciliation Agreement or Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. General Terms and Conditions

1. In exchange for Ipsen's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Ipsen violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Ipsen's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Ipsen will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Ipsen of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Ipsen and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Ipsen agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Ipsen submits its final progress report required in Section IV, below, unless OFCCP notifies Ipsen in writing before the expiration date that Ipsen has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Ipsen has met all of its obligations under the Agreement.
11. If Ipsen violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300. 63, and 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Ipsen a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Ipsen shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Ipsen is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Ipsen, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Ipsen may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 12. Ipsen neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. Technical Violations and Remedies

- 1. **VIOLATION:** During the period January 1, 2019 through March 1, 2021, Ipsen failed to prepare and maintain an affirmative action program for protected veterans at each establishment within 120 days of the commencement of a contract, and update the program annually, in violation of 41 CFR 60–300.40(b). Accordingly, Ipsen failed to comply with any of its affirmative action program obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

REMEDY: Ipsen will prepare and maintain an affirmative action program for protected veterans at each establishment. The affirmative action program will set forth Ipsen’s policies and procedures in accordance with 41 CFR 300.40–45. This affirmative action program may be integrated into or kept separate from other affirmative action programs. Ipsen will review and update annually its affirmative

action program pursuant to 41 CFR 60–300.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

2. **VIOLATION:** During the period January 1, 2019 through March 1, 2021, Ipsen failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6. Specifically, Ipsen failed to list all employment openings, which includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less.

REMEDY: Ipsen will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Ipsen, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Ipsen will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Ipsen shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period January 1, 2019 through March 1, 2021, Ipsen failed to invite applicants to inform Ipsen whether the applicant believes that he or she is a veteran protected by VEVRAA, in violation of 41 CFR 60-300.42.

REMEDY: Ipsen will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Ipsen shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Ipsen shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Ipsen may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Ipsen must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

PART IV. OFCCP Monitoring Period

1. **Recordkeeping.** Ipsen agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Ipsen will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

- A. **Schedule and Instructions.** Ipsen will submit the documents and progress report described below via email to OFCCP Chicago District Office Assistant District Director Adam Young at (b) (7)(C), (b) (7)(E)

Ipsen agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on February 1, 2022, and will cover the period from the effective date of this Agreement through December 31, 2021.

Ipsen and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Ipsen provides in accordance with this agreement are customarily kept private or closely-held, and Ipsen believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Ipsen will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

The Progress Report shall include the following:

Pursuant to violation 1:

- a. A copy of the VEVRAA AAP prepared in accordance with the requirements of 41 CFR 60-300.40 through 60-300.45.
- b. Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f)(3). At a minimum, this assessment must include the company's conclusion as to the effectiveness of the totality of its outreach and recruitment efforts, documentation of the criteria the company used to evaluate the effectiveness of each outreach effort, and the company's conclusion as to whether each outreach effort was effective.
- c. Documentation of the computations or comparisons described in 41 CFR 60-300.44(k) that covers the date of this Agreement through December 31, 2021.

- d. Documentation of the hiring benchmark adopted and the methodology used to establish it if using the five factors described in 41 CFR 60-300.45(b)(2).
- e. The company's most recent assessment of its personnel processes, as required by 41 CFR 60-300.44(b), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.
- f. The company's most recent assessment of physical and mental qualifications, as required by 41 CFR 60-300.44(c), including the date the assessment was performed, any actions taken or changes made as a result of the assessment, and the date of the next scheduled assessment.
- g. Documentation showing that Ipsen made available its VEVRAA AAP, absent the data metrics required by 41 CFR 60-300.44(k), to all employees and/or applicants for employment for inspection upon request; and posted the location and hours during which the AAP can be obtained, as required by 41 CFR 60-300.41.

Pursuant to violation 2:

- a. Evidence that Ipsen listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
- b. Evidence that Ipsen advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
- c. Evidence that Ipsen provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location.

Pursuant to violation 3:

- a. Evidence that the company has invited applicants for employment to voluntarily self-identify as a protected veteran at both the pre-offer and post-offer stages of the company's hiring process.
- b. A blank copy of the form used during this period inviting applicants for employment to voluntarily self-identify as a protected veteran.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Ipsen's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Ipsen in writing within sixty (60) days of the date of the final progress report that Ipsen has not fulfilled all of its obligations

under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Ipsen within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ipsen has met all of its obligations under the Agreement.

PART V. SIGNATURES

The person signing this Agreement on behalf of Ipsen personally warrants that he or she is fully authorized to do so, that Ipsen has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Ipsen. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ipsen, Inc., 984 Ipsen Road, Cherry Valley, IL 61016.

(b) (6), (b) (7)(C)

Patrick McKenna
President
Ipsen, Inc.

DATE:

3/25/21

(b) (6), (b) (7)(C)

David S. Garber, PhD.
Acting District Director
OFCCP, Chicago District Office

DATE: 26 March 2021

(b) (6), (b) (7)(C)

David S. Garber for Adam Young

Adam Young
Assistant District Director
OFCCP, Chicago District Office

DATE: 26 March 2021

(b) (7)(C), (b) (7)(E)

Compliance Officer
OFCCP, Chicago District Office

DATE: _____