



**CONCILIATION AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
CELLEBRITE INC.
7 CAMPUS DRIVE, STE. 210
PARSIPPANY, NEW JERSEY 07054-4413
OFCCP CASE NO. R00303310**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Cellebrite Inc.'s (hereinafter Cellebrite) establishment located at 7 Campus Drive, Suite 210, Parsippany, New Jersey, beginning on September 18, 2020. OFCCP found that Cellebrite failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended and the implementing regulations at 41 CFR Chapter 60.

OFCCP notified Cellebrite of the specific violation(s) and the corrective actions(s) required in a Notice of Violation issued on April 13, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Cellebrite enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Cellebrite'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 Cellebrite 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 Cellebrite'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. Cellebrite 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 Cellebrite of its obligation to fully comply with the requirements of E.O. 11246, Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, or other applicable

laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Cellebrite 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Cellebrite submits its final progress report required in Section IV, below, unless OFCCP notifies Cellebrite in writing before the expiration date that Cellebrite 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 Cellebrite has met all of its obligations under the Agreement.
10. If Cellebrite violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Cellebrite a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Cellebrite 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 Cellebrite is unable to demonstrate that it has not violated the Agreement, or if OFCCP 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 Cellebrite, 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. Cellebrite may be subject to the sanctions set forth in 41 C.F.R. Part 60-741.66 and other appropriate relief for violating this Agreement.
11. Cellebrite neither admits nor denies any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. 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.
15. 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.

III. Technical Violation and Remedy

1. **VIOLATION:** During the period July 1, 2017 through June 30, 2019, Cellebrite failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60-300.44(k).

REMEDY: Cellebrite will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and must agree to maintain this data for three (3) years, as required by 41 CFR § 60-300.44(k): the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired.

2. **VIOLATION:** During the period July 1, 2019 through June 30, 2020, Cellebrite failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f)(1)(i). Specifically, Cellebrite did not enlist the assistance and support of appropriate organizations, which serve qualified protected veterans, in order to fulfill its commitment to provide equal employment opportunity for such individuals.

REMEDY: Cellebrite will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected

veterans, such as those described at 41 CFR § 60-300.44(f)(2). Examples of additional types of outreach and positive recruitment activities include, but not are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Using the State Vocational Rehabilitation Service Agency – Veteran Readiness and Employment (VR&E) in the area of the contractor's establishment;
- Participating in the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
- Working with the local veteran groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
- Contacting the placement or career offices of educational institutions that specialize in the placement of protected veterans;
- Participating in job fairs targeting qualified Protected Veterans; and
- Using local protected veteran service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on protected veterans to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Cellebrite will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR § 60-300.44(f) (3). Cellebrite will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-300.44(f) (4).

3. **VIOLATION:** During the period July 1, 2019 through June 30, 2020, Cellebrite 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. Additionally, Cellebrite failed to 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.

REMEDY: Cellebrite 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 Cellebrite as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Cellebrite will 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, Cellebrite shall provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period July 1, 2019 through June 30, 2020, Cellebrite failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 § CFR 60-300.5(a)-(d).

REMEDY: Cellebrite will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR § 60-300.5(a)-(d). If Cellebrite incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR § 60-300.5(d).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Cellebrite 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. Cellebrite 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.** Cellebrite agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

A. **Progress Report 1:** The first report shall be due August 16, 2021 and will cover the period beginning July 1, 2020 through June 30, 2021.

B. **Progress Report 2:** The second and final report shall be due August 16, 2022 and will cover the period beginning July 1, 2021 through June 30, 2022.

Cellebrite will submit the reports to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov.

The first report will contain the following:

- Documentation of the inclusion of the Equal Employment Opportunity clause in Cellebrite's purchase orders and subcontracts.

Both reports will contain the following:

- Documentation of Cellebrite's computations or comparisons pertaining to applicants and hires as required by 41 CFR 60-300.44(k):
 - a. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - b. The total number of job openings and total number of jobs filled;
 - c. The total number of applicants for all jobs;
 - d. The number of protected veteran applicants hired; and
 - e. The total number of applicants hired.
- A description and documentation of each outreach activity/effort targeted to recruit qualified protected veterans taken by Cellebrite during the reporting period. This may include a variety of activities and efforts, such as participating in job fairs, recruitment efforts in coordination with educational institutions, apprenticeships, and providing identified sources serving protected veterans and with job announcements. A copy of Cellebrite's evaluation of each activity's effectiveness, and its annual assessment of the effectiveness of the totality of its outreach efforts, as required by 41 CFR 60-300.44(f).
- Documentation of Cellebrite's listing of all job openings, as defined by 41 CFR 60-300.5(a) 2 through 6, with the local New Jersey One-Stop Career Center office where the openings occur and documentation that Cellebrite has advised 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.

Cellebrite 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 Cellebrite provides in accordance with this Agreement are customarily kept private or closely-held, and that Cellebrite believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Cellebrite 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.

2. **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 Cellebrite's final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Cellebrite in writing within sixty (60) days of the date of the final progress report that Cellebrite 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 Cellebrite within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Cellebrite has met all of its obligations under the Agreement.

IV. SIGNATURES

The person signing this Agreement on behalf of Cellebrite personally warrants that he is fully authorized to do so, that Cellebrite has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Cellebrite

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cellebrite Inc., 7 Campus Drive, Suite 210, Parsippany, New Jersey.

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

Marque Teegardin
General Manager, North America
Cellebrite USA, Inc.
7 Campus Drive, Suite 210
Parsippany, NJ 07054-4413

DATE: 04/29/2021

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

Joanne Karayiannidis
District Director
OFCCP - New Jersey District Office

DATE: 05/04/2021

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

Christopher Lemos-Palmarozza
Assistant District Director
OFCCP - New Jersey District Office

DATE: 4/30/21

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

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

Compliance Officer
OFCCP - New Jersey District Office

DATE: 04/30/2021