

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Viasat, Inc.**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Viasat, Inc. (Viasat) establishment located at 1725 Breckinridge Plaza, Duluth, GA 30096, beginning on April 17, 2020. OFCCP found that Viasat failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR Chapter 60-2.

OFCCP notified Viasat of the specific violations and the corrective actions required in a Notice of Violation issued on September 16, 2022.

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 Viasat enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

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

II. General Terms and Conditions

1. In exchange for Viasat's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Viasat violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Viasat'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. Viasat 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 Viasat of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Viasat 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.

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5. Viasat 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 Sybil Shy-Demmons.
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 Viasat submits its final progress report required in Section VIII, below, unless OFCCP notifies Viasat in writing before the expiration date that Viasat 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 Viasat has met all of its obligations under the Agreement.
11. If Viasat violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Viasat a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Viasat 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 Viasat 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 the Viasat, 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. Viasat may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.

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12. Viasat 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.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period March 16, 2018, through December 31, 2019, Viasat, Inc. (Duluth) failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Viasat, Inc. (Duluth) failed to keep general personnel or employment record of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

CORRECTIVE ACTION: Viasat, Inc. (Duluth) will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e) and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Viasat, Inc. (Duluth) has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

2. **VIOLATION:** During the period March 16, 2018, through December 31, 2019, Viasat, Inc. (Duluth) failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Viasat, Inc. (Duluth) failed to execute action-oriented programs to address compensation disparities that the company self-identified during our review period.

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CORRECTIVE ACTION: Viasat, Inc. (Duluth) will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Viasat, Inc. (Duluth) will ensure that the action-oriented programs consist of more than following the same procedures which have previously produced inadequate results, to include but not limited to conducting an evaluation and making the appropriate modifications to its compensation analysis results, processes, and/or practices to ensure there are no gender and race ethnicity-based disparities; along with demonstrating the good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

3. **VIOLATION:** During the period March 16, 2018 through December 31, 2019, Viasat, Inc. (Duluth) failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

CORRECTIVE ACTION: Viasat, Inc. (Duluth) will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Viasat Inc. (Duluth) will monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure the nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained, review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Viasat 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. Viasat will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Viasat Reports.**

Viasat agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the date scheduled:

A. Progress Report 1: Due on April 14, 2023, covering the period of October 1, 2022 through March 31, 2023.

A written statement of the Human Resource Information System (HRIS) Viasat use to maintain and preserve complete and accurate personnel and employment records for

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processes related but not limited to applicant, hiring, and compensation data. The written statement and submission should include but is not limited to the following (a) the name of the HRIS, (b) the HRIS implementation date(s) and any costs associated with purchasing and ensuring the functionality of the system, (c) the official who will have oversight of the HRIS, (d) the personnel who will have access to the HRIS and their responsibility, (e) how the functionality of the HRIS will collect and maintain records for the personnel activities identified above, (f) copies of each function in the HRIS and its purpose, and (g) any limitation identified with the HRIS that will impact Viasat's ability to meet its recordkeeping obligation and perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist.

A copy of the in-depth analyses conducted to evaluate personnel activity related to the compensation system to determine whether they result in disparities in the employment or advancement of minorities and women; and any other area that might impact the success of the affirmative action program. The in-depth analyses should include but is not limited to the following:

- a) the factors Diverse Staffing used to conduct and evaluate the processes identified above; and
- b) the results and resolutions to any findings identified from the analyses conducted to include but not limited to any salary adjustments made due to the results/and or findings of the analysis.

A written statement on how Viasat plans to develop and execute action-oriented programs to address problem areas pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). The written statement should include but is not limited to the following: (a) a statement on how the changes differs from previously used procedures, (b) a statement on how the changes will exemplify the good faith efforts Viasat are required to demonstrate in efforts to remove identified barriers, expand employment opportunities, and produce measurable results, (c) a statement on any changes made to Viasat's compensation system that was different than the process that occurred during the auditing period, (f) a copy of the compensation analysis completed to determine whether pay disparities occurred during the progress monitoring period, and (g) a statement on how the modifications to the Human Resource Information System will improve Viasat's ability to meet its affirmative action obligations that is pursuant to 41 CFR 60-2 Affirmative Action Programs Subpart-B.

Documentation of the internal audit and reporting system Viasat implemented to periodically measure the effectiveness of its total affirmative action program that monitors all personnel activity to include:

- a) Compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- b) the schedule implemented for internal auditing that is designed to ensure equal employment opportunity and organizational objectives are attained; and
- c) a review on the report results conducted with all levels of management; to include advising top management of program effectiveness and recommendations submitted to improve unsatisfactory performance.

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B. Progress Report 2: October 13, 2023, covering the period of April 1, 2023, through September 30, 2023.

Documentation of Viasat additional training conducted with all appropriate parties on the personnel activities listed above, data collection, completing personnel records timely, and maintaining records. The training should occur with officials who are involved in any personnel activity to include but not limited to individuals who process and review information, make decisions and approvals. The training documentation should include but is not limited to the following:

- a) training title, agenda, and dates;
- b) name and job title of the Trainer; and
- c) list of the attendees, their title, signature, and date.

Documentation of the any additional updates made to Viasat's HRIS to include the following:

- a) implementation date(s) and any additional costs associated with purchasing and ensuring the functionality of the system.

Documentation of Viasat current AAP action-oriented programs that were designed to correct any problems pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

Documentation of the in-depth analyses conducted to evaluate personnel activity related to the compensation system to determine whether they result in disparities in the employment or advancement of minorities and women; and any other area that might impact the success of the affirmative action program. The in-depth analyses should include but is not limited to the following: (a) the factors Viasat used to conduct and evaluate the processes identified above and (b) the results and resolutions to any findings identified from the analyses conducted to include but not limited to any salary adjustments made due to the results/and or findings of the analysis.

Documentation of the internal audit and reporting system Viasat implemented to periodically measure the effectiveness of its total affirmative action program that monitors compensation, at all levels to ensure the nondiscriminatory policy is carried out; the schedule implemented for internal auditing that's designed to ensure equal employment opportunity and organizational objectives are attained, a review on the report results conducted with all levels of management; to include advising top management of program effectiveness and recommendations submitted to improve unsatisfactory performance.

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Viasat will submit reports to Compliance Officer, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov or Assistant District Director, Queena Villere at (b) (6), (b) (7)(C)@dol.gov. Viasat 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 Viasat provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Viasat believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Viasat will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Viasat of the FOIA request and provide Viasat an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Viasat, Inc. 1725 Breckinridge Plaza, Duluth, GA 30096.

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

Mark Dankberg
Chairman & Chief Executive Officer
Viasat, Inc.
Duluth, GA

DATE: 2022-09-27

SYBIL SHY DEMMONS Digitally signed by SYBIL SHY
DEMMONS
Date: 2022.09.28 12:52:03 -0400

Sybil Shy-Demmons
District Director–Atlanta
Southeast

DATE: _____

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

Compliance Officer–Atlanta
Southeast