

**Conciliation Agreement Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs and
Shutterstock, Inc.
350 Fifth Avenue
New York, NY 10118-2100
OFCCP Case No. R00303481**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the compliance of Shutterstock, Inc. (hereinafter “Shutterstock”), located at 350 Fifth Avenue, New York, NY, which began on March 31, 2021. OFCCP found that Shutterstock failed to comply with the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Contractor of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on August 25, 2022.

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

II. General Terms and Conditions

1. In exchange for Shutterstock’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Shutterstock 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 Shutterstock’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. Shutterstock 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Shutterstock of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Shutterstock 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, Rubayyi Salaam.
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 Shutterstock submits its final progress report required in Section IV, below, unless OFCCP notifies Shutterstock in writing before the expiration date that Shutterstock 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 Shutterstock has met all of its obligations under the Agreement.
10. If Shutterstock, Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Shutterstock a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Shutterstock 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 Shutterstock 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 Shutterstock, 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 in the Agreement.

- b. Shutterstock may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 and/or other appropriate relief for violating this Agreement.
11. Shutterstock does not admit 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. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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:** Shutterstock's VEVRAA Affirmative Action Plan (AAP) failed to include all the required contents as set forth by 41 CFR 60-300.44. Specifically, Shutterstock submitted its Data Collection Analyses for the period of March 1, 2020, through February 28, 2021, as part of its 2021-2022 Veterans and Individual with Disabilities AAP. However, Shutterstock did not provide OFCCP with the required Data Collection Analyses for the prior covered periods of March 1, 2019, through February 28, 2020, and March 1, 2018, through February 28, 2019.

REMEDY: Shutterstock will document the following on an annual basis:

- (1) The number of applicants who self-identify as protected veterans pursuant to 41 CFR 60-300.42(a), or who are otherwise known as protected veterans;
- (2) The total number of job openings and total number of jobs filled;
- (3) The total number of applicants for all jobs;
- (4) The number of protected veterans hired; and
- (5) The total number of applicants hired.

Shutterstock will document these comparisons on an annual basis and maintain these for a period of three years.

REPORTING: One year from now, Shutterstock will provide documentation on the computations or comparisons pertaining to applicants and hires maintained in accordance with 41 CFR 60-300.44(k).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Shutterstock agrees to retain all records relevant to the violation 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. Shutterstock will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Shutterstock agrees to furnish OFCCP with the following reports during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

- a. Progress Report: Due on March 15, 2024, covering the period of March 1, 2023, through February 28, 2024.

Pursuant to Violation 1, in accordance with 41 CFR 60-300.44(k), Shutterstock will provide documentation of the computations or comparisons pertaining to applicants and hires. The data should include the following:

- i. The number of applicants who self-identify as protected veterans pursuant to 41 CFR 60-300.42(a), or who are otherwise known as protected veterans;
- ii. The total number of job openings and total number of jobs filled
- iii. The total number of applicants for all jobs;
- iv. The number of protected veterans hired.

Shutterstock will submit reports to Compliance Officer (b) (6), (b) (7)(C) OFCCP, 26 Federal Plaza, Room 36-116, New York, NY 10278, and/or email (b) (6), (b) (7)(C)@dol.gov. Shutterstock 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 Shutterstock provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Shutterstock believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Shutterstock will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Shutterstock of the FOIA request and provide

Shutterstock 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 Shutterstock's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Shutterstock in writing within sixty (60) days of the date of the final progress report that Shutterstock 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 Shutterstock within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Shutterstock has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Shutterstock located at 350 Fifth Avenue, New York, NY 10118.

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

General Counsel
Shutterstock, Inc.
350 Fifth Avenue, 21st Floor
New York, NY 10118-2100

DATE: October 31, 2022

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

Rubayyi Salaam
District Director
New York District Office and Caribbean Field Station
OFCCP, Northeast Region

DATE: November 9, 2022

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

Adam Harris
Assistant District Director
New York District Office and Caribbean Field Station
OFCCP, Northeast Region

DATE: November 9, 2022

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

Compliance Officer
New York District Office
OFCCP, Northeast Region

DATE: November 9, 2022