

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
IQVIA Inc.  
100 IMS Drive  
Parsippany, NJ 07054  
OFCCP Case No. R00207600**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) is currently evaluating IQVIA Inc.'s establishment located at 100 IMS Drive Parsippany, NJ 07054 (hereinafter "IQVIA") for compliance with Executive Order 11246, as amended, and its implementing regulations at 41 Code of Federal Regulations ("CFR") Parts 60-1 through 60-3 (collectively, "E.O. 11246" or "Executive Order"). Based on a preliminary analysis, OFCCP is alleging that IQVIA was not in compliance with E.O. 11246.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and IQVIA 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 IQVIA's fulfillment of all obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violation described in Part III if IQVIA violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review IQVIA'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. IQVIA 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 IQVIA of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. IQVIA and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. IQVIA 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 Regional 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 IQVIA submits its final progress report required in Part VIII, below, unless OFCCP notifies IQVIA in writing before the expiration date that IQVIA 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 IQVIA has met all of its obligations under the Agreement.
11. If IQVIA violates this Agreement:
  - a. The procedures at 41 CFR § 60-1.34 will govern:
    - i. OFCCP will send IQVIA a written notice stating the alleged violations and summarizing the supporting evidence.
    - ii. IQVIA 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 IQVIA 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 IQVIA, 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. IQVIA may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by IQVIA of any violation of or noncompliance with the Executive Order, Section 503, VEVRAA or other laws or regulations, there has not been an adjudication on the merits regarding any such alleged violation or noncompliance, and IQVIA denies any such alleged violation or noncompliance.
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 and in the Timeline included as Attachment B 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. Alleged Discrimination Violations**

#### **1. Alleged Sex Discrimination in Hiring**

OFCCP alleges that IQVIA discriminated against female applicants for the Associate Sales Consultant position in violation of E.O. 11246 and its implementing regulations at 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of female applicants for the Associate Sales Consultant position when compared to similarly qualified male applicants during the April 1, 2017 through March 31, 2018 time period, resulting in a shortfall of 12 female hires. OFCCP's analysis revealed IQVIA hired [REDACTED] females ([REDACTED] hire rate) and [REDACTED] males ([REDACTED] hire rate) for the

Associate Sales Consultant position. OFCCP found that this disproportionate hiring pattern is statistically significant at the level of three or more standard deviations.

## 2. Alleged Race Discrimination in Hiring

OFCCP alleges that IQVIA discriminated against Black applicants for the Associate Sales Consultant position in violation of E.O. 11246 and its implementing regulations at 41 CFR § 60-1.4(a)(I). Specifically, OFCCP found statistically significant differences in the hiring rates of Black applicants for the Associate Sales Consultant position when compared to similarly qualified white applicants during the April 1, 2017 through March 31, 2018 time period, resulting in a shortfall of six Black hires. OFCCP's analysis revealed IQVIA hired (b) (7)(E) whites (b) (7)(E) hire rate), and (b) (7)(E) Black (b) (7)(E) hire rate) for the Associate Sales Consultant position. OFCCP found that this disproportionate hiring pattern is statistically significant at the level of (b) (5), (b) (7)(E) standard deviations.

## IV. Financial Remedy

1. **Settlement Fund.** The total Settlement Fund amount is five hundred fifty thousand dollars (\$550,000) and includes \$443,479.24 in gross back pay and \$106,520.76 in interest to resolve specific alleged violations set forth above, allocated as follows:
  - a. **Alleged Violation 1 (Sex Discrimination):** \$295,652.82 in gross back pay and \$71,013.84 in interest.
  - b. **Alleged Violation 2 (Race Discrimination):** \$147,826.41 in gross back pay and \$35,506.93 in interest.
2. **Allocation**
  - a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible class members as explained in this section. Individual shares will include appropriate deductions for each individual's share of taxes and withholdings required by applicable law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
  - b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed in equal shares to all affected class members (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Class Member(s)"). These individuals will be listed on the Final List of Eligible Class Members ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms

- provided in this Agreement. All Eligible Class Members are entitled to their share of the monetary settlement.
- c. **Individual Payment Amounts.** Each Eligible Class Member will receive an equal share of only one of the two respective settlement fund amounts identified in Part IV.1 above depending on their protected class (i.e., female or Black). If an Eligible Class Member is in more than one protected class covered by a Settlement Fund amount (i.e., Black/female), they will receive an equal share of whichever Settlement Fund amount provides for the largest relief for the Eligible Class Member, as determined by OFCCP and communicated to IQVIA in writing.
  - d. **Payments to Eligible Class Members.** OFCCP will provide IQVIA a list of the payment amount for each Eligible Class Members on the Final List by the date set forth on the Timeline. IQVIA, either directly or via a claims administrator working on its behalf, will issue checks or make electronic payments to each Eligible Class Member in the stated amount by the date set forth on the Timeline. IQVIA will provide to OFCCP documentation of all payments made to Eligible Class Members and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, IQVIA, either directly or via a claims administrator working on its behalf, will make a second distribution in equal amounts to all Eligible Class Members who cashed their first check as directed by OFCCP in writing.
  - e. **Tax Payments, Forms and Reporting.** IQVIA will pay IQVIA's share of social security withholdings, and any other tax payments required by law, from additional funds separate from the Settlement Fund. IQVIA shall mail to each Eligible Class Member who actually receives a payment hereunder an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members at the same time that IQVIA issues IRS Forms W-2 and 1099 for payments made in the same tax year as the payment(s) to the Eligible Class Member. No Eligible Class Members will be required to complete a W-4 or W-9 in order to receive payments under this Agreement.

### 3. Notice Process

- a. **OFCCP and IQVIA Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide affected class members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to affected class members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, IQVIA and OFCCP will meet and confer in person, by phone and/or by email on the notice process to determine how best to carry

out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and IQVIA agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** IQVIA will distribute the notice documents contained in Attachment C (the “Notice Documents”) to affected class members identified in Attachment A. The Notice Documents shall consist of a Notice (Attachment C-1), Information Verification Form (Attachment C-2) and Release (Attachment C-3).
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties’ other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail Notice to Affected Class Members.** IQVIA will provide initial notice by regular first-class mail to affected class members. IQVIA will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the most recently updated mailing address for each affected class member in IQVIA’s records, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned to IQVIA with forwarding addresses, IQVIA will re-mail the Notice Documents to the forwarding address within fifteen (15) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to affected class members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **OFCCP Communication with Affected Class Members.** OFCCP may also conduct independent efforts to communicate with affected class members about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- f. **Notice Deadline.** The final deadline for any affected class members to respond to the Notice Documents by providing acceptable executed Information Verification Forms and Releases will be set forth in the Timeline, but shall be no less than 30 days from the date of mailing of the Notice Documents. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from affected class members using information consistent with this Agreement and the Notice Documents and will document all such inquiries and the response. OFCCP will provide contact information for individuals to contact OFCCP regarding this

Agreement. IQVIA will provide OFCCP contact information to any affected class members with questions or concerns.

- h. **Exchange of Information Regarding Affected Class Members.** IQVIA and OFCCP will timely exchange updated contact information regarding affected class members in their possession, where applicable.
- i. **Final List of Eligible Class Members.** The Final List will include all affected class members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility, but will make every effort to negotiate in good faith to resolve any dispute about the Final List. IQVIA will provide to OFCCP any information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, IQVIA will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, IQVIA will provide similar documentation on the second distribution.
- k. **IQVIA's Expenses.** IQVIA will pay all expenses associated with carrying out its duties pursuant to this Section from funds separate and apart from the amount designated in this Agreement for the Settlement Fund.

## V. Additional Individual Relief

1. **Job Opportunities.** IQVIA has provided documentation that all required hires have been made. Therefore, no hiring obligation is required. IQVIA has provided proof that it has hired at least 12 females and 6 Black alleged class members. It has, therefore, already addressed any alleged hiring shortfalls.

## VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. Equal Employment Opportunities. IQVIA will ensure that all employees are afforded equal employment opportunities with respect to IQVIA's policies and practices that affect hiring. IQVIA agrees to continue or to implement the corrective actions detailed below.
2. Evaluation. For the Associate Sales Consultant position, IQVIA will continue to review the results of its hiring practices in Parsippany, NJ. IQVIA will retain records of its hiring

practices at this establishment for the period required by OFCCP's implementing regulations.

3. Implement Improved Policies. IQVIA will review and revise its policies, as necessary, to eliminate all practices that allegedly had an adverse effect on the hiring of Black and female applicants in the Associate Sales Consultant position, based on OFCCP's analysis. IQVIA will also review and revise its procedures, as necessary, to ensure that hiring decisions are tracked and evaluated for compliance with all policies and documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
4. IQVIA Training. Within one hundred twenty (120) days of the Effective Date, IQVIA will train all individuals involved in any way in determining hiring for the Associate Sales Consultant position based on any new and/or revised policies, procedures, and programs developed under Part VI, Paragraph 3 of this Agreement.
5. Self-monitoring/Auditing. IQVIA commits to self-monitor its hiring program for any indication of statistically-significant disparities based on race or gender for applicants in the Associate Sales Consultant position on an annual basis.
6. IQVIA agrees to investigate any complaint or information it receives that may indicate race-based and/or gender-based hiring disparities for the Associate Sales Consultant position.

## **VII. Technical Violations and Remedies**

1. **VIOLATION:** During the period April 1, 2017 through March 31, 2018, OFCCP found that IQVIA failed to perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist as required by 41 CFR § 60-2.17(b). Specifically, OFCCP found that IQVIA failed to evaluate its applicant to hire system to determine whether there were gender, race or ethnicity-based selection disparities applicable to the Associate Sales Consultant position.

**REMEDY:** IQVIA will perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b). Specifically, IQVIA will evaluate its applicant and hiring practices to determine whether and where impediments to equal opportunity exist, including analyzing its personnel activity as part of its in-depth analyses to determine whether gender, race or ethnicity-based selection disparities exist, in accordance with the requirements of 41 CFR § 60-2.17(b).

2. **VIOLATION:** During the period April 1, 2017 through March 31, 2018, OFCCP found that IQVIA 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)(1)-(4). Specifically, OFCCP found that IQVIA failed to identify barriers in the selection process that precluded gender, race and ethnicity applicants from being offered and/or hired for the Associate Sales Consultant position.

**REMEDY:** IQVIA will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, in accordance with 41 CFR § 60-2.17(d)(1)-(4). Specifically, IQVIA will:

- a. 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;
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- c. Review report results with all levels of management; and
- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

### **VIII. OFCCP Monitoring Period and Progress Reports**

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

#### **2. IQVIA Progress Reports.**

a. **Schedule and Instructions for Progress Reports.** IQVIA agrees to furnish OFCCP with the following reports during the monitoring period according to the following schedule:

**Progress Report 1:** Due April 30, 2023 and covering the period April 1, 2022 to March 31, 2023.

**Progress Report 2:** Due April 30, 2024 and covering the period April 1, 2023 to March 31, 2024.

IQVIA will submit the documents and reports below to:

Office of Federal Contract Compliance Programs  
Attn: Joanne Karayiannidis, District Director  
New Jersey District Office  
200 Sheffield Street, Room 102  
Mountainside, NJ 07092  
E-mail: (b) (6), (b) (7)(C) @dol.gov

IQVIA 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 IQVIA provides in accordance with this agreement are customarily kept private or closely-held, and IQVIA believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, IQVIA will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify IQVIA of the FOIA request and provide IQVIA an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the IQVIA extent allowable by law.

- b. **Monetary Payment.** IQVIA will submit documentation of monetary payments to all Eligible Class Members as specified in Part IV. The documentation must include the names of the Eligible Class Member who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. IQVIA must provide OFCCP with copies of all canceled checks upon request
  - c. **Affirmative Action Programs.** In each progress report, IQVIA will submit its Affirmative Action Plan narratives for E.O. 11246, Section 503 and VEVRAA at the Parsippany establishment.
  - d. **Reports on Modifications to Personnel Practices.** In each progress report, IQVIA will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
4. **Closing of Monitoring and Termination of Agreement:** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts IQVIA's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify IQVIA in writing within sixty (60) days of the date of the final progress report that IQVIA 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 IQVIA within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines IQVIA has met all of its obligations under the Agreement.

**IX. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and IQVIA Inc. located at 100 IMS Drive, Parsippany, New Jersey.

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

Eric Sherbet  
President  
IQVIA Inc.  
Parsippany, NJ

DATE: 4/15/22

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

Joanne Karayiannidis  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

DATE: 4/19/2022

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

Diana Sen  
Regional Director  
OFCCP – Northeast Region

DATE: 4/19/2022

**Attachments:**

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents

**Attachment A**

**List of Female and Black Affected Individuals**

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
1.	(b) (6), (b) (7)(C)			32.	(b) (6), (b) (7)(C)		
2.				33.			
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#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
63.	(b) (6), (b) (7)(C)			101.	(b) (6), (b) (7)(C)		
64.				102.			
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66.				104.			
67.				105.			
68.				106.			
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#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
139.	(b) (6), (b) (7)(C)			177.	(b) (6), (b) (7)(C)		
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#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
215.	(b) (6), (b) (7)(C)			253.	(b) (6), (b) (7)(C)		
216.				254.			
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#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
291.	(b) (6), (b) (7)(C)			329.	(b) (6), (b) (7)(C)		
292.	(b) (6), (b) (7)(C)			330.	(b) (6), (b) (7)(C)		
293.	(b) (6), (b) (7)(C)			331.	(b) (6), (b) (7)(C)		
294.	(b) (6), (b) (7)(C)			332.	(b) (6), (b) (7)(C)		
295.	(b) (6), (b) (7)(C)			333.	(b) (6), (b) (7)(C)		
296.	(b) (6), (b) (7)(C)			334.	(b) (6), (b) (7)(C)		
297.	(b) (6), (b) (7)(C)			335.	(b) (6), (b) (7)(C)		
298.	(b) (6), (b) (7)(C)			336.	(b) (6), (b) (7)(C)		
299.	(b) (6), (b) (7)(C)			337.	(b) (6), (b) (7)(C)		
300.	(b) (6), (b) (7)(C)			338.	(b) (6), (b) (7)(C)		
301.	(b) (6), (b) (7)(C)			339.	(b) (6), (b) (7)(C)		
302.	(b) (6), (b) (7)(C)			340.	(b) (6), (b) (7)(C)		
303.	(b) (6), (b) (7)(C)			341.	(b) (6), (b) (7)(C)		
304.	(b) (6), (b) (7)(C)			342.	(b) (6), (b) (7)(C)		
305.	(b) (6), (b) (7)(C)			343.	(b) (6), (b) (7)(C)		
306.	(b) (6), (b) (7)(C)			344.	(b) (6), (b) (7)(C)		
307.	(b) (6), (b) (7)(C)			345.	(b) (6), (b) (7)(C)		
308.	(b) (6), (b) (7)(C)			346.	(b) (6), (b) (7)(C)		
309.	(b) (6), (b) (7)(C)			347.	(b) (6), (b) (7)(C)		
310.	(b) (6), (b) (7)(C)			348.	(b) (6), (b) (7)(C)		
311.	(b) (6), (b) (7)(C)			349.	(b) (6), (b) (7)(C)		
312.	(b) (6), (b) (7)(C)			350.	(b) (6), (b) (7)(C)		
313.	(b) (6), (b) (7)(C)			351.	(b) (6), (b) (7)(C)		
314.	(b) (6), (b) (7)(C)			352.	(b) (6), (b) (7)(C)		
315.	(b) (6), (b) (7)(C)			353.	(b) (6), (b) (7)(C)		
316.	(b) (6), (b) (7)(C)			354.	(b) (6), (b) (7)(C)		
317.	(b) (6), (b) (7)(C)			355.	(b) (6), (b) (7)(C)		
318.	(b) (6), (b) (7)(C)			356.	(b) (6), (b) (7)(C)		
319.	(b) (6), (b) (7)(C)			357.	(b) (6), (b) (7)(C)		
320.	(b) (6), (b) (7)(C)			358.	(b) (6), (b) (7)(C)		
321.	(b) (6), (b) (7)(C)			359.	(b) (6), (b) (7)(C)		
322.	(b) (6), (b) (7)(C)			360.	(b) (6), (b) (7)(C)		
323.	(b) (6), (b) (7)(C)			361.	(b) (6), (b) (7)(C)		
324.	(b) (6), (b) (7)(C)			362.	(b) (6), (b) (7)(C)		
325.	(b) (6), (b) (7)(C)			363.	(b) (6), (b) (7)(C)		
326.	(b) (6), (b) (7)(C)			364.	(b) (6), (b) (7)(C)		
327.	(b) (6), (b) (7)(C)			365.	(b) (6), (b) (7)(C)		
328.	(b) (6), (b) (7)(C)			366.	(b) (6), (b) (7)(C)		

IQVIA Inc. - Parsippany, NJ  
 Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
367.	(b) (6), (b) (7)(C)			405.	(b) (6), (b) (7)(C)		
368.				406.			
369.				407.			
370.				408.			
371.				409.			
372.				410.			
373.				411.			
374.				412.			
375.				413.			
376.				414.			
377.				415.			
378.				416.			
379.				417.			
380.				418.			
381.				419.			
382.				420.			
383.				421.			
384.				422.			
385.				423.			
386.				424.			
387.				425.			
388.				426.			
389.				427.			
390.				428.			
391.				429.			
392.				430.			
393.				431.			
394.				432.			
395.				433.			
396.				434.			
397.				435.			
398.				436.			
399.				437.			
400.				438.			
401.				439.			
402.				440.			
403.				441.			
404.				442.			

IQVIA Inc. - Parsippany, NJ  
Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
443.	(b) (6), (b) (7)(C)			480.	(b) (6), (b) (7)(C)		
444.				481.			
445.				482.			
446.				483.			
447.				484.			
448.				485.			
449.				486.			
450.				487.			
451.				488.			
452.				489.			
453.				490.			
454.				491.			
455.				492.			
456.				493.			
457.				494.			
458.				495.			
459.				496.			
460.				497.			
461.				498.			
462.				499.			
463.				500.			
464.				501.			
465.				502.			
466.				503.			
467.				504.			
468.				505.			
469.				506.			
470.				507.			
471.				508.			
472.				509.			
473.				510.			
474.				511.			
475.				512.			
476.				513.			
477.				514.			
478.				515.			
479.				516.			

IQVIA Inc. - Parsippany, NJ  
 Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
517.	<b>(b) (6), (b) (7)(C)</b>			554.	<b>(b) (6), (b) (7)(C)</b>		
518.							
519.							
520.							
521.							
522.							
523.							
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525.							
526.							
527.							
528.							
529.							
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531.							
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540.							
541.							
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553.							

IQVIA Inc. - Parsippany, NJ  
Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
591.	(b) (6), (b) (7)(C)			628.	(b) (6), (b) (7)(C)		
592.	(b) (6), (b) (7)(C)			629.	(b) (6), (b) (7)(C)		
593.				630.			
594.				631.			
595.				632.			
596.				633.			
597.				634.			
598.				635.			
599.				636.			
600.				637.			
601.				638.			
602.				639.			
603.				640.			
604.				641.			
605.				642.			
606.				643.			
607.				644.			
608.				645.			
609.				646.			
610.				647.			
611.				648.			
612.				649.			
613.				650.			
614.				651.			
615.				652.			
616.				653.			
617.				654.			
618.				655.			
619.				656.			
620.				657.			
621.				658.			
622.				659.			
623.				660.			
624.				661.			
625.				662.			
626.				663.			
627.				664.			

IQVIA Inc. - Parsippany, NJ  
 Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
665.	(b) (6), (b) (7)(C)			703.	(b) (6), (b) (7)(C)		
666.				704.			
667.				705.			
668.				706.			
669.				707.			
670.				708.			
671.				709.			
672.				710.			
673.				711.			
674.				712.			
675.				713.			
676.				714.			
677.				715.			
678.				716.			
679.				717.			
680.				718.			
681.				719.			
682.				720.			
683.				721.			
684.				722.			
685.				723.			
686.				724.			
687.				725.			
688.				726.			
689.				727.			
690.				728.			
691.				729.			
692.				730.			
693.				731.			
694.				732.			
695.				733.			
696.				734.			
697.				735.			
698.				736.			
699.				737.			
700.				738.			
701.				739.			
702.				740.			

IQVIA Inc. - Parsippany, NJ  
 Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
741.	<b>(b) (6), (b) (7)(C)</b>			779.	<b>(b) (6), (b) (7)(C)</b>		
742.				780.			
743.				781.			
744.				782.			
745.				783.			
746.				784.			
747.				785.			
748.				786.			
749.				787.			
750.				788.			
751.				789.			
752.				790.			
753.				791.			
754.				792.			
755.				793.			
756.				794.			
757.				795.			
758.				796.			
759.				797.			
760.				798.			
761.				799.			
762.				800.			
763.				801.			
764.				802.			
765.				803.			
766.				804.			
767.				805.			
768.				806.			
769.	807.						
770.	808.						
771.	809.						
772.	810.						
773.	811.						
774.	812.						
775.	813.						
776.	814.						
777.	815.						
778.	816.						

IQVIA Inc. - Parsippany, NJ  
Conciliation Agreement

#	Candidate Id	Last Name	First Name	#	Candidate Id.	Last Name	First Name
817.	(b) (6), (b) (7)(C)			855.	(b) (6), (b) (7)(C)		
818.				856.			
819.				857.			
820.				858.			
821.				859.			
822.				860.			
823.				861.			
824.				862.			
825.				863.			
826.				864.			
827.				865.			
828.				866.			
829.				867.			
830.				868.			
831.				869.			
832.				870.			
833.				871.			
834.				872.			
835.				873.			
836.				874.			
837.				875.			
838.				876.			
839.				877.			
840.				878.			
841.				879.			
842.				880.			
843.				881.			
844.				882.			
845.				883.			
846.				884.			
847.				885.			
848.				886.			
849.				887.			
850.				888.			
851.				889.			
852.				890.			
853.				891.			
854.				892.			

IQVIA Inc. - Parsippany, NJ  
 Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
893.	(b) (6), (b) (7)(C)			931.	(b) (6), (b) (7)(C)		
894.				932.			
895.				933.			
896.				934.			
897.				935.			
898.				936.			
899.				937.			
900.				938.			
901.				939.			
902.				940.			
903.				941.			
904.				942.			
905.				943.			
906.				944.			
907.				945.			
908.				946.			
909.				947.			
910.				948.			
911.				949.			
912.				950.			
913.				951.			
914.				952.			
915.				953.			
916.				954.			
917.				955.			
918.				956.			
919.				957.			
920.				958.			
921.				959.			
922.				960.			
923.				961.			
924.				962.			
925.				963.			
926.				964.			
927.				965.			
928.				966.			
929.				967.			
930.				968.			

IQVIA Inc. - Parsippany, NJ  
Conciliation Agreement

#	Candidate Id.	Last Name	First Name	#	Candidate Id.	Last Name	First Name
969.	(b) (6), (b) (7)(C)			977.	(b) (6), (b) (7)(C)		
970.				978.			
971.				979.			
972.				980.			
973.				981.			
974.				982.			
975.				983.			
976.				984.			

**Attachment B**

**Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
IQVIA mails Notice Documents (First Mailing)	30 Days from Effective Date
IQVIA provides OFCCP with a list of affected applicants who did not timely return a completed and executed Release, including undeliverable mailings	75 Days from Effective Date
OFCCP provides IQVIA with updated addresses for affected applicants	100 Days From Effective Date
IQVIA sends second notice to affected applicants to determine eligibility	115 Days from Effective Date
IQVIA provides OFCCP with documentation of second mailing	130 Days form Effective Date
The final deadline for any affected applicant to respond to the notice	165 Days from Effective Date
IQVIA submits the Final List of Eligible Class Members and copies of any incomplete and/or unacceptable forms	180 Days from Effective Date
The Parties meet to establish the Final List of Eligible Class Members	195 Days from Effective Date
OFCCP provides IQVIA a list of the payment amount for the Eligible Class Members in the Final List	200 Days from Effective Date
IQVIA disburses monetary settlement payments to Eligible Class Members	210 Days from Effective Date
IQVIA provides OFCCP with notification of disbursement of monetary settlement	215 Days from Effective Date
IQVIA provides OFCCP with documentation of all payments made and any payments returned undelivered or any checks not cashed	240 Days from Effective Date
IQVIA issues second distribution, if applicable, of checks to Eligible Class Members who cashed their first check	290 Days from Effective Date
IQVIA provides OFCCP with notification of the second check distributed to the Eligible Class Members who cashed their first check	295 Days from Effective Date

**Attachment C-1 - Notice**

**Notice to Affected Class  
[IQVIA Letterhead]**

Dear [name]:

IQVIA Inc. (“IQVIA”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of IQVIA’s facility at 100 IMS Drive, Parsippany, NJ. OFCCP’s preliminary analysis showed that during the review period of April 1, 2017 through March 31, 2018, IQVIA discriminated against female and Black applicants in hiring for the Associate Sales Consultant position. IQVIA does not admit those claims, and there has not been any adjudicated finding that IQVIA violated any laws. OFCCP and IQVIA entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who applied for the Associate Sales Consultant position during the review period. Under the Agreement, you may be eligible to receive a payment of at least [insert individual monetary award amount] (less deductions required by law). Under the terms of the Agreement it may take up to 8 months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Form. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your completed and signed Information Verification Form and Release of Claims Form must be postmarked by [insert date by which class members must respond (“30 days from the date of mailing of the Notice Documents”).**

[Name]  
[Position]  
IQVIA  
[Address]

*[This section may identify a claims administrator working on behalf of IQVIA]*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form. If you have any questions you may contact [name] at IQVIA at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (908) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) @dol.gov. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO IQVIA BY [insert date by which class members must respond (“30 days from the date of mailing of the Notice Documents”)], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,  
[Name]

Enclosures: Information Verification Form  
Release of Claims Form

**Attachment C-2**

**Information Verification Form**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between IQVIA Inc. and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number or Tax Identification Number (to be used for tax purposes only):

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Telephone Numbers:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email Address: \_\_\_\_\_

Notify IQVIA Inc. [this may include reference to a claims administrator working on behalf of IQVIA] at the address below if your address, email address, or phone number changes within the next twelve (12) months.

[Insert Contact Information & Address]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO IQVIA AT THE ADDRESS BELOW BY [DATE CLASS MEMBERS MUST RESPOND (“30 days from the date of mailing of the Notice Documents”), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

*[Name]*  
*[Address]*

I, (print name) \_\_\_\_\_, certify the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C-3 Release Form**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.*

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. The document states that in return for IQVIA Inc. (“IQVIA”) paying you money, you agree that you will not file any lawsuit against IQVIA for alleged hiring discrimination under Executive Order 11246. It also says that IQVIA does not admit it violated any laws enforced by the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$[insert individual monetary award amount] (less adjustments required by law) by IQVIA to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

**I.**

I hereby release IQVIA, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to IQVIA’s hiring practices on the basis of my race or gender at any time prior to the date of my signature on this Release. By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to IQVIA’s hiring practices through the Effective Date of this Release.

**II.**

I understand that IQVIA denies that it treated me unlawfully or unfairly in any way and that IQVIA entered into a Conciliation Agreement with the OFCCP and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by IQVIA to me is not to be construed as an admission of any liability by IQVIA.

**III.**

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to IQVIA by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from IQVIA.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date