

CONCILIATION AGREEMENT
Between
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
CHEMONICS INTERNATIONAL, INC.
1717 H STREET, N.W., SUITE 1
WASHINGTON, DC 20006

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Chemonics International, Inc.’s (“Chemonics”) facility located at 1717 H Street, N.W., Suite 1, Washington, DC 20006 and found that Chemonics was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Parts 60-1, 60-2, and 60-3. OFCCP notified Chemonics of the specific violations found and the corrective actions required in a Notice of Violations issued on November 6, 2015 and a Show Cause Notice issued on July 8, 2016. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Chemonics enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Chemonics’ fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the 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 violations described in Part III if Chemonics violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Chemonics agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Chemonics will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Chemonics understands that nothing in this Agreement relieves Chemonics 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, and other applicable equal employment laws.

4. Chemonics promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Chemonics submits the final progress report required in Part IV, below, unless OFCCP notifies Chemonics in writing prior to the expiration date that Chemonics has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Chemonics has met all of its obligations under the Agreement.
10. If Chemonics violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Chemonics violated any term of the Agreement while it was in effect, OFCCP will send Chemonics a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Chemonics will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Chemonics 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. Chemonics may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Chemonics of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Chemonics violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **ALLEGED VIOLATION:** Beginning January 1, 2011, Chemonics discriminated against African-American applicants on the basis of their race in hiring for Associate A positions within the Regional Business Unit (RBU), in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 C.F.R. Part 60-3. Specifically, during the period January 1, 2011 through December 31, 2011, Chemonics failed to apply its selection criteria uniformly for all applicants, which resulted in a statistically significant difference in the rates at which African-Americans were hired into Associate A positions within the RBU. This difference resulted in a shortfall in hiring of nine (9) African-American applicants, with a statistical significance of (b) (7)(E) standard deviations. OFCCP's investigation uncovered significant statistical indicators in three stages of Chemonics' selection process: the Pre-Screen, Phone Screen and Panel Interview.

REMEDY: Chemonics agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of African-American applicants for Associate A positions. Chemonics agrees to implement the corrective actions detailed below.

- A. **Notice.** Within thirty (30) calendar days of the Effective Date of this Agreement, Chemonics must notify the African-American applicants listed in Attachment A ("Class Members") of the terms of this Agreement by mailing by certified mail, return-receipt requested, to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims under Executive Order 11246 (Attachment D, "Release of Claims"), and a postage paid return envelope. OFCCP will provide addresses for the class members. Within sixty (60) calendar days of the Effective Date of this Agreement, Chemonics will provide OFCCP with a list of the individuals in the affected class whose letters were undeliverable, who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to Chemonics within fifteen (15) days of receiving the list from Chemonics. Chemonics agrees to mail by certified mail, return-receipt requested, a second Notice, Interest Form, Release of Claims, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

As of the execution of this Agreement, Chemonics has hired one (1) Class Member into an (b) (7)(C) position paying (b) (7)(C) the salary of (b) (7)(C). Chemonics has been given credit for this one hire against the shortfall. Chemonics is required to hire eight (8) additional members of the Class who are identified in Attachment A, as described in Part III.1.D below.

- B. Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form and Release of Claims to Chemonics within 150 calendar days of the Effective Date of this Agreement (“Eligible Class Members”) will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Interest Form and Release of Claims to Chemonics within 150 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 165 calendar days of the Effective Date of this Agreement, Chemonics will provide OFCCP with a list of the Eligible Class Members, along with a copy of each executed set of Forms it received. Within 180 calendar days of the Effective Date of this Agreement, OFCCP will approve the final list of Eligible Class Members or discuss with Chemonics any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Chemonics.

- C. Monetary Settlement. Chemonics agrees to distribute \$482,243.85 (\$375,172.14 in back pay, \$43,071.71 in interest, and \$64,000 in signing bonuses as referenced in Part III.1.D), less legal deductions required by law from back pay and the signing bonus (such as federal, state and/ or local taxes and the Eligible Class Members’ share of FICA taxes), as described below. The back pay and interest will be distributed in equal shares among all Class Members. Chemonics will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing the back pay and signing bonus (if applicable) and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed by Chemonics in the time required by law. Chemonics will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within ten (10) calendar days of Chemonics’ receipt of a check to an Eligible Class Member returned as undeliverable, Chemonics will notify OFCCP of this fact via e-mail sent to District Director Tom G. Wells (b) (7)(C) and Assistant District Director Tanya R. Bennett (b) (7)(C). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Chemonics will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. 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 and undistributed funds, Chemonics will make a second distribution to all Eligible Class Members who cashed their first check if the total amount of uncashed and undistributed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of uncashed and undistributed funds would result in a payment of less than \$30.00 to each located Eligible Class member, Chemonics will use those uncashed and undistributed funds to provide training in equal employment

opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process as described in Part III.1.E.4 below.

- D. Employment. As Manager A and Manager B positions become available, Chemonics will make job offers to qualified Eligible Class Members not currently employed by Chemonics who express an interest in employment with Chemonics until eight (8) Eligible Class Members are hired into Manager A or Manager B positions. If there are not eight (8) Eligible Class Members who expressed an interest in employment with Chemonics who are qualified for available Manager A or Manager B positions, Chemonics will make job offers for available Associate A or Associate B positions to qualified Eligible Class Members who are not employed by Chemonics who express an interest in employment at Chemonics until eight (8) Eligible Class Members are hired into Manager A, Manager B, Associate A, or Associate B positions, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Until such time, qualified Eligible Class Members will have priority over all other candidates for hire into these positions. As vacancies occur in the Manager A, Manager B, Associate A, or Associate B job titles, qualified Eligible Class Members will be contacted by Chemonics by certified mail, return receipt requested, with a written job offer. Class members will receive a signing bonus of \$8,000, for a total of \$64,000. If Chemonics is not able to hire eight (8) Eligible Class Members into Manager A, Manager B, Associate A, or Associate B positions before the class member checks are mailed, or to exhaust the list of Eligible Class Members expressing an interest in employment within eighteen (18) months of the Effective Date of this Agreement, the undistributed signing bonuses must be distributed equally to all Eligible Class Members as part of the back pay payment.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Chemonics. The Eligible Class Members hired into Manager A, Manager B, Associate A, and Associate B positions pursuant to this Agreement must be paid at least the average current salary for these positions, and must be provided with the same benefits as other employees in the same positions.

E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: Chemonics agrees to immediately cease use of selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 3.4D, against African-Americans until they are validated in accordance with 41 C.F.R. Part 60-3. Chemonics agrees to comply with all OFCCP regulations concerning selection procedures including 41 C.F.R. Part 60-3. Chemonics will not use any selection procedure that has an adverse impact on applicants of a particular race unless it properly validates the selection procedure pursuant to these regulations.
- 2) Review and Revisions Required: Chemonics will revise, in writing, the practices, policies, and procedures it uses to select applicants for Associate A positions (hereinafter "Revised Hiring Process"). Specifically, Chemonics will:

- a) create a selection process for Associate A positions which describe the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - c) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: Chemonics will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Chemonics will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
 - 4) Training: Within 120 calendar days of the Effective Date of this Agreement, Chemonics must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Associate A positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Chemonics will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that African-American applicants, who benefit from the provisions of this agreement, are not retaliated against.
 - 5) Monitoring: Chemonics agrees to monitor selection rates at each step of its selection process for Associate A positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, Chemonics will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. Chemonics agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Associate A positions at the Washington, D.C. facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.
2. ALLEGED VIOLATION: Beginning January 1, 2011, Chemonics failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurred later, in violation of 41 C.F.R. § 60-1.12. Specifically, between January 1, 2011 and December 31, 2011, Chemonics failed to preserve all copies of records pertaining to the selection process,

including screening notes, interview notes, and interview sheets for all applicants for the Associate A job group in the RBU.

REMEDY: Effective immediately, Chemonics will preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 C.F.R. § 60-1.12. Such records include, but are not necessarily limited to, records pertaining to hiring, applications, resumes, and any and all expressions of interest through the Internet or related electronic data technologies as to which the contractor considered the individual for a particular position, records regarding the selection process, and the identification of gender, race, and ethnicity of each employee and of each applicant or Internet Applicant as defined in 41 C.F.R. § 60-1.3, records relating to the analyses of adverse impact as defined in 41 C.F.R. Part 60-3, in addition to screening notes, interview notes/questionnaires, interview sheets, background checks, drug screens, and any employment tests for all job groups. Additionally, Chemonics will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step of the hiring process.

3. **ALLEGED VIOLATION:** Beginning January 1, 2011, Chemonics failed to maintain and have available for inspection records or other information which would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnic group, as set forth in 41 C.F.R. § 60-3.4(B) and (C), and as required by 41 C.F.R. § 60-3.4. Specifically, between January 1, 2011 and December 31, 2011, Chemonics failed to maintain and have available for inspection records or other information for the Associate A position in the RBU which would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnic group.

REMEDY: Within thirty (30) days of the effective date of this Agreement, Chemonics will have available for inspection records or other information for its Associate A job group that will disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. § 60-3.4. Chemonics will retain all information received and generated as a result of the processing of all Associate A job applicants in the RBU. Chemonics will maintain records in order to conduct adverse impact analyses on an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities.

4. **ALLEGED VIOLATION:** Beginning January 1, 2011, Chemonics failed to develop and implement an auditing system that periodically measures the effectiveness of the total affirmative action program, as required by 41 C.F.R. § 60-2.17(d). Specifically, between January 1, 2011 and December 31, 2011, Chemonics failed to design and implement an internal audit and reporting system to monitor all aspects of personnel activity.

REMEDY: Within thirty (30) days of the effective date of this Agreement, Chemonics will develop and implement an effective auditing system that periodically measures the

effectiveness of its total affirmative action program. Chemonics must: (1) monitor records of all personnel, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out; (2) require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; (3) review report results with all levels of management; and (4) advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

PART IV. REPORTS REQUIRED

In order for OFCCP to monitor Chemonics' progress toward fulfilling the provisions of this Agreement, Chemonics shall submit the specific reports identified below.

Chemonics shall send each report to:

Tom G. Wells
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Baltimore District Office
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201

The first report shall be due on or before November 14, 2016 and will include:

1. Copies of the Notices, Interest Form, and Release of Claims (Attachments B, C, and D) sent to all Class Members.

The second report shall be due on or before May 30, 2017 and will include:

1. Documentation of monetary payments to the Eligible Class Members as specified in Part III.1.C above. The documentation must include the names of the Eligible Class Members who were paid, the number and amount of the check, and the date the check cleared the bank. Chemonics must provide OFCCP with copies of all canceled checks upon request.
2. All resumes returned by Eligible Class Members.
3. Documentation of all Eligible Class Members hired in accordance with Part III.1.D above. The documentation must include copies of job offer letters and evidence from Chemonics human resources information system (HRIS) showing the name, job title, date of hire, seniority date, and starting salary for each Eligible Class Member hired.
4. For Eligible Class Members who were considered for employment but were not hired, Chemonics will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer, withdrew, required visa sponsorship, copies of the resume of the selected candidate, etc.).

5. A copy of the Revised Hiring Process described in Part III.1.E above.
6. Evidence of the training provided to all individuals involved in any way in recruiting, selecting, or tracking applicants for Associate A, RBU positions on the Revised Hiring Process, including agendas and sign-in sheets from the training sessions.
7. The list of hires for Manager A, Manager B, Associate A, and Associate B positions, and, where the hire was not a class member, an explanation of why no class member was qualified for the position along with the resume of the hire.

The third progress report will be due on January 31, 2018 and will cover the period from January 1, 2017 through December 31, 2017.

1. Documentation of monetary payments to any additional Eligible Class Members during the reporting period, as specified in Part III.1.C above. The documentation must include the names of the Eligible Class Members who were paid, the number and amount of the check, and the date the check cleared the bank. Chemonics must provide OFCCP with copies of all canceled checks upon request.
2. Documentation of any additional Eligible Class Members hired during the reporting period in accordance with Part III.1.D above. The documentation must include copies of job offer letters and evidence from Chemonics human resources information system (HRIS) showing the name, job title, date of hire, and starting salary for each Eligible Class Member hired.
3. For Eligible Class Members who were considered for employment but were not hired, Chemonics will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer). (e.g., documentation that the Eligible Class Member declined a job offer, withdrew, required visa sponsorship, copies of the resume of the selected candidate, etc.).
4. Information on hiring activity for the Associate A job title during the reporting period, including an applicant flow/hire log to include applicant name, gender, race and ethnicity, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any African-American applicants (if applicable).
5. The results of the impact ratio analysis for the Associate A job title within the Chemonics RBU—specifically, a copy of Chemonics' adverse impact calculations for race conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Chemonics will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact.
6. Documentation demonstrating that Chemonics developed and implemented an auditing system to measure the effectiveness of its total Affirmative Action Program (AAP).
7. Evidence that Chemonics has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

8. The list of hires for Manager A, Manager B, Associate A, and Associate B positions, and, where the hire was not a class member, an explanation of why no class member was qualified for the position along with the resume of the hire.

Chemonics will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Chemonics International, Inc.

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

SUSANNA MUDGE
President & Chief Executive Officer
Chemonics International, Inc.

Date: 9/30/16

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/30/16

**ATTACHMENT A
CLASS MEMBERS**

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

(b) (7) (C)

(b) (7) (C)

(b) (7) (C)

**ATTACHMENT B
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

We are writing to you with regard to your application for employment with Chemonics International, Inc., located at 1717 H Street, N.W., Suite 1 in Washington, DC ("Chemonics"). Your application was submitted during the period of January 1, 2011 through December 31, 2011 for an Associate A, RBU position. The Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") and Chemonics have entered into an Agreement in which Chemonics agreed to certain monetary payments for individuals who submitted a job application during the period of time in question to resolve alleged hiring disparities. You are eligible to receive a payment even if you are not currently interested in employment at Chemonics.

As part of this Agreement, you are eligible to receive a distribution of at least \$3,372.93 less lawful payroll deductions. Under the terms of this Agreement it may take up to eight (8) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246. You should complete and mail back both forms as soon as possible; they *must* be postmarked to the address below no later than February 27, 2017 for you to be entitled to participate in this settlement:

Ms. Elizabeth Harraka
Seyfarth Shaw LLP
975 F Street, N.W.
Washington, DC 20004

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246.

In addition to the monetary distribution, Chemonics will be making job offers for Management A, Management B, Associate A, and Associate B positions to a limited number of individuals receiving this notification. Individuals who accept this job offer will be entitled to an \$8,000 signing bonus. It is not certain that you will receive a job offer. If you are still interested in employment with Chemonics, please check the appropriate box on the enclosed Information Verification and Employment Interest Form and include a current copy of your resume. If you have any questions you may call Elizabeth Harraka at (202) 828-3569, or OFCCP at (844) 438-0272. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO CHEMONICS ON OR BEFORE FEBRUARY 27, 2017, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form

Release of Claims Under Executive Order 11246

**ATTACHMENT C
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Chemonics International, Inc. (“Chemonics”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Chemonics at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a Management A, Management B, Associate A, or Associate B position with Chemonics. If you complete, sign, and return this Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am still interested in employment with Chemonics in a Management A, Management B, Associate A, or Associate B position.
- No, I am not currently interested in employment with Chemonics in a Management A, Management B, Associate A, or Associate B position.

If you select “Yes,” please include a copy of your current resume with your completed forms. Chemonics will then contact you if there is an available position for which you are qualified.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW ON OR BEFORE FEBRUARY 27, 2017, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Ms. Elizabeth Harraka
Seyfarth Shaw LLP
975 F Street, N.W.

Washington, DC 20004

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

Signature

Date

ATTACHMENT D
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (“Release”) is a legal document. This document states that in return for Chemonics International, Inc. (“Chemonics”) paying you money, you agree that you will not file any lawsuit against Chemonics for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Associate A positions. It also says that Chemonics does not admit it violated any laws. 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 the payment of at least \$3,372.93 (less deductions required by law) by Chemonics to me, which I agree is acceptable, I _____ agree to the following: (print name)

I.

I hereby waive, release and forever discharge Chemonics, 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 in any way to my non-selection for employment as an Associate A on the basis of my race at any time through the effective date of this Release.

II.

I understand that Chemonics denies that it treated me unlawfully or unfairly in any way and that Chemonics entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 26, 2012. I further agree that the payment of the aforesaid sum by Chemonics to me is not to be construed as an admission of any liability by Chemonics.

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 Chemonics on or before February 27, 2017, I will not be entitled to receive any payment (less deductions required by law) from Chemonics.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature