



CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
COVANCE CLINICAL DEVELOPMENT (COVANCE INC.)  
210 CARNEGIE CTR.  
PRINCETON, NJ 08540  
OFCCP CASE NO. R00184112

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Covance Clinical Development's (Covance Inc.'s) facility located at 210 Carnegie Ctr., Princeton, NJ 08504 (hereinafter Covance) and found that Covance was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1 - 60-3. OFCCP notified Covance of the specific violations found and the corrective actions required in a Notice of Violation issued on September 30, 2015. 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 Covance enter this Conciliation Agreement and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Covance's 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 violation 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 violation described in Part III if Covance violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Covance 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. Covance will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested, including those specified in this Agreement.

3. Covance understands that nothing in this Agreement relieves Covance 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"), and their implementing regulations, or other equal employment opportunity laws.
4. Covance 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 Northeast 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 Covance submits the final progress report required in Part IV (C), below, unless OFCCP notifies Covance in writing prior to the expiration date that Covance has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Covance has met all of its obligations under the Agreement.
10. If Covance violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Covance violated any term of the Agreement while it was in effect, OFCCP will send Covance a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Covance will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Covance 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. Covance 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 Covance of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Covance violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

- A. During a compliance review of Covance, the OFCCP found that Covance was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 601.4(a)(1). The OFCCP analyzed Covance's hiring process and selection procedures during the period of May 1, 2012 through April 30, 2013. It is the OFCCP's position that Covance discriminated against Black applicants for the Associate GSS position. OFCCP found that there was a statistically significant disparity in the hiring of Blacks for the Associate Global Site Service (GSS) position based on race/ethnicity.
  - B. OFCCP's analysis of the applicant and hiring data demonstrated that Covance's selection process had an adverse impact on the hiring of Black applicants for the Associate GSS position. Specifically, for the Associate GSS position, OFCCP found that during the period May 1, 2012 through April 30, 2013, there was a statistically significant disparity in the hiring of Blacks for the Associate GSS position based on race/ethnicity.
  - C. Covance specifically denies that its selection process had an adverse impact on the hiring of Black applicants and that it rejected and/or did not hire those Black applicants for legitimate business related reasons. However, in the interest of resolving the dispute between the OFCCP and Covance, Covance will agree to the terms of this Agreement.
- D. **REMEDY FOR AFFECTED CLASS**
- 1) **Notice.** Within sixty (60) calendar days of the Effective Date of this Agreement, Covance must send the notice in Attachment A to the 17 Black applicants listed on Attachment A (hereinafter "List") of the terms of this Agreement by mailing by certified mail and first class mail 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"), a completed W-4 form (Attachment E), and a postage paid return envelope. Covance will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, Covance will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release. OFCCP will then attempt to obtain and provide updated addresses to Covance within fifteen (15) days of receiving the list from Covance. Covance agrees to mail by certified mail and first class mail a second Notice, Interest Form, Release, W-4 form, and postage paid return envelope to all individuals for whom updated addresses were obtained with fifteen (15) days of receiving the updated addresses.

- 2) Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form to Covance within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to Covance within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement or for consideration for employment.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, Covance will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Covance any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their proportionate share of the monetary settlement.

- 3) Monetary Settlement. Covance agrees to distribute a total of \$195,000.00 (back pay in the amount of \$182,305.50 plus interest in the amount of \$12,694.50) to Black applicants, less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Covance 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 back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the same time as all other W-2 earnings and 1099 are sent to other employees. Covance 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 Covance's receipt of a check to an Eligible Class Member returned as undeliverable, Covance will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(E) at (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, Covance will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Covance will have sixty (60) days to deposit the monies with the State of New Jersey, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the eligible affected class members.

- 4) Employment. As Associate GSS positions become available, Covance will consider qualified Black applicants (including the 17 Class Members in Attachment A who express an interest in being considered for employment with Covance) (collectively, "Eligible Applicants") until two (2) Eligible Applicants are hired into Associate GSS positions. Covance must initiate its hiring of Eligible Applicants within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If Covance is not able to hire two (2) Eligible Applicants into the Associate GSS position within two years, OFCCP may extend the term of this Agreement for up to nine (9) months or until Covance satisfies its hiring requirement(s), whichever occurs first.

The criteria for selecting or rejecting any Eligible Applicant will be the same as those used by Covance during the review period. The individuals hired will be allowed at least two weeks to report for work after receiving a written job offer from Covance. The Eligible Applicants hired into Associate GSS position pursuant to this Agreement must be paid at the current wage rate for the Associate GSS position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Associate GSS employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date, and all future benefits will be retroactive to the seniority date.

- 5) Contractor Expenses. Covance agrees to pay all expenses associated with carrying out its duties pursuant to this Agreement from funds separate and apart from the amount designated in this Agreement for Settlement.

#### **E. NON-MONETARY REMEDIES**

Covance will ensure that all applicants are afforded equal employment opportunities. Covance agrees that its selection procedures, practices, and/or policies for Associate GSS positions will be job-related, consistent with business necessity, and uniformly applied

without regard to race/ethnicity. Covance agrees to continue and/or to implement the corrective actions detailed below.

1) Hiring Process

(a) Eliminate Discriminatory Selection Procedures:

Covance agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.

Covance will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on Black applicants, unless it properly validates the procedure pursuant to these regulations.

(b) Review and Revisions Required: Covance will revise, as needed, in writing, the practices, policies and procedures it uses to select applicants for Associate GSS position (hereinafter "Hiring Process"). Specifically, Covance will:

(i) Review and revise, as needed, Covance's selection process for the Associate GSS position, including the criteria used in each step of the hiring process, any application screens, interviews, tests, credit checks, review of criminal history, reference checks, post-offer screenings, or other selection procedure;

(ii) Review current job description which describes the essential job functions, specific, job-related qualification standards for Associate GSS position, including required skills, certifications, that reflect the duties, functions, and competencies of the position to ensure that they are accurate and to minimize the potential for gender and race/ethnicity stereotyping or other unlawful discrimination;

(iii) Ensure all policies and qualification standards are uniformly applied to all applicants; and

(iv) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: Covance will write and implement procedures to ensure that applicants are tracked and decisions are accurately documented at each step in the hiring process. Covance 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.

(d) Training: Within five (5) months of the Effective Date of this Agreement, Covance must train all personnel involved in any way in recruiting, selecting, or tracking applicants for Associate GSS position on the 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. Covance will meet with management and all personnel responsible for the Associate GSS selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Eligible Applicants, who benefit from the provisions of this Agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.

- (e) Monitoring: Covance agrees to monitor selection rates for the Associate GSS position. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Covance will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP") codified at 41 C.F.R. Part 60-3. Covance agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Associate GSS at the Princeton, NJ facility. This includes the number of persons hired by gender, race and ethnicity, the number of applicants by gender, race and ethnicity who participated in, and advanced to each step in the selection procedures utilized, and the number of persons hired by gender, race and ethnicity. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## **2. Clinical Project Administrator**

- (a) During the period May 1, 2012 through April 30, 2013, it is the OFCCP's position that Covance failed to afford equal employment opportunity to Black applicants who qualified for the Clinical Project Administrator (CPA) position. Specifically, for the period from May 1, 2012 through April 3, 2013, Covance hired (b) (7) (E) Black applicants (b) (7) (E) into the CPA Position.
- (b) Covance specifically denies that its selection process had an adverse impact on the hiring of Black applicants and that it rejected and/or did not hire those Black applicants for legitimate business related reasons. However, in the interest of resolving the dispute between the OFCCP and Covance, Covance will agree to the terms of this Agreement.
- (c) REMEDY: Within five (5) months of the Effective Date of this Agreement, Covance must train all personnel involved in any way in recruiting, selecting, hiring, or tracking applicants for the CPA position. 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. Covance will meet with management and all personnel responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring.

### **3. Internal Audit and Reporting System**

- (a) During the period May 1, 2012 through April 30, 2013, as required by 41 CFR 60-2.17(d)(1)-(4), Covance failed to implement an internal audit and reporting system that identified barriers in the selection process which precluded Black applicants from being offered and hired for the Associate GSS and CPA positions.
- (b) **REMEDY:** Covance must implement an internal audit and reporting system that identifies barriers in the selection process and periodically measures the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1)-(4).

## **PART IV. REPORTS REQUIRED**

Covance must submit the documents and reports described below to:

Pranita A. Raghavan  
District Director  
OFCCP New Jersey District Office  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092

1. Within **sixty (60) calendar days** of the Effective Date of this Agreement, Covance must submit a copy of the written Hiring Process describe in section E.1.
2. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Covance must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Associate GSS position have been trained on the Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
3. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Covance must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the CPA position have been trained as described in Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, outline of the topics

discussed in the training, the name and job titles of each person who conducted the training, and the cost of the training.

4. Within the prescribed timeframes, Covance must submit all documents and information referenced in section III (1) (D), including:
  - (a) Within **one hundred (100) calendar days** of the Effective Date of this Agreement, Covance must submit:
    - Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the Class Members.
    - A list of class members who failed to respond to the Notice to Class Members along with copies of the undeliverable envelopes.
  - (b) Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, Covance must submit documentation of the mailing of the Notice to Class Members and Information Verification Form, and Release to class members for whom OFCCP has located updated addresses.
  - (c) Within **one-hundred seventy (170) days** from the Effective Date of this Agreement, Covance must submit a final list of Class Members who shall be entitled to monetary and other benefits provided for in this Agreement.
  - (d) Within **thirty (30) days** of OFCCP's approval of the final list of Eligible Applicants, Covance must submit notification to OFCCP of undeliverable/returned checks to Covance.
  - (e) Within **sixty (60) days** of OFCCP's approval of the final list of Eligible Applicants, Covance must submit:
    - Documentation of monetary payments provided to all Eligible Class Members as specified in Section III(1) subparagraph (C)(3) of the Agreement. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. Covance must provide OFCCP with copies of all canceled checks upon request.
    - Documentation of specific hiring activity for Eligible Applicants who were hired into the Associate GSS position, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, and rate of pay. For Eligible Class Members who were hired, also include documentation of the retroactive seniority date.

- For each Eligible Class Member who was considered for employment but was not hired, Covance will provide OFCCP with an explanation and reasons for non-hire along with all relevant supporting documentation.

Within the prescribed timeframes, Covance must submit all documents and information referenced in section III (1) (D), (D) (2) and (D) (3).

Covance must submit two additional progress reports, Reports 8 and 9. Report 8 is due January 31, 2018, and will cover the period beginning January 1, 2017 to December 31, 2017. Report 9, the final report, is due January 31, 2019, and will cover the period beginning January 1, 2018 to December 31, 2018.

Reports 8 and 9 shall contain the following:

1. Documentation of specific hiring activity for Eligible Applicants who were hired into the Associate GSS position, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, and rate of pay. For Eligible Class Members who were hired, also include documentation of the retroactive seniority date.
2. For each Eligible Class Member who was considered for employment but was not hired, Covance will provide OFCCP with an explanation and reasons for non-hire along with all relevant supporting documentation.
3. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for the Associate GSS position during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Covance by a staffing firm or employment agency.
4. For the Associate GSS position, the results of Covance's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, Covance must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis).
5. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Covance's evaluation of the individual components of the selection process for adverse impact; and/or the actions taken by Covance upon determining that any component of the selection process has an adverse impact on members of groups set forth in section III (D) (3) (c) above.

Covance 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 is later.

Covance Clinical Development, Princeton, NJ  
Conciliation Agreement  
(R00184112)

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Covance.

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

Sandra van der Vaart  
Assistant Secretary  
Covance Clinical Development  
(Covance Inc.)

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

Diana Sen  
Regional Director  
OFCCP — Northeast Region

Date: 9/30/2016

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

Date: 9/30/2016

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

Pranita A. Raghavan  
District Director  
New Jersey District Office  
OFCCP — Northeast Region

Kevin Kollgaard  
Assistant District Director  
New Jersey District Office  
OFCCP — Northeast Region

Date: 9/30/2016

Date: 9/30/2016

(b) (7)(E)

Compliance Officer  
New Jersey District Office  
OFCCP — Northeast Region

Date: 9/30/2016

**ATTACHMENT A**

**LIST OF CLASS MEMBERS**

**Black Applicants:**

Last Name	First Name
<b>(b) (6), (b) (7)(C)</b>	

**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Covance Clinical Development ("Covance") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy what the OFCCP deems to be the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Covance's Princeton, NJ facility. OFCCP analyzed Covance's hiring process and selection procedures during the period of May 1, 2012 through April 30, 2013 ("Review Period"). It is OFCCP's position that Covance discriminated against Black applicants for the Associate GSS position during the Review Period. OFCCP found that there was a disparity in the hiring of the Associate GSS based on race/ethnicity.

Covance has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Covance violated any laws. OFCCP and Covance entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an Associate GSS during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$11,470.58 less lawful payroll deductions. Under the terms of this Agreement it may take up to four 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 & Employment Interest Form and Release of Claims Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Attn: (b) (6), (b) (7)(C)  
**Human Resources**  
Covance Inc.  
210 Carnegie Blvd  
Princeton, NJ 08540

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, Covance may be making job offers for the Associate GSS position to two of individuals receiving this notification as positions become available on a first come first serve basis. It is not certain that you will receive a job offer. If you are still interested in employment with Covance, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. All Eligible Class Members hired pursuant to this Agreement will receive retroactive seniority using the date of their original application as their hire date, and all future benefits will be retroactive to the seniority date.

Covance Clinical Development, Princeton, NJ  
Conciliation Agreement  
(R00184112)

If you have any questions you may call [NAME] at Covance at [PHONE NUMBER], or OFCCP  
Compliance Officer (b) (7)(E) at (b) (7)(E) Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO COVANCE  
WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS  
POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

(NAME)

Enclosures: Information Verification and Employment Interest Form  
Release of Claims Under Executive Order 11246  
W-4 Form

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Covance Clinical Development ("Covance") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Covance at the address below if your address or phone number changes within the next six months.

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_

For purposes of this settlement, it is necessary to verify your Gender and Race:

Male  Female

Caucasian  African American  Hispanic  Asian  Native American

Please indicate below whether you are currently interested in employment in an Associate GSS position with Covance. If you complete, sign, and return this Information Verification and Employment Interest Form, 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 Covance as an Associate GSS.

No, I am not currently interested in employment with Covance as an Associate GSS.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Covance Clinical Development  
210 Carnegie Ctr.  
Princeton, NJ 08807

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 Covance Clinical Development ("Covance") paying you money, you agree that you will not file any lawsuit against Covance for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Associate GSS position at its Princeton, NJ facility. It also says that Covance 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 \$11,470.58 (less deductions required by law) by Covance to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

**I .**

I hereby waive, release and forever discharge Covance, 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 GSS at its Princeton, NJ facility on the basis of my gender and/or race/ethnicity at any time through the effective date of this Release.

**I I .**

I understand that Covance denies that it treated me unlawfully or unfairly in any way and that Covance 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. I further agree that the payment of the aforesaid sum by Covance to me is not to be construed as an admission of any liability by Covance.

**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 COVANCE WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Covance.

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

\_\_\_\_\_  
Signature

**Attachment E**

**W-4 Form**

# Form W-4 (2016)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2016 expires February 15, 2017. See Pub. 505, Tax Withholding and Estimated Tax.

**Note:** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2016. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	
<b>B</b>	Enter "1" if: <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul>	<b>B</b>	
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . . <b>(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)</b>	<b>F</b>	
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> <li>• If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children.</li> <li>• If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . .</li> </ul>	<b>G</b>	
<b>H</b>	Add lines A through G and enter total here. <b>(Note: This may be different from the number of exemptions you claim on your tax return.)</b> ▶ <b>H</b>	<b>H</b>	

For accuracy, complete all worksheets that apply.

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <h1 style="margin: 0;">2016</h1>
<b>1</b> Your first name and middle initial _____ Last name _____		<b>2</b> Your social security number _____
Home address (number and street or rural route) _____		<b>3</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code _____		<b>4</b> If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>
<b>5</b> Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) _____		<b>5</b> _____
<b>6</b> Additional amount, if any, you want withheld from each paycheck _____		<b>6</b> \$ _____
<b>7</b> I claim exemption from withholding for 2016, and I certify that I meet <b>both</b> of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶		<b>7</b> _____
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
<b>Employee's signature</b> (This form is not valid unless you sign it.) ▶ _____		<b>Date</b> ▶ _____
<b>8</b> Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) _____		<b>9</b> Office code (optional) _____
		<b>10</b> Employer identification number (EIN) _____

**Deductions and Adjustments Worksheet**

**Note:** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

- 1 Enter an estimate of your 2016 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1952) of your income, and miscellaneous deductions. For 2016, you may have to reduce your itemized deductions if your income is over \$311,300 and you are married filing jointly or are a qualifying widow(er); \$285,350 if you are head of household; \$259,400 if you are single and not head of household or a qualifying widow(er); or \$155,650 if you are married filing separately. See Pub. 505 for details . . . . . 1 \$ \_\_\_\_\_
- 2 Enter: { \$12,600 if married filing jointly or qualifying widow(er)  
\$9,300 if head of household  
\$6,300 if single or married filing separately } . . . . . 2 \$ \_\_\_\_\_
- 3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . 3 \$ \_\_\_\_\_
- 4 Enter an estimate of your 2016 adjustments to income and any additional standard deduction (see Pub. 505) . . . . . 4 \$ \_\_\_\_\_
- 5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2016 Form W-4* worksheet in Pub. 505.) . . . . . 5 \$ \_\_\_\_\_
- 6 Enter an estimate of your 2016 nonwage income (such as dividends or interest) . . . . . 6 \$ \_\_\_\_\_
- 7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" . . . . . 7 \$ \_\_\_\_\_
- 8 **Divide** the amount on line 7 by \$4,050 and enter the result here. Drop any fraction . . . . . 8 \_\_\_\_\_
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . 9 \_\_\_\_\_
- 10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . 10 \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)**

**Note:** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) . . . . . 1 \_\_\_\_\_
- 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" . . . . . 2 \_\_\_\_\_
- 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . 3 \_\_\_\_\_

**Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

- 4 Enter the number from line 2 of this worksheet . . . . . 4 \_\_\_\_\_
- 5 Enter the number from line 1 of this worksheet . . . . . 5 \_\_\_\_\_
- 6 **Subtract** line 5 from line 4 . . . . . 6 \_\_\_\_\_
- 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . 7 \$ \_\_\_\_\_
- 8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . 8 \$ \_\_\_\_\_
- 9 Divide line 8 by the number of pay periods remaining in 2016. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2016. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . 9 \$ \_\_\_\_\_

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$6,000	0	\$0 - \$9,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
6,001 - 14,000	1	9,001 - 17,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 25,000	2	17,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
25,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 75,000	5	405,001 and over	1,600		
44,001 - 55,000	6	75,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.