

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

MicroVention, Inc.
A TERUMO Group Company
35 Enterprise
Aliso Viejo, CA 92656

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated MicroVention, Inc. A TERUMO Group Company (MicroVention) located at 35 Enterprise, Aliso Viejo, CA 92656 and found that MicroVention was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-4, 60-300, and/or 60-741. OFCCP notified MicroVention of the specific violations found and the corrective actions required in a Notice of Violations issued on February 20, 2019. 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 MicroVention enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

- A. In exchange for MicroVention 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, Section 503, and/or VEVRAA 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 MicroVention violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. MicroVention 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. MicroVention will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

- C. MicroVention understands that nothing in this Agreement relieves MicroVention of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
- D. MicroVention 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).
- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. 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.
- G. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H. This Agreement becomes effective on the day it is signed by the Area Director of the Orange Office (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days.
- I. This Agreement will expire sixty (60) days after MicroVention submits the final progress report required in Part IV (D) below, unless OFCCP notifies MicroVention in writing prior to the expiration date that MicroVention has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines MicroVention has met all of its obligations under the Agreement.
- J. If MicroVention violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that MicroVention violated any term of the Agreement while it was in effect, OFCCP will send MicroVention a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) MicroVention 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 MicroVention 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.** MicroVention may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.
- K.** This Agreement does not constitute an admission by MicroVention of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that MicroVention violated any laws.
- L.** Nothing herein is intended to relieve MicroVention from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. 41 C.F.R. 60-741.44(f) - OUTREACH – SECTION 503

- A. STATEMENT OF VIOLATION.** During the period of April 1, 2017 through March 31, 2018, MicroVention failed to undertake appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities in violation of 41 CFR 60-741.44(f).
- B. OFCCP'S SPECIFIC FINDINGS.** Specifically, MicroVention confirmed that they did not engage in any appropriate outreach and positive recruitment efforts to attract qualified individuals with disabilities.
- C. REMEDY:** MicroVention will undertake appropriate external outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). MicroVention will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). MicroVention will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). For assistance with locating community and other resources for recruiting individuals with disabilities please consider reviewing OFFCP's Disability and Veterans Community Resources Directory. (<https://ofccp.dol-esa.gov/errd/Resources.503VEVRAA.html>).

2. 41 C.F.R. 60-300.44(f) - OUTREACH – VEVRAA

- A. STATEMENT OF VIOLATION.** During the period of April 1, 2017 through March 31, 2018, MicroVention failed to undertake appropriate outreach and positive

recruitment activities reasonably designed to effectively recruit qualified protected veterans in violation of 41 CFR 60-300.44(f).

- B. OFCCP'S SPECIFIC FINDINGS.** Specifically, MicroVention confirmed that they did not engage in any appropriate outreach and positive recruitment efforts to attract qualified protected veterans.
- C. REMEDY:** MicroVention will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). MicroVention will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). MicroVention will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4). For assistance with locating community and other resources for recruiting veterans please consider reviewing OFFCP's Disability and Veterans Community Resources Directory (<https://ofccp.dol-esa.gov/errd/Resources.503VEVRAA.html>).

Part IV. REPORTS REQUIRED

1. MicroVention must submit the documents and report described below to: OFCCP, Hector Sanchez, Area Director, Orange Area Office, 770 The City Drive, Suite 5700, Orange, California 92868. The reporting periods and due dates for these progress reports are outlined below:

<u>REPORT</u>	<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
First	February 1, 2019 – July 31, 2019	August 31, 2019
Second	August 1, 2019 – January 31, 2020	February 29, 2020

Each progress report (except where otherwise noted) shall contain the following:

Pursuant to Violation 1:

- a) Documentation of outreach and positive recruitment activities such as those listed in paragraph (f)(2) of 41 C.F.R. 60-741.44 that are reasonably designed to effectively recruit individuals with disabilities, which may include such items as job fair participation, university recruitment, online job postings, monthly networking event, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor, self-directed events and participations.

MicroVention will use the documents listed below in the reporting requirements above.

- i. A list of all of MicroVention's outreach and positive recruitment activities for individuals with disabilities.

- ii. A copy of MicroVention's assessment of the effectiveness of each of its outreach and positive recruitment activities for individuals with disabilities, as well as a copy of its annual assessment of the overall effectiveness of the totality of its outreach efforts.
- iii. A list of all applicants, by disability status, if known, including all applicants from referred source found in the remedy for Violation 1, total hires, final disposition of each applicant, and an explanation of why the referred individual was not hired.
- iv. Copies of letters, memos, records of telephone calls, and other documents generated in the normal course of business between MicroVention and recruitment sources.

Pursuant to Violation 2:

- a) Documentation of outreach and positive recruitment activities such as those listed in paragraph (f)(2) of 41 C.F.R. 60-300.44 that are reasonably designed to effectively recruit protected veterans which may include such items as job fair participation, university recruitment, online job postings, monthly networking event, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor, self-directed events and participations.

MicroVention will use the documents listed below in the reporting requirements above.

- i. A list of all of MicroVention's outreach and positive recruitment activities for protected veterans.
 - ii. A copy of MicroVention's assessment of the effectiveness of each of its outreach and positive recruitment activities for protected veterans, as well as a copy of its annual assessment of the overall effectiveness of the totality of its outreach efforts.
 - iii. A list of all applicants, by veteran status, if known, including all applicants from referred source found in the remedy for Violation 2, total hires, final disposition of each applicant, and an explanation of why the referred individual was not hired.
 - iv. Copies of letters, memos, records of telephone calls, and other documents generated in the normal course of business between MicroVention and recruitment sources.
2. MicroVention 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 Office of Federal Contract Compliance Programs and MicroVention, Inc., A TERUMO Group Company, 35 Enterprise, Aliso Viejo, CA.

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

Mr. Richard Cappetta
CEO and President
MicroVention, Inc.
A TERUMO Group Company
Aliso Viejo, CA

DATE: February 26, 2019

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
Orange Area Office
Pacific Region

DATE: 02/27/2019

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

Hector Sanchez
Area Director
Orange Area Office
Pacific Region

DATE: 02/27/2019