

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Hartford District Office
WM. R. Cotter Federal Building
135 High Street, Room: 219
Hartford, CT 06103



Conciliation Agreement
Between the U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
AQR Capital Management LLC
2 Greenwich Plaza, 4th Floor
Greenwich, CT 06830-6353
OFCCP Case #R00207722

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and AQR Capital Management LLC (hereinafter AQR Capital), 2 Greenwich Plaza, 4th Floor, Greenwich, CT 06830-6353.
2. The violations identified in this Agreement were found during a compliance review of AQR Capital which began on June 8, 2018 and they were specified in a Notice of Violations issued June 18, 2019. OFCCP alleges that AQR Capital has violated Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of AQR Capital's AAP. Subject to the performance by AQR Capital of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of AQR Capital with all OFCCP programs will be deemed resolved. However, AQR Capital is advised that the commitments contained in this Agreement do not preclude future determinations of non-compliance based on a finding that the commitments are not sufficient to achieve compliance.
4. AQR Capital agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to AQR Capital's compliance. AQR Capital shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve AQR Capital from its obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. AQR Capital agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under 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).

7. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Deputy Assistant Secretary, OFCCP, indicates otherwise within 45 days of the District Director's signature of this Agreement.
8. If at any time in the future, OFCCP believes that AQR Capital has violated any portion of this Agreement during the term of this Agreement, AQR Capital will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide AQR Capital with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that AQR Capital has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject AQR Capital to sanctions set forth in 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

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

PART II: Specific Provisions

1. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42. AQR Capital has provided documentation to OFCCP that it began to solicit the required self-identification information from applicants in February 2018, and it commits to continue to do so as required by OFCCP regulations.

REMEDY: AQR Capital will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42.

More specifically, AQR Capital will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. AQR Capital will invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(g). All invitations to self-identify as a protected veteran will comply with the requirements of 41 CFR 60-300.42(e). AQR Capital will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

2. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to document and maintain the required data

pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, AQR Capital failed to document and maintain the required information.

REMEDY: AQR Capital will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

3. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80(c). Specifically, AQR Capital failed to preserve complete and accurate records.

REMEDY: AQR Capital will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(c), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

4. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to invite applicants for employment to voluntarily self-identify as an individual with a disability, in violation of 41 CFR 60-741.42. Specifically, the contractor failed to invite self-id pre-offer. AQR Capital has provided documentation to OFCCP that it began to solicit the required self-identification information from applicants in February 2018, and it commits to continue to do so as required by OFCCP regulations.

REMEDY: AQR Capital will invite both its applicants for employment and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website).

More specifically, AQR Capital will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). AQR Capital will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

5. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to undertake appropriate outreach and positive

recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, AQR Capital did not undertake any outreach and recruitment activities to recruit qualified individuals with disabilities. AQR Capital has provided documentation to OFCCP that, as of November 2018 and thereafter, it has undertaken appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities and has committed to continuing to do so in accordance with OFCCP regulations.

REMEDY: AQR Capital will, undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). AQR Capital 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). AQR Capital will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

6. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k). Specifically, AQR Capital failed to document and maintain the required information.

REMEDY: AQR Capital will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with self-identified disabilities hired; and
- The total number of applicants hired.

7. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, AQR Capital failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-741.80(c). Specifically, AQR Capital failed to preserve complete and accurate records.

REMEDY: AQR Capital will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80(c), and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

Future Conduct: AQR Capital will not repeat the above violation(s).

PART III: Reporting Requirements

1. AQR Capital agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. AQR Capital agrees to furnish the OFCCP, Hartford District Office, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT 06103 with the following reports:

The first report will cover the period **July 1, 2019 through December 31, 2019** and shall be due in the Hartford District Office on **February 1, 2020**.

The second report will cover the period **January 1, 2020 through December 31, 2020** and shall be due in the Hartford District Office on **February 1, 2021**. Both reports must contain the following:

Pursuant to Violation #1 & #4:

Provide copies of the following:

- a. The invitation form given to applicant for the voluntary self-identification of their disability or protected veteran status;
- b. The voluntary pre-offer invitation form for individuals with disabilities or protected veterans to self- identify; and
- c. If applicable, a link to the website offering on-line applicants the same opportunities.
- d. The invitation form given to employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form.
- e. Evidence AQR Capital reminded its employees at least once during a five year interval that they may voluntarily update their disability-related self-identification information at any time.
- f. Database of all applicants during the review period with their candidate ID, application ID, veteran status, disability status, job ID, and date of application. Also, please provide explanations to any missing information within the veteran or disability status.

Pursuant to Violation #5:

- a. An evaluation of AQR Capital 's outreach and recruitment efforts taken over the previous 6 (or 12) months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities; which will include a list of outreach activities and a description of each.
- b. At a minimum, the criteria it used to evaluate the effectiveness of each effort.
- c. AQR Capital's conclusion as to whether its disability outreach efforts were effective.

Pursuant to Violation #2 and #6:

- a. The number of applicants who self-identified as protected veterans or individuals with disabilities, or who are otherwise known to be protected veterans or individuals with disabilities;
- b. The total number of job openings and total number of jobs filled;
- c. The total number of applicants for all jobs;
- d. The number of protected veteran or individual with disabilities applicants hired; and
- e. The total number of applicants hired.

Pursuant to Violation #3 and #7:

Evidence AQR Capital kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80.

Termination Date: This Agreement will expire sixty (60) calendar days after AQR Capital submits the final progress report required in Part III, above, unless OFCCP notifies AQR Capital in writing prior to the expiration date that AQR Capital has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AQR Capital has met all of its obligations under the Agreement.

Integration Clause: This Agreement represents the full Agreement between AQR Capital and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither AQR Capital nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the parties affected and may not be modified by any oral agreement.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of AQR Capital Management LLC personally warrants that he is fully authorized to do so, that AQR Capital Management LLC entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on AQR Capital Management LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AQR Capital Management LLC.

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

Mr. William Fenrich
Principal & Chief Legal Officer
AQR Capital Management LLC

DATE: 29 AUGUST 2019

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

(b) (7)(C), (b) (7)(E)
EOS - Liaison
Hartford and Buffalo Offices

DATE: 9/4/19

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

Tracey Mills
Assistant District Director
Hartford District Office

DATE: 9-4-2019

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

Mary Ellen Bentivogli
District Director
Hartford and Buffalo Offices

DATE: 9-4-2019