

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Perspecta, Inc.
15052 Conference Center Drive
Chantilly, VA 20151

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Perspecta, Inc., 15052 Conference Center Drive, Chantilly, Virginia, 20151 (hereinafter Perspecta).
2. The violations identified in this Agreement were found during a complaint investigation of Perspecta which began on August 19, 2018, and were specified in a Notification of Results of Investigation that was issued on July 10, 2019. OFCCP alleges that Perspecta has violated Executive Order 11246, as amended, and implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Perspecta of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of Perspecta's AAP. Subject to the performance by Perspecta of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Perspecta with all OFCCP programs will be deemed resolved. However, the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Perspecta agrees that OFCCP may review compliance with this Agreement. As part of this 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 Perspecta's compliance. Perspecta shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Perspecta 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.
7. Perspecta 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).

8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP.
9. If at any time in the future, OFCCP believes that Perspecta has violated any portion of this Agreement during the term of this Agreement, Perspecta 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 Perspecta with 15 calendar 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 Perspecta 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 Perspecta to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **ALLEGED VIOLATION:** Perspecta discouraged employees from inquiring about, discussing, and disclosing their compensation and/or the compensation of another employee in violation of 41 C.F.R. § 60-1.4(a) (3). Perspecta maintained a policy or practice prohibiting employees from discussing or disclosing their compensation.

REMEDY: Perspecta will comply with the 41 C.F.R. § 60-1.4(a) (3). Specifically, Perspecta, Inc., will implement the following activities within the indicated timeframe:

Within ninety (90) calendar days of the effective date of this Agreement, Perspecta will train all managers and supervisory personnel located at 15050 and 15052 Conference Center Drive, Chantilly, Virginia, including Executive/Senior Officials & Managers as well as First/Mid-Level Officials & Managers, to ensure employees or applicants for employment are not discriminated against for inquiring about, discussing, or disclosing the compensation of the employee or applicant or another employee or applicant. The training will explicitly include training about the requirements of Executive Order 13665, Non-Retaliation for Disclosure of Compensation Information. Perspecta will maintain documentation of the training given to its managers and supervisory personnel on the Pay Transparency provisions of the Equal Opportunity Clause. The documentation will

demonstrate how the training was given; the date(s) the training was given; and identification by job title, the name of all managers, and supervisors to whom the training was given.

Part III: Reporting

1. Perspecta agrees to retain records pertinent to the violations cited in Part II above, and to the report submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required report, specifically including, but not limited to, all personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Perspecta agrees to furnish the OFCCP with a progress report no later than one hundred and twenty (120) calendar days from the effective date of this Agreement. Perspecta will submit the following documentation in its progress report to:

Tracie Brown
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222

- a. For Violation 1: Documentation demonstrating that within ninety (90) calendar days of the effective date of this Agreement, Perspecta trained all managers and supervisory personnel, including Executive/Senior Officials & Managers as well as First/Mid-Level Officials & Managers, to ensure that they understand and act in compliance with the Pay Transparency provisions of the Equal Opportunity Clause. The training will explicitly include that it is a violation of the Pay Transparency provisions of the Equal Opportunity Clause for managerial and supervisory employees to prohibit, discourage or in any way restrict an employee or applicant from inquiring about, discussing, or disclosing the compensation of the employee or applicant or another employee or applicant. The documentation will demonstrate how the training(s) was given, the date(s) the training was given, and identification by job title, the name of all managers, and supervisors to whom the training was given. This same information will be provided for all managers and supervisory personnel, including Executive/Senior Officials & Managers as well as First/Mid-Level Officials & Managers who were appropriately trained within the six months immediately preceding the effective date of this Agreement.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Perspecta's final progress report.

Termination Date:

This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Perspecta's submission of the final report, or until such time as OFCCP has deemed that Perspecta has met all conditions of this Agreement.

Integration Clause:

This Conciliation Agreement represents the full Agreement between Perspecta and OFCCP, and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Perspecta nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are 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 Agreement on behalf of Perspecta personally warrants that he or she is fully authorized to do so, that Perspecta has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Perspecta.

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Perspecta, Inc., 15052 Conference Center Drive, Chantilly, Virginia, 20151.

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Jim Gallagher
Senior Vice President, General Counsel
and Secretary
Perspecta, Inc.
Chantilly, Virginia

Tracie Brown
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: 11/4/19

DATE: 11/06/2019