

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
IQVIA Inc.
1309 Executive Boulevard
Chesapeake, Virginia 23320

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the IQVIA Inc. (f/k/a Cegedim, Inc.) establishment located at 1309 Executive Boulevard, Chesapeake, Virginia 23320 (Contractor) beginning on March 29, 2019. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 respective implementing regulations at 41 C.F.R. Parts 60-1, -300, -741.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on January 27, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV and/or in this Agreement. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Assistant District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Contractor submits its progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If Contractor 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.
 - iv. In the event of a breach of this Agreement by the Contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
- 12. Contractor does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Alleged Technical Violations and Remedies

- 1. **Violation 1:** OFCCP found that during the period April 1, 2017 through September 30, 2018, IQVIA failed to maintain records showing, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, IQVIA failed to maintain records indicating the gender, race and ethnicity of each applicant where such applicant or Internet Applicant has self-identified with respect to gender, race and/or ethnicity.

Remedy 1: IQVIA will maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, where such applicant or Internet Applicant has self-identified with respect to gender, race and/or ethnicity, as required by 41 CFR 60-1.12(c).

2. **Violation 2:** OFCCP found that during the period April 1, 2017 through September 30, 2018, IQVIA failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

Remedy 2: IQVIA will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to IQVIA, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, IQVIA must also advise the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the ESDS with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, IQVIA shall provide updated information simultaneously with its next job listing.

3. **Violation 3:** OFCCP found that during the period April 1, 2017 through September 30, 2018, IQVIA failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

Remedy 3: IQVIA must 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.

4. **Violation 4:** OFCCP found that during the period April 1, 2017 through September 30, 2018, IQVIA failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

Remedy 4: IQVIA must 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 disabilities hired; and
- The total number of applicants hired.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Section III above and the report submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required report. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **OFCCP Review of Compliance.** For purposes of OFCCP's review of Contractor's compliance with this Agreement, upon reasonable advance notice Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. **Contractor Report.**

Schedule and Instructions. Contractor agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

One progress report which shall be due April 30, 2021 and shall cover the period of April 1, 2020 to March 31, 2021.

The report shall contain the following:

- i. Documentary evidence that IQVIA maintains and has available records showing the gender, race, and ethnicity of each applicant or Internet Applicant where such information has been provided by the applicant or Internet Applicant, as follows:
 - A. A report indicating the total number of applicants, by race and sex as specified in the Remedy to Violation 1 for all positions filled during the Reporting Period.
 - B. Provide applicant flow information delineated by candidate identification number, date of application, race and/or ethnicity, sex, job group, job title and final disposition of each applicant for all positions filled during the Reporting Period.

- ii. Documentation of listings of all job openings with the appropriate ESDS where the opening occurs during the Reporting Period, as specified in the Remedy to Violation 2. The following is also required:

Documentation of all referrals from the ESDS during the Reporting Period to include:

1. Name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reason(s) why a referred individual was not hired by IQVIA.
2. For referrals from the ESDS who are hired during the Reporting Period for job openings listed during the Reporting Period, the job title upon hire.

- iii. Documentary evidence that IQVIA document and maintain the required data pertaining to protected veteran applicants and hires during the Reporting Period. IQVIA will maintain the information for three years as required as specified in the Remedy to Violation 3. This documentation must identify the following:

- 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.

- iv. Documentary evidence that IQVIA document and maintain the required data pertaining to disabled applicants and hires during the Reporting Period. IQVIA will maintain the information for three years as required as specified in the Remedy to Violation 4. This documentation must identify the following:

- 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 disabilities hired; and
- The total number of applicants hired.

Contractor will submit the report to Dianna Adams, Assistant District Director, U.S. Department of Labor/OFCCP, 400 North 8th Street, Suite 466, Richmond, Virginia 23219. Contractor and OFCCP have a common

interest in the information being provided in the report pursuant to this Agreement. To the extent the report that the Contractor provides in accordance with this Agreement is customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

4. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the Monitoring Period is completed. The Monitoring Period will close once OFCCP accepts Contractor's progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the progress report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and IOVIA Inc. located at 1309 Executive Boulevard, Chesapeake, Virginia 23320.

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

MARTYN EDNEY
VP, Human Resources, US & Canada
IQVIA, Inc.
Chesapeake, Virginia

DATE: 3/19/2020

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

DIANNA ADAMS
Assistant District Director
Richmond Area Office

DATE: _____

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

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

Richmond Area Office

DATE: _____