

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Teleflex Incorporated
550 East Swedesford Road
Wayne, Pennsylvania 19087

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Teleflex Incorporated (Teleflex) establishment located at 550 East Swedesford Road, Wayne, Pennsylvania 19087, beginning on January 13, 2020. OFCCP found that Teleflex failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, and its respective implementing regulations at 41 CFR Part 60-741.

OFCCP notified Teleflex of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on June 19, 2020.

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 Teleflex 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 Teleflex'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. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Teleflex 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 Teleflex'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. Teleflex 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 Teleflex of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Teleflex 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. Teleflex 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 Director of Regional Operations (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 Teleflex, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Teleflex in writing before the expiration date that Teleflex 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 Teleflex has met all of its obligations under the Agreement.
11. If Teleflex violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Teleflex a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Teleflex 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 Teleflex 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. Teleflex may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, or 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Teleflex neither admits nor denies 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 OFCCP policy, practice or position in 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. All references to “days” in this Agreement are calendar days. 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. Technical Violations and Remedies

1. **VIOLATION:** During the period April 1, 2018 through September 30, 2019, Teleflex failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-741.5(a)–(d).

REMEDY: Teleflex will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)–(d). If Teleflex incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

2. **VIOLATION:** During the period April 1, 2018 through September 30, 2019, Teleflex failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c). Specifically, Teleflex failed to conduct self-identification in five-year intervals.

REMEDY: Teleflex shall immediately invite its employees to voluntarily inform it whether the employee 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). All invitations to self-identify must

be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Teleflex shall extend this invitation again at five year intervals, thereafter. At least once during each interval, Teleflex shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Teleflex must 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).

3. **VIOLATION:** During the period April 1, 2018 through September 30, 2019, Teleflex failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-741.44(b).

REMEDY: Teleflex will ensure that its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; ensure that its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to all jobs for which they are qualified; ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies failed to provide necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes; periodically review its personnel processes and make any necessary modifications to ensure that these obligations are carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP.

4. **VIOLATION:** During the period April 1, 2018 through September 30, 2019, Teleflex failed to review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

REMEDY: Teleflex will review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Teleflex agrees to retain all records relevant to the violations cited in Section III above and the reports 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 reports. Teleflex will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

- a. **Schedule and Instructions.** Teleflex agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first report shall cover April 1, 2020 through March 31, 2021, and shall be due April 1, 2021. Each report shall contain the following:

- Pursuant to Remedy 1, a copy of a subcontract or purchase order including the equal opportunity clause for Section 503.
- Pursuant to Remedy 2, Section 503 self-identification policies and procedures inclusive of how Teleflex, Inc. conducted or plans to conduct the issuance of Section 503 self-identification forms to employees.
- Pursuant to Remedy 2, a copy of the OMB approved self-identification forms issued to incumbent employees.
- Pursuant to Remedy 2, the number of employees that responded to the most recent employee survey inviting self-identification as an individual with a disability, and the date of the most recent employee survey.
- Pursuant to Remedies 3 and 4, a copy of the current Section 503 AAP prepared in accordance with the requirements of 41 CFR §§ 60-741.40 through 60-741.47.
- Pursuant to Remedy 3, the most recent assessment of Teleflex's personnel processes, as required by 41 CFR § 60-741.44(b), including a description of the review and any actions taken or changes made as a result of the assessment.

Teleflex will submit reports to Evan D. Szarenski, Director of Regional Operations, at (b) (6), (b) (7)(C)@dol.gov. Teleflex and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Teleflex provides in accordance with this agreement are 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, Teleflex will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **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 Teleflex's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Teleflex in writing within sixty (60) days of the date of the final progress report that Teleflex, Inc. has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Teleflex within the allotted time that it has not fulfilled all of its obligations, this

Agreement is automatically extended until the date that OFCCP determines Teleflex has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Teleflex Incorporated, 550 East Swedesford Road, Wayne, Pennsylvania.

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

Liam J. Kelly
Chairman, President and CEO
Teleflex Incorporated
Wayne, PA 19087

DATE: June 19, 2020

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

Evan D. Szarenski
Director of Regional Operations
Mid-Atlantic Region

DATE: June 24, 2020

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

(b) (6), (b) (7)(E)
Compliance Officer
Mid-Atlantic Region

DATE: June 22, 2020