

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Black Box Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Black Box Corporation (hereinafter Black Box) establishment located at 1000 Park Drive, Lawrence, PA 15055, beginning on April 7, 2020. OFCCP found that Black Box failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its respective implementing regulations at 41 C.F.R. Part 60-741.

OFCCP notified Black Box of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 20, 2021.

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

II. General Terms and Conditions

1. In exchange for Black Box's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, as amended (E.O. 11246 or the Executive Order), Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Black Box violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Black Box'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. Black Box 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Black Box 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. Black Box 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Black Box submits its final progress report required in Section IV, below, unless OFCCP notifies Black Box in writing before the expiration date that Black Box 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 Black Box has met all of its obligations under the Agreement.
10. If Black Box violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Black Box a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Black Box 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 Black Box is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Black Box, 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 in the Agreement.

- b. Black Box may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
11. Black Box 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.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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, 2019 through March 31, 2020, Black Box failed to periodically review its personnel processes for individuals with disabilities and make any necessary modifications to ensure that these obligations were carried out; and 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: Black Box will periodically review its personnel processes for individuals with disabilities 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.

2. **Violation:** During the period April 1, 2019 through March 31, 2020, Black Box failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3). Specifically, while Black Box did submit a chart that shows its assessment of several of the equal employment opportunity outreach and recruitment activities that it conducted during this time period, it did not assess the majority of the outreach and recruitment activities that it conducted specifically for

individuals with disabilities.

Remedy: Black Box 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). If Black Box concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

IV. OFCCP Monitoring Period

1. Recordkeeping. Black Box 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. Black Box will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Report.

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

The report shall be due May 1, 2022.

The report shall include:

- i. A detailed, written description of the review of personnel processes for individuals with disabilities which includes any necessary modifications to personnel processes and/or the development of new processes that resulted from it. This written description will include the date of the review, along with the names and titles of the company representatives who participated in it. Black Box will submit a copy of the section of its AAP for individuals with disabilities updated on April 1, 2022 entitled “*Review of Personnel Processes*” to confirm that this written description has been incorporated into its AAP.
- ii. Documentation to verify that Black Box undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Black Box's AAP for individuals with disabilities updated on April 1, 2022 that list: 1) Its outreach activities during the prior AAP year with supporting documentation; 2) An assessment of the effectiveness of each activity; and an assessment of the totality of its outreach activities, as required by 41 CFR 60-741.44(f)(3). Black Box should note that 41 CFR 60-741.44(f) lists examples

of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

Black Box will submit the report via e-mail 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
(b) (6), (b) (7)(C)@dol.gov

Black Box and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports Black Box provides in accordance with this agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Black Box believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Black Box will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Black Box of the FOIA request and provide Black Box an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

- 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 Black Box’s progress report as set forth in Part II, Paragraph 9 above. If OFCCP fails to notify Black Box in writing within sixty (60) days of the date of the progress report that Black Box 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 Black Box within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Black Box has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Black Box Corporation, 1000 Park Drive, Lawrence, Pennsylvania 15055.

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

Sanjeev Verma
President & CEO
Black Box Corporation
Lawrence, Pennsylvania

DATE: 1/29/2021

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

Tracie Brown
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: February 9th, 2021

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

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

DATE: 02-09-2021