

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
Thermo Fisher Scientific Inc.  
Chromatography and Mass Spectrometry Division**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Thermo Fisher Scientific Inc. (Contractor) affirmative action programs covering its Chromatography and Mass Spectrometry Division function, beginning on July 30, 2018. 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 CFR Chapter 60-1, 41 CFR Chapter 60-300, and 41 CFR Chapter 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 12, 2024.

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 Contractor 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 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 violation(s) alleged in the NOV. 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 10, 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 OFCCP 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 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 180 days after execution of the Agreement by OFCCP.
10. If Contractor violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. 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 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 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, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. 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.
- 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 1:** Contractor failed to submit, within 30 days of OFCCP’s request, as required by CFR 60-1.20(e), its written AAP and support data, pursuant to Executive Order 11246, as amended.

**Remedy 1:** This violation was corrected during the compliance review. On December 6, 2018, Contractor submitted its current Executive Order 11246 AAP, which had a commencement date of May 1, 2018. Contractor will submit, within 30 days of any future request by OFCCP, its updated AAP and support data, pursuant to Executive Order 11246, as amended.

- 2. **Violation 2:** Contractor failed to submit, within 30 days of OFCCP’s request, as required by 41 CFR 60–300.40(d), its written AAP and support data, pursuant to Section 503 of the Rehabilitation Act of 1973, as amended.

**Remedy 2:** This violation was corrected during the compliance review. On December 6, 2018, Contractor submitted its current Section 503 AAP, which had a commencement date of May 1, 2018. Contractor will submit, within 30 days of any

future request by OFCCP, its updated AAP, pursuant to Section 503 of the Rehabilitation Act of 1973, as amended.

3. **Violation 3:** Contractor failed to submit, within 30 days of OFCCP's request, as required by 41 CFR 60-741.40(c), its written AAP and support data, pursuant to Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended.

**Remedy 3:** This violation was corrected during the compliance review. On December 6, 2018, Contractor submitted its current VEVRAA AAP, which had a commencement date of May 1, 2018. Contractor will submit, within 30 days of any future request by OFCCP, its updated AAP, pursuant to Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended.

#### IV. OFCCP Monitoring Period

No reporting requirements pursuant to this Agreement.

#### Termination of Agreement.

This Agreement will expire 180 days after execution of the Agreement by the OFCCP.

#### 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 Thermo Fisher Scientific Inc., 1400 North Pointe Parkway, Suite 1, West Palm, Florida 33407.

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

Peter Kim  
Vice President, Culture & Counsel  
Thermo Fisher Scientific Inc.

DATE: May 1, 2024

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

E. Michelle Hernandez  
District Director  
OFCCP, Southeast Region

DATE: May 6, 2025