

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Institute for Systems Biology

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Institute for Systems Biology (ISB)'s establishment located at 401 Terry Avenue North, Seattle, WA 98109-5263 beginning on February 2, 2024. OFCCP found that ISB 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 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 Parts 60-2, 60-300 and 60-741.

OFCCP notified ISB of the specific violations and the corrective actions required in a Show Cause Notice (SCN) issued on March 18, 2024. These violations were corrected during the compliance review.

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 ISB enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for ISB'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 SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ISB 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 ISB'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. ISB 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 ISB 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. ISB 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 July 29, 2025.
10. If ISB violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send ISB a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. ISB 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 ISB 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 ISB, 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. ISB may be subject to the sanctions set forth in 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. ISB 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:** ISB failed to provide a current copy of their Executive Order 11246 Affirmative Action Program (AAP) prepared in accordance with the requirements of 41 CFR 60-1.40, and 60-2.10 through 60-2.17. The following items were unacceptable or not provided: 41 CFR 60-2.11 to 41 CFR 60-2.17.

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided an unexpired Executive Order 11246 AAP in response to the issuance of the Show Cause Notice dated March 18, 2024. The AAP was confirmed to be current and acceptable; no progress reporting/monitoring is required.

2. **Violation:** ISB failed to provide a current copy of their Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 41 CFR 60-741.47. The following items were unacceptable or not provided: 41 CFR 60-741.44 to 41 CFR 60-741.45(f).

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided an unexpired Section 503 AAP in response to the issuance of the Show Cause Notice dated March 18, 2024. The AAP was confirmed to be current and acceptable; no progress reporting/monitoring is required.

3. **Violation:** ISB failed to provide a current copy of their VEVRAA AAP prepared in accordance with the requirements of 41 CFR 60-300.40 through 41 CFR 60-300.45. The following items were unacceptable or not provided: 41 CFR 60-300.44 to 41 CFR 60-300.44(k).

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided an unexpired VEVRAA AAP in response to the issuance of the Show Cause Notice dated March 18, 2024. The AAP was confirmed to be current and acceptable; no progress reporting/monitoring is required.

4. **Violation:** ISB failed to provide or provided the following unacceptable support data: 41 CFR 60-1.7, 41 CFR 60-1.12, 41 CFR 60-2.11-2.12, 41 CFR 60-2.17(b)(2) and (d)(1), 41 CFR 60-3.15, 41 CFR 60-1.3, 41 CFR 60-20.4, 41 CFR 60-2.17(b)(3) and (d), 41 CFR 60-2.10(b)(1)(iv), 41 CFR 60-2.16, 41 CFR 60-1.12, 41 CFR 60-2.17, 41 CFR 60-1.4(a), 41 CFR 60-50.2(a), and 41 CFR 60-2.17(b)(3).

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided support data in response to the issuance of the Show Cause Notice dated March 18, 2024. The Executive Order 11246 support data submission was confirmed to be current and acceptable; no progress reporting/monitoring is required.

5. **Violation:** ISB failed to provide or provided the following unacceptable support data: 41 CFR 60-300.44(a) to 60-300.44(d).

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided support data in response to the issuance of the Show Cause Notice dated March 18, 2024. The VEVRAA support data submission was confirmed to be current and acceptable; no progress reporting/monitoring is required.

6. **Violation:** ISB failed to provide or provided the following unacceptable support data: 41 CFR 60-741.44(a) to 60-741.44(d).

**Remedy:** This violation was corrected during the compliance review. On April 26, 2024, ISB provided support data in response to the issuance of the Show Cause Notice dated March 18, 2024. The Section 503 support data submission was confirmed to be current and acceptable; no progress reporting/monitoring is required.

### **OFCCP Monitoring Period**

1. **Recordkeeping.** ISB 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. ISB will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

ISB resolved all violations as of April 26, 2024. There are no reporting requirements pursuant to this Agreement.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until July 29, 2025. It is understood these violations will not recur.

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#### **IV. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Institute for Systems Biology located at 401 Terry Avenue North, Seattle, WA 98109-5263.

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

Pr  
Institute for Systems Biology  
Seattle, WA

DATE: Sept. 9, 2024

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

**Leigh D. Jones**  
District Director  
Seattle District Office  
Office of Federal Contract Compliance Programs  
Pacific Region

DATE: 09/09/2024

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

**Quanda Evans**  
Assistant District Director  
Seattle District Office  
Office of Federal Contract Compliance Programs  
Pacific Region

DATE: 09/09/2024