

Background Check Process

1. **Background.** To protect its employees and facilities, Mentor Graphics requires Independent Contractor to perform (or have performed) a background check on each individual Independent Contractor proposes for an assignment that would require that individual to have On-site access under Section 6(c) of the Agreement, network access under Section 6(d) of the Agreement, or both. The individual must pass such background check before the individual begins his or her assignment.

2. **Scope of Check.** The background check consists of a search of the following public records:
 - (a) **Felony and Misdemeanor Criminal Record:** A county courthouse search of misdemeanor and felony convictions based on 7 years of employment, business and residence address history. Maiden, alias, and other names will be checked.
 - (b) **National Criminal File:** State records databases, including state and county criminal record repositories, and other state agencies such as the Administrative Office of the Courts.
 - (c) **Social Security Number:** Verification of name(s) and addresses associated with the provided social security number.
 - (d) **Federal Felony & Misdemeanor:** Felony and misdemeanor records at the federal level held at one of the US District courts. Federal crimes are those acts which have been made criminal by federal law, such as tax evasion, interstate transportation of illegal substances, interstate kidnapping, or crimes involving federally insured institutions such as banks.
 - (e) **Motor Vehicle Report History (as may be applicable based on the type of work assigned):** Motor vehicle report covering a minimum of 3 years, which shall be used to cross-reference and determine criminal conviction history checks.

3. **Disqualification.** The following are specific reasons an individual would be disqualified from receiving On-site access under Section 6(c) of the Agreement, network access under Section 6(d) of the Agreement, or both.
 - (a) **General Disqualification.** Any of the following shall disqualify an individual from an assignment with Mentor Graphics:
 - Criminal conviction that involved a violent activity (regardless if conviction is for an infraction, misdemeanor or felony).
 - Criminal convictions including, without limitation, assault, battery, resisting arrest, robbery, murder, manslaughter, rape, domestic violence, disturbing the peace, weapons convictions, kidnapping, lewd and/or lascivious acts, exposing oneself in public, false imprisonment, conspiracy, inflicting corporal injury/punishment, vandalism, hit and run, breaking/entering, malicious destruction of property, cruelty.
 - Criminal convictions involving the possession, possession for sale, sales, or use of illegal or controlled substances.
 - Criminal conviction for theft, larceny, fraud, or forgery.
 - Providing false information to a police/peace officer or violation of probation/parole.
 - Criminal conviction (federal, state, or local) that indicate the individual is not fit for the type of work assigned.
 - Any omission or the provision of false or misleading information on an employment application or resume.
 - Not obtaining educational degrees or certification indicated on the employment application or resume.

 - (b) **Possible Disqualification.** The following may disqualify an individual from an assignment (at the sole discretion of Mentor Graphics):
 - Criminal convictions older than 7 years.
 - Non-disclosure of a criminal conviction.
 - Convictions for driving under the influence, driving while intoxicated, reckless driving, reckless driving on boats or watercrafts.
 - Multiple incidents of failure to appear or pay fine for minor vehicle infractions.
 - Repeat incidents or combination of convictions of misdemeanor crimes.
 - Arrests without convictions (cases pending will be reviewed after disposition is complete).

- The individual is currently on parole, probation, work release program, conditional release or serving a weekend sentence as a result of a conviction/guilty plea, no contest plea.
- (c) **Exemptions.** The following shall not disqualify an individual from an assignment:
- Diversion program granted and charges dismissed, case discharged, or judicially dismissed.
 - Convictions for which a record has been sealed, expunged, erased or pardon granted.
 - Possession of less than 28.5 grams or 1 ounce of marijuana conviction more than 2 years prior to the date of the background check.
4. Independent Contractor Self-Check Process. This section applies when Independent Contractor has a background check program in place (e.g., an existing relationship with an agency that performs background checks for Independent Contractor). Independent Contractor must:
- (a) Determine if the background checks performed by its agency meet Mentor Graphics' standards as outlined in this document. If unsure, email background_checks@mentor.com for further clarification.
- (b) Conduct a background check on the individual it will be assigning to perform services for Mentor Graphics.
- (c) Instruct the background check agency to email the background check report to Independent Contractor. Review the report and make sure the individual meets Mentor Graphics' standards as stated in this document. **If the individual passed the background check, then download and complete the "Supplier Self-Check" form (<http://www.mentor.com/supplier/index.cfm>) and fax it to the appropriate Mentor Graphics buyer's attention at (503) 685-1543.** If the background check reveals any information that might disqualify the individual from assignment (as set forth above in Section 3(b) of this Exhibit C), then Independent Contractor may choose to:
- (i) notify Mentor Graphics as set forth below in Section 5 of this Exhibit C and have Mentor Graphics perform its own background check and decide whether the individual, in Mentor Graphics' sole discretion, is disqualified for assignment; or
- (ii) ask Mentor Graphics for further general guidance and instructions on how to treat questionable background check results to determine whether the individual is disqualified for the assignment (and if the individual is not disqualified per such guidance and instructions, then proceed by downloading, completing and submitting the "Supplier Self-Check" form as instructed above); or
- (iii) provide Mentor Graphics with reasonable and sufficient information about the background check results for Mentor Graphics to make an informed decision, in its sole discretion, on whether the individual is disqualified for assignment.
- (d) If the individual is disqualified for assignment (as set forth above in Section 3 of this Exhibit C), then the individual will not be allowed On-site access under Section 6(c) of the Agreement, network access under Section 6(d) of the Agreement, or both. Contact the appropriate Mentor Graphics buyer to see if another individual may be proposed for the assignment.
5. Process for Mentor Graphics to Initiate Background Check. This section applies when Independent Contractor requests Mentor Graphics to use Mentor Graphics' existing background check agency to perform the background check.
- (a) Independent Contractor must have the individual email his or her full name, email address, business mailing address, and a daytime telephone number to the Mentor Graphics HR Department at background_checks@mentor.com.
- (b) The individual will then receive an email with directions on how to submit his or her information for the background check using the Mentor Graphics background check secure website.
- (c) Once the background check is completed, Independent Contractor will be notified of the results and if the individual is not disqualified for assignment, then the appropriate On-site access under

Section 6(c) of the Agreement, network access under Section 6(d) of the Agreement, or both, shall be provided to that individual. If the individual is disqualified, then Independent Contractor must contact the appropriate Mentor Graphics buyer to find out if another individual may be proposed for the assignment.

- (d) Notwithstanding the foregoing, Mentor Graphics' performance of the background check on such individual and subsequent decision to grant such individual On-site access under Section 6(c) of the Agreement, network access under Section 6(d) of the Agreement, or both, shall not relieve Independent Contractor of any liability that arises from the acts, omissions, or errors of such individual. Independent Contractor remains responsible for and liable to Mentor Graphics for such individual's compliance with the terms of this Agreement and any violation of applicable laws.

Questions on the Background Check Program should be emailed to: background_checks@mentor.com