

1330-52.222-71 NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Crew Members of Vessels under NOAA Contract or Order (May 2018)

(a) General Policy.

In accordance with [NOAA Administrative Order \(NAO\) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy](#), it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NAO 202-1106 prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA. The NAO includes NOAA's mandatory requirements for completion of sexual assault and sexual harassment prevention and response training.

It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract or order. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment prevention.

(b) Applicability.

The policy set forth in NAO 202-1106 applies to all contractor employees identified as crew members on vessels secured for use under a NOAA contract or order. Prior to performance, the contractor shall provide all contractor employee crew members an awareness briefing on the requirements of the NAO and a copy of or access to a copy of the NAO. All contractor employee crew members must comply with the NAO, which includes completion of the mandatory training provided by NOAA as described in (d) below.

The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract for services involving the use of vessels so that it is binding on each subcontractor.

(c) Definition.

Contractor Employees - As used this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

(d) Mandatory Training.

1. Completion of initial mandatory sexual assault and sexual harassment prevention and response training is required for all contractor employees identified as crew members in performance of this contract or order, in accordance with NAO 202-1106. This training will be provided by NOAA.

- a. The training will include by-stander intervention training and specific steps on how to prevent and report sexual assault and sexual harassment, as well as training on drug and alcohol awareness in the workplace. The training will typically be provided within two (2) hours of the vessel's departure from port.
 - b. A copy of NAO 202-1106 will be provided to each crew member upon initial boarding of the vessel. Each crew member must sign a form managed by the vessel's Commanding Officer/Operations Officer verifying they have received and will comply with the NAO in its entirety.
2. For vessels at sea for more than 12 months, annual sexual assault and sexual harassment training, provided by NOAA, will be required pursuant to NAO 202-1106. The specific format of the training will depend on the availability of resources (e.g. internet access).

(e) Reporting Incidents of Sexual Assault/Sexual Harassment.

Contractor employee crew members should refer to NAO 202-1106, Section 6, Reporting Incidents of Sexual Harassment or Sexual Assault, at .07, Reporting from Remote Locations, when reporting incidents of sexual assault or sexual harassment.

(f) Remedies.

In addition to other remedies available to the Government, contractor employee violations of NAO 202-1106 or other Federal requirements (e.g., law, statutes, executive orders, code, rules, or regulations) applicable to sexual assault and sexual harassment may result in:

1. Requiring the Contractor to remove a contractor employee or employees from the performance of the contract;
2. Requiring the Contractor to terminate a subcontract;
3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
5. Suspension or debarment; or
6. Other appropriate action.

(End of Solicitation and Contract
language)