

## INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR / CONTRACTOR AGREEMENT** (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, (“Effective Date”) by and between, Contractor name of Contractor Town, Contractor State (“you” or the “IC”), and **The Woods Hole Oceanographic Institution** (“WHOI” or “the institution”) located in Woods Hole, Ma. The Institution desires to retain you as an Independent Contractor to perform services for the Institution which include:

Describe the duties /. Services / products here

and you are willing to perform such services, all on the terms and conditions set forth more fully herein. Therefore, in consideration of the mutual covenants hereinafter recited, and additional consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Services:** You will perform the services and deliver the required deliverables described in a Services Supplement expressly referencing this Agreement and signed by you and an authorized representative of the Institution. The first service Supplement is attached as Exhibit A. Subsequent Service Supplement(s) may be executed by the parties and will also be governed by this Agreement. For purposes of this Agreement, (a) any services described in the Services Supplement will be referred to as the “Services” and (b) any work product, arising from the Services described in the Services Supplement, including work-in- process, will be referred to as the “Deliverables.”
2. **Schedule:** **As described in Exhibit A**, The Institution may establish deadlines for the completion of certain Services or Deliverables. You will not permit any other activities to interfere with the timely completion of Services. You agree to notify the Institution promptly if, at any time, it appears that you will not be able to complete the Services or Deliverables on time.
3. **Compensation:** The Institution agrees to pay you for the Services and Deliverables at a rate of \$\_\_\_\_\_ and travel and related business expenses. IC will provide an itemized invoice detailing, with sufficient particularity to allow adequate assessment of, the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis). Contractor must also submit an itemized list of the pre - approved expenses set forth on the Statement of Work.
4. **Deliverables:** The Institution will appoint Matt Agnese to be the principal point of contact (“WHOI Point of Contact”), and, along with other Institution designated individuals, will review the Services and the Deliverables for acceptability as to form and content.
5. **Changes:** The Institution may at any time request changes in specifications for time or place of delivery, or require additional or diminished work, with cost of the services adjusting accordingly.
6. **Relationship of Parties:** It is understood and agreed that you are an independent contractor and that you will perform the Services under the Institution’s general direction as to the result of such activity but that you will determine, in your discretion, the manner and means by which the Services are accomplished, subject to the express condition that you will at all times comply with applicable law. It is also expressly understood that you shall not be considered an

agent or employee of the Institution, and you have no authority whatsoever to bind the Institution by contract or otherwise. You expressly waive any right to participate in any of the Institutions' employee benefit plans or perquisites. The Institution may require you to observe at all times the policies of the Institution and/or its vendors/customers. Independent Contractor agrees to comply with the Institution's IC's policies and procedures.

7. Environmental, Health, & Safety: WHOI does not manage the safety of contractors or their personnel. All Contractors must comply with all applicable federal, state and local requirements, as well as WHOI's Environmental, Health, & Safety (EH&S) policies and procedures. Contractors shall supply the personal protective equipment that is required for each task they are performing and this equipment shall be maintained in proper condition. Contractors shall ensure that all required EH&S training is completed prior to working on WHOI tasks. Contractors are expected to conduct a hazard analysis of the tasks and implement the required and necessary controls to effectively mitigate EH&S hazards, including hazardous exposures to contractor employees, WHOI personnel, the public, and/or the environment.
8. Sexual Harassment, Other Discriminatory Harassment, Offensive Conduct: Contractor, its employees, and sub-contractors, are prohibited from engaging in any conduct constituting Sexual Harassment, Other Discriminatory Harassment, Offensive Conduct or Retaliation as described in the Institution's Policy against Harassment. Further, the Contractor, its employees, and sub-contractors, are prohibited from engaging in any conduct constituting a violation of the Respectful Workplace and Violence Prevention policy. Any such conduct in violation of this paragraph, or toleration of such conduct, by the Contractor, its employees, or subcontractors, may be cause for immediate termination of the contract and/or damages arising from or connected to the breach.
9. Progress Meetings and Reports: You will participate in periodic meetings at the Institution's request to review the progress of performance, quality of Services and Deliverables, and general status of the work to be performed under the Services Supplement.
10. Taxes and Insurance: You acknowledge and agree that it is your responsibility to pay all applicable taxes, including without limitation all federal and state income tax, self-employment taxes, and unemployment or disability insurance applicable to you and you will indemnify the Institution and hold the Institution harmless to the extent of any obligation imposed by law on the Institution to pay any such amounts in connection with any payments made by the Institution to you under this Agreement. During the Term, you shall maintain in force adequate commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Institution, with policy limits sufficient to protect and indemnify the Institution and its affiliates, and each of their trustees, officers, directors, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your or your agents, contractors, servants or employees conduct, acts, or omissions. The Independent Contractor shall forward a certificate of insurance verifying such insurance upon the Institutions written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a [30] day notification period and that the Institution will be immediately notified in writing of any such notice of termination. In the event of any loss or damage for which no reimbursement or incomplete reimbursement is made by underwriters, such deficit becomes your responsibility. Similarly, should you fail to procure or maintain the

required insurance, even if the requirement is waived, you shall indemnify WHOI and any others who would be beneficiaries of said insurance to the extent they or any of them suffers or incurs loss, damage, liability or expense in consequence of such failure, act or omission. At its sole discretion, the Institution may waive or modify – in writing only from a WHOI purchasing officer or the WHOI Risk Management Coordinator – part of its rights arising from this Section 10 without affecting the enforceability of the remainder of the provision or any other parts of the Agreement.

11. **Indemnification:** You shall defend, indemnify and hold harmless the Institution and its affiliates and their trustees, officers, directors, employees, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- Bodily injury, civil injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions;
- Infringement of intellectual property rights, including but not limited to patents, trademarks, licenses, or trade secrets or trade know-how resulting from your acts or omissions;
- You or your fraud, misrepresentation or omission, criminal acts, negligence, or gross negligence; and/or
- Your breach of any representation, warranty or obligation under this Agreement.

The Institution may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

Your property and property of others in your care, custody and control is understood to be at your sole risk and hazard and WHOI shall not be liable for any loss or damage thereto.

12. **Confidential Information:** You acknowledge that you may acquire from the Institution, its vendors, suppliers or customers information of a competitively sensitive or proprietary nature in connection with the Services performed by you, (collectively, “Confidential Information”). Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information, plans, methods and/or techniques; customer lists and customer information; supplier lists and supplier information; pricing information and policies, personnel information, sales presentations, product calendars, business plans, prospects and opportunities which have been discussed or considered by the employee and/or management of the Institution and/or information about prospects, market analyses or projections. Confidential Information also includes operational and technological information, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and personnel information, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance information and evaluations and termination arrangements or documents. You agree to hold such Confidential Information in strict confidence and further agree that you will not use and/or disclose such Confidential Information other than for the purpose of performing Services hereunder. You further agree that you will not allow any unauthorized

person access to Confidential Information, either before or after the termination of this Agreement. Notwithstanding the foregoing restrictions, you may disclose information to the extent required by an order of any court or other governmental authority, but only after you have notified the Institution and given the Institution a reasonable opportunity to obtain protection for such information in connection with such disclosure.

13. Documents, Records, etc.: All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to you by the Institution or are produced by you in connection with the services you are performing will be and remain the sole property of the Institution and are only to be used by you in connection with the Services you are providing for the Institution. You shall return to the Institution all such materials and property as and when requested by the Institution. In any event, you will return all such materials and property immediately upon the termination of this Agreement for any reason, including but in no way limited to such materials that may be on your or another personal computer or device that is under your control and is not otherwise related to the Institution. Upon the termination of this Agreement for any reason, and after you have provided to the Institution copies of all of the Institution's documents and property, including, without limitation, all Deliverables, you will promptly delete duplicates of any of the Institution's materials and property from any such computer or device. You will not, without the express written consent of the Institution, retain, remove or transmit (by electronic mail or otherwise) any such material or property or any copies thereof after the completion of Services or has been determined to take place. You further understand that the Institution's information systems, including electronic mail, voicemail, and the Institution's computer systems, are the Institution's property. You understand and acknowledge that the Institution may obtain access to all information maintained on the Institution's property and that you have no personal privacy interest in any such information. The Institution may waive all or part of its rights arising from this Section 13 without affecting the enforceability of the remainder of the provision or any other parts of the Agreement.
14. Audit: WHOI, during normal business hours and at its own expense, shall have the right to audit all pertinent books and records of IC, and to make reasonable inspections of Independent Contractor's facilities and systems connected to the performance of this Agreement to verify compliance with the terms of this Agreement. WHOI will provide IC notice of any such audit or inspection at least seventy-two (72) hours before it occurs. IC is hereby obligated to maintain complete, accurate, and up-to-date books and records at all times during the course of its dealings with WHOI. The parties agree that a denial of any audit or inspection contemplated herein, or the failure to maintain correct, accurate, and up-to-date books and records, is a material breach of the Agreement.
15. Ownership of Deliverables: The Deliverables constitute "works made for hire" for the Institution, as that phrase is defined in the Copyright Act of 1976, and the Institution will be considered the author and will be the owner of the Deliverables. If any Deliverable does not qualify for treatment as a "work made for hire," or if you retain any interest in any Deliverable for any other reason, you hereby assign and transfer, and will assign and transfer, to the Institution ownership of such Deliverable and all related patents, copyrights, trademarks, trade secrets and all other intellectual property rights, free and clear of any and all liens, pledges, encumbrances or claims. The Institution will have the sole right to determine the treatment of

any such Deliverables, including the right to keep the same as trade secrets, to prepare and execute patent applications thereon, to use and disclose the same without prior patent application, to file registrations for copyright or trademark thereon in its own name, or follow any other procedure that the Institution deems appropriate. To preclude any possible uncertainty the IC, sets forth on Exhibit B attached hereto a complete list of developments that the IC has alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of IC's professional relationship with the Institution that IC considers to be IC's property or the property of third parties and that IC wishes to have excluded from the scope of this Agreement ("Prior Inventions"). IC has also listed on Exhibit B, all patents and patent applications in which IC is named as an inventor, other than those which have been assigned to the Institution ("Other Patent Rights"). If no such disclosure is attached, IC represents that there are no Prior Inventions or Other Patent Rights. If, in the course of IC's engagement with the Institution, IC incorporates a Prior Invention into an Institution product, process or machine or other work done for the Institution, IC hereby grants to the Institution a nonexclusive, royalty-free, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, IC will not incorporate, or permit to be incorporated, Prior Inventions in any Deliverable without the Institution's prior written consent. This Agreement does not obligate IC to assign to the Institution any development which, in the sole judgment of the Institution, reasonably exercised, is developed entirely on your own time and does not relate to the business efforts or research and development efforts in which, during the period of your IC arrangement, the Institution actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Institution. However, IC will also promptly disclose to the Institution any such developments for the purpose of determining whether they qualify for such exclusion.

16. Acquired Property: All acquired or purchased property (including but not limited to equipment, tools, or machinery)("Acquired Property") using WHOI funds or monies, or arising from or related to funds or monies from grants or contracts to WHOI, or billed to WHOI, the title and ownership of such Acquired Property vests in WHOI. As such, upon completion of this Agreement, or upon demand by WHOI, any such Acquired Property shall be returned to WHOI. If Acquired Property purchase is over \$5,000, then IC must comply with WHOI procedures and policies on recording property records.
17. Warranties: You understand that the Institution respects proprietary rights and does not desire to acquire from you any intellectual property or confidential information of third parties. You represent and warrant to the Institution that (a) you are not under any pre-existing obligation inconsistent with the terms of this Agreement; (b) the Services to be performed under this Agreement and the results thereof (including without limitation the Deliverables) will be the original work of IC, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright or other proprietary right or misappropriates a trade secret of any person or entity; (c) any Deliverables provided in electronic form include no computer instructions the purpose of which is to disrupt or damage or interfere with the use of computer and telecommunications facilities or to perform functions which are not an appropriate part of the functionality of the Deliverables and the purpose of which is to disrupt processing; and (d) your performance of the Services does not and will not violate or conflict

with or result in a breach of any terms, conditions, duties or obligations you have to any third party or any other rights of any third party.

18. Export Control: You shall not export, directly or indirectly, any technical data acquired from the Institution, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.
19. Termination: This Agreement will be entered into for a period of 12 months from the Effective Date and will automatically terminate at the end of the 12 month period unless renewed in writing by both parties. Notwithstanding the 12 month period, the Institution or you may terminate this Agreement upon at any time upon at least five (5) business days prior written notice without obligation except for payment to you for actual Services performed prior to termination. Upon termination, you will immediately deliver to the Institution all Deliverables (including work-in-process) and all tangible embodiments of Confidential Information. Within thirty (30) days of termination of this Agreement for any reason, you will submit to the Institution an itemized invoice for any unpaid fees properly payable by the Institution in accordance with the Agreement. The Institution, upon payment of amounts accurately invoiced, shall thereafter have no further liability or obligation to you whatsoever for any further fees or expenses arising under the Agreement. All provisions herein shall survive the termination of this Agreement.
20. Assignment: The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided that, as the Institution has specifically contracted for your services, you may not assign or delegate your obligations under this Agreement either in whole or in part without the Institution's prior written consent
21. Governing Law; Severability: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law applicable to choice of law. Contractor irrevocably agrees and consents that any judicial proceeding arising out of, under or in connection with this agreement shall be adjudged or determined in a Massachusetts court. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.
22. Federally funded projects: Any IC providing service connected to or funded by, in whole or in part, directly or indirectly, by a federal grant or contract ("Federally Funded") must comply with the funding agency's rules and requirements for using funds and billing services. Further, Federally Funded ICs must comply with any and all applicable and valid Executive Order, Federal, State or local law, ordinance, rule or regulation, including the examination of records by the Controller General, the Occupational Health and Safety Act, and the Re-negotiation Act of 1951, as amended, shall be deemed to be incorporated herein. Regulations are incorporated herein by reference. To the extent the Federally Funded project has required flow down terms for subcontractors, the IC shall comply with those requirements as well.
23. Certification of Non-Segregated Facilities: IC agrees that it complies with the Federal Prohibition of Segregated Facilities FAR 52.222-21 (FEB 1999). "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of Written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes, and IC does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The IC agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. IC agrees to include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

24. Certification of Non-Debarment. This Order is subject to the requirements of FAR 52.209-6 as applicable.
25. Equal Employment Opportunity. This Order is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the Secretary of Labor at 41 CFR 60-1 promoting Equal employment Opportunities. This regulation prohibits discrimination against qualified individuals on the basis of their race, color, religion, sex, or national origin as applicable..
26. Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era: This Order is subject to the requirements of 38 U.S.C. 4212 and the regulations of the Secretary of Labor at 41 CFR 60-300. This IC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans as applicable.
27. Affirmative Action For Individuals With Disabilities: This Order is subject to the requirements of Section 503 of the Rehabilitation Act of 1973 and the regulations of the Secretary of Labor at 41-CFR 60-741. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities as applicable.
28. Contract Work Hours And Safety Standards Act-Overtime Compensation: This Order to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 USC 327-333), is subject to the provisions of the Act, including overtime requirements and penalties for violation thereof as applicable.
29. Anti-Kickback Enforcement Act Of 1986: This Order is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 U.S.C. 51-58). By accepting this Order, Vendor (1) certifies that it has not paid kickbacks directly or indirectly to any WHOI employee for the purpose of obtaining this or any other WHOI purchase order, and (2) agrees to cooperate fully with any Federal agency investigating a possible violation of the Act as applicable.
30. Anti-Lobbying: (Where applicable) This Order is subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) as applicable.
31. Restrictions On Certain Foreign Purchases: This Order is subject to the restrictions in FAR52.225-13 as applicable.

32. Restrictions On Human Trafficking: This Order is subject to the requirements of FAR Clause 52.222-50, "Combating Trafficking in Persons" as applicable.
33. Complete Understanding; Modification: This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter and may not be changed or modified unless mutually agreed upon in writing by both parties (only WHOI purchasing officers or Comptroller may agree to modifications, not the WHOI Point of Contact, or other employees).
34. Notices: Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, three days after the date of mailing provided that notice of change of address shall be deemed effective only upon receipt.
35. Legal and Equitable Remedies: You acknowledge that the Services are personal and unique and that you will have access to Confidential Information. The Institution will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Institution may have for a breach of this Agreement without the necessity of posting a bond.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date first written above.

**Woods Hole Oceanographic Institution**

**Independent Contractor**

X \_\_\_\_\_

X \_\_\_\_\_

By: Matt Agnese

By:

Its: Procurement Manager

Its:



# Respectful Workplace and Violence Prevention

## Policy Information

**Issue Date:** August 3, 2000

**Revision Date:** July 5, 2012

**Primary Contact:** Director of Human Resources

**Responsible Member of Directorate:** President and Director

**Responsible Office:** Human Resources

## Policy Statement

The Woods Hole Oceanographic Institution is committed to providing a positive working and learning environment free from violence and threatening behavior. Individuals should be treated with courtesy and respect at all times.

## Reason for Policy

The Woods Hole Oceanographic Institution is committed to providing a positive working and learning environment free from violence and threatening behavior. Individuals should be treated with courtesy and respect at all times.

## Prohibited Conduct

The Institution will not tolerate threats, threatening conduct, or any other acts of aggression or violence in the workplace. This policy covers employees, postdocs, students, guests, and other individuals who have a relationship with the Institution which enables the Institution to exercise some control over their conduct in places and activities that relate to the Institution's business (e.g., Trustees, Corporation members, contractors, vendors, customers, etc.) In addition, this policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes time at sea or in the field, business trips and business-related social events.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making threatening remarks;
- Behaving in an aggressive or hostile manner that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging Institution property or property of another employee;
- Possessing (whether or not the individual is licensed) firearms, weapons, and other dangerous or hazardous devices or substances\* while on Institution property or while on Institution business (except as expressly authorized on Institution vessels by the Ship Operations Manager);
- Committing acts of harassment including, but not limited to, harassment that is based on an individual's gender, race, color, national origin, age, sexual orientation, religion, disability or any characteristic protected by federal, state or local law.

\*Legal, chemical dispensing devices sold commercially for personal protection (i.e. pepper sprays) are not prohibited by this policy provided they are being carried for the express purpose of self-defense and are not being used in an instigative, aggressive or threatening manner.

## Responsibilities & Reporting

Individuals are responsible for:

- refraining from acts of violence or threatening behavior and seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and

# Harassment (Policy Against)

Policy Information

**Issue Date:** February 7, 2003

**Revision Date:** July 3, 2012

**Primary Contact:** Director of Human Resources and EEO Officer

**Responsible Member of Directorate:** Vice President of Finance & Administration

**Responsible Office:** Human Resources

## Policy Statement

The Woods Hole Oceanographic Institution is committed to maintaining a positive working and learning environment, and an environment free of illegal discrimination and harassment. Institution scientists, administrators, managers and supervisors ashore and at sea are obligated to strongly support this effort; all shore-based and at-sea employees, postdocs and students of the Institution are expected to support this goal.

## Reason for Policy

The Woods Hole Oceanographic Institution is committed to providing a positive working and learning environment free from violence and threatening behavior. Individuals should be treated with courtesy and respect at all times.

## Who Should be Familiar with this Policy

Employees

Postdocs

Students

Other individuals who have a relationship with the Institution that enables the Institution to exercise some control over their conduct in places and activities that relate to the Institution's business (e.g. Trustees, Corporation members, contractors, vendors, customers, etc.)

## Contacts

EEO Officer/Title IX Coordinator

EEO@whoi.edu

(508) 289-2705

WHOI Ethics Hotline

[www.whoi.ethicspoint.com](http://www.whoi.ethicspoint.com)

866-868-0920

## Definitions & Responsibilities

These definitions apply to these terms as they are used in this policy.

### Sexual Harassment

Sexual harassment means unwelcome sexual advances, requests for sexual favors, and any written, verbal or physical conduct of a sexual nature when:

submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a postdoc or student's status in a course, program or activity;

	<p>submission to or rejection of such conduct is used as a basis for academic or employment decisions affecting that individual; or</p> <p>such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational experience and/or creating an intimidating, hostile, humiliating, or offensive working, academic, or living environment.</p>
<p><b>Other Discriminatory Harassment</b></p>	<p>Other discriminatory harassment means written, verbal or physical conduct, whether on or off the premises, which has the intent or effect of unreasonably interfering with any individual's or group's academic or work performance or which creates an intimidating, hostile or offensive educational or work environment, when such conduct is based upon race, color, religious creed, national origin, ancestry, gender, gender identity, age, handicap (disability), mental illness, retaliation, sexual orientation, and genetics, or status as a veteran.</p>
<p><b>Condition of Employment/Status in a Program</b></p>	<p>Compliance with this policy is a condition of each employee's employment and of each student or postdoc's status in a program. Employees, postdocs, and students are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the EEO Officer/Title IX Coordinator.</p>
<p><b>Where and When Policy Applies</b></p>	<p>This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes time at sea or in the field, business trips and business-related social events.</p>
<p><b>Use of Institution Property</b></p>	<p>Institution property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access), at sea and on shore, may not be used to engage in conduct that violates this policy.</p>
<p><b>Sexual Harassment</b></p>	<p>Sexual harassment is unlawful. For purposes of this policy, sexual harassment means unwelcome sexual advances, requests for sexual favors, and any written, verbal or physical conduct of a sexual nature when:</p> <ol style="list-style-type: none"> <li>1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a postdoc or student's status in a course, program or activity;</li> </ol> <p>submission to or rejection of such conduct is used as a basis for academic or employment decisions affecting that individual; or</p> <p>such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational experience and/or creating an intimidating, hostile, humiliating, or offensive working, academic, or living environment.</p>
<p><b>Other Discriminatory Harassment</b></p>	<p>For purposes of this policy, other discriminatory harassment means written, verbal or physical conduct, whether on or off the premises, which has the intent or effect of unreasonably interfering with any individual's or group's academic or work performance or which creates an intimidating, hostile or offensive educational or work environment, when such conduct is based upon age, race, color, national origin, gender, gender identity, sexual orientation, religion, creed, disability or status as a veteran.</p>

<p><b>Forms of Sexual Harassment and Other Discriminatory Harassment</b></p>	<p>Sexual harassment and other discriminatory harassment can take many forms. It can be blatant or subtle, verbal or physical, printed on paper or communicated electronically. Examples of conduct that can, depending on the circumstances, constitute sexual or other discriminatory harassment are:</p> <ul style="list-style-type: none"> <li>• Outright propositions/improper suggestions or requests for sexual favors</li> <li>• Threats or promises regarding compliance with sexual behavior</li> <li>• Sexist, racial or ethnic jokes, slurs, or cartoons; lewd or obscene remarks; disparaging remarks relating to gender, race, ethnicity, etc.</li> <li>• Abuse, insults, or jokes concerning sexual orientation, including insinuations or offensive comments about private life or lifestyle</li> <li>• Sexual or racial innuendoes or offensive sexual or racial statements disguised or presented as humorous</li> <li>• Unwanted physical conduct, including touching, pats, hugs, squeezes, brushing against, putting arm around another person</li> <li>• Unwelcome advances such as repeatedly asking someone out on a date in spite of past refusals</li> <li>• Actions or sounds – whistling, cat-calls, suggestive sounds, obscene gestures, display of offensive pictures or graffiti that would be found offensive by a reasonable colleague</li> <li>• Stalking or following someone in an unacceptably unprofessional fashion</li> <li>• Imbalance of attention, whether it be positive or negative, towards one employee, postdoc or student based upon gender or race that has the intent or effect of providing an inequitable work or educational environment</li> <li>• Any form of assault – sexual or otherwise.</li> </ul>
<p><b>Offensive Conduct</b></p>	<p>Offensive conduct of a sexual nature or offensive conduct relating to age, race, color, national origin, gender, gender identity, sexual orientation, religion, creed, disability or veteran status will not in all cases constitute sexual harassment or discriminatory harassment as defined in this policy. However, such offensive conduct can be detrimental to the Institution's working and learning environment. Therefore, such offensive conduct is also a violation of this policy, even if it does not meet the standard for sexual harassment or other discriminatory harassment.</p>
<p><b>Retaliation</b></p>	<p>It is also unlawful and a violation of this policy to retaliate against an individual for making a report of sexual harassment or other discriminatory harassment or for cooperating with an investigation of a complaint of sexual harassment or other discriminatory harassment.</p>

**Definitions & Responsibilities**

<p><b>Reporting Perceived Harassment</b></p>	<p>Employees of the Institution, postdocs and students should report promptly any incident of perceived harassment affecting them or others according to the procedure below:</p> <p>Whenever possible, such incidents should be reported to the supervisor or academic advisor, department head or administrator, ship's Captain or Chief Scientist, or other appropriate resource personnel. The individual to whom the incident is reported should ordinarily report a serious allegation to the EEO Officer/Title IX Coordinator. The EEO</p>
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	<p>Officer is available to help an employee, postdoc or student resolve concerns while offering as much privacy and confidentiality as the Institution can provide under the circumstances.</p> <p>If the circumstances warrant an investigation, the EEO Officer/Title IX Coordinator or designee will investigate the allegations, typically including interviewing anyone identified as an offending individual and witnesses who may have relevant information. The investigation will be undertaken promptly. While the location of incidents (e.g., at sea) may affect the timing of an investigation, the Institution will strive to complete an investigation as promptly as can reasonably be expected under the circumstances.</p> <p>An alternative resource for employees, postdocs, and students is OpenLine. OpenLine is an outside service which provides a neutral, independent, confidential resource to help with resolving concerns in an informal manner acceptable to the individual. Employees, postdocs, and students can access the OpenLine by phoning 508-566-OPEN (6736) or emailing <a href="mailto:openline@comcast.net">openline@comcast.net</a>. Communications with the OpenLine are not considered official notice to the Institution and are confidential to the full extent possible unless or until the individual decides otherwise.</p> <p>Initially, resolution through informal means is encouraged and, in most instances, will be satisfactory. However, if the problem remains unresolved, more formal action, including an investigation, may be taken.</p> <p>Whether the report is made informally (through OpenLine) or formally (through the EEO Officer/Title IX Coordinator), it will be handled as discreetly and with as much confidentiality as is reasonably possible.</p> <p>In situations where an individual prefers to place an anonymous report in confidence, they are encouraged to use the WHOI Ethics Hotline, hosted by a third party hotline provider, EthicsPoint.</p> <p>WHOI Ethics Hotline: 866-868-0920</p> <p>Website: <a href="http://www.who.ethicspoint.com">www.who.ethicspoint.com</a>.</p> <p>The information provided through the WHOI Ethics Hotline noted above will be shared with the Institution's EEO Officer/Title IX Coordinator by EthicsPoint on a completely confidential and anonymous basis. Unless the individual allows differently, personal contact information will not be shared. Means of communication between individuals filing a report and the Institution's EEO Officer/Title IX Coordinator will be facilitated entirely through EthicsPoint. The WHOI Ethics Hotline noted above should not be used casually or inappropriately.</p>
<p><b>Other Reporting</b></p>	<p>The Institution strongly encourages employees, postdocs and students to bring any concerns about possible sexual or other discriminatory harassment to the Institution's attention. Inquiries may also be directed to the agencies responsible for government enforcement of employment discrimination laws as listed below:</p> <p>Massachusetts Commission Against Discrimination  One Ashburton Place, Rm. 601  Boston, MA 02108  (617) 994-6000</p> <p>United States Equal Employment Opportunity Commission  One Congress Street, 10th Floor</p>

	Boston, MA 02114 (617) 565-3200
<b>Violations</b>	<p>As with any other Institution EEO policy, individuals found in violation of this policy are subject to disciplinary action, which can include counseling, warnings, transfers, suspensions, reductions in pay or duties, and termination of employment.</p> <p>Appropriate disciplinary action also will be taken against anyone who engages in any retaliation against a person reporting sexual harassment or other discriminatory harassment or against any other person who cooperates with an investigation into alleged violations of this policy.</p>

- reporting to the appropriate Institution authority (i.e., immediate supervisor, department head, /EEO Officer/Title IX Coordinator, Security) any dangerous or potentially dangerous or threatening situations that occur at the Institution. No one should attempt to handle a dangerous situation alone.
- In non-immediately threatening situations where individuals may prefer to place an anonymous report in confidence, they are encouraged to use the WHOI Ethics Hotline, hosted by a third party provider, EthicsPoint.

WHOI Hotline: 1-866-868-0920

Website: [www.who.ethicspoint.com](http://www.who.ethicspoint.com)

The information provided through the WHOI Ethics Hotline noted above will be shared with the Institution's EEO Officer/Title IX Coordinator by EthicsPoint on a completely confidential and anonymous basis. Unless the individual allows differently, personal contact information will not be shared. Means of communication between individual filing a report and the Institution's EEO Officer/Title IX Coordinator will be facilitated entirely through EthicsPoint.

Although not mandatory, individuals are encouraged to report situations that occur outside of the Institution that may affect Institution safety, i.e., instances involving individuals affiliated with the Institution when law enforcement has been involved in a dispute, orders of protection have been issued, etc.

### **Investigation and Enforcement**

The Institution will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical and reasonably possible. Any individual determined to be responsible for conduct that is in violation of this policy will be subject to disciplinary action, up to and including termination of employment or appointment, arrest and prosecution

### **Risk Reduction Measures**

Information regarding warning signs and risk reduction measures may be found at <http://www.who.edu/HR/page.do?pid=22079>.

The Institution provides the services of an outside, independent, confidential Employee and Student Assistance Program (ESAP) for all employees, postdocs and students. You are encouraged to use these services should you feel the need for guidance. Up to five (5) visits are covered at no cost to the employee, postdoc, student or family member. The ESAP may be contacted directly at (800) 828-6025 or (508) 842-2780.