

Additional Terms and Conditions  
Various NAVAIR Programs  
(Basic Ordering Agreement No. N00019-15-G-0026)

All of the additional terms and conditions set forth below are incorporated herein and made part of this Order. Any conflict between any of the conditions contained in this form and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in this form.

**I. Changes to Terms and Conditions**

- A. The February 2014 version of the DoD FAR Supplement 252.227-7013 and 252.227-7014 clauses apply to this Order.
- B. The following changes are made to the clause entitled, "FAR and DFARS Provisions/Clauses":
  - 1. Add the following FAR clauses:
    - 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
    - 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2019-O0005) & ALT IV
    - 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-O0003)
    - 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
    - 52.227-1 AUTHORIZATION AND CONSENT (ALT I)
    - 52.243-7 NOTIFICATION OF CHANGES  
*(Under paragraph b, the notification period is 60 days, under paragraph d, the response time is 120 days)*
    - 52.245-9 USE AND CHARGES
    - 52.246-26 REPORTING NONCONFORMING ITEMS
  - 2. Add the following DFARS clauses:
    - 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
    - 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
    - 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
    - 252.211-7003 ITEM IDENTIFICATION AND VALUATION  
*(Items requiring Unique Item Identification shall be identified on the resultant Order)*
    - 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OTHER THAN CERTIFIED COST OR PRICING DATA-BASIC
    - 252.219-7003 (DEV) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) – BASIC (DEVIATION 2018-O0007)
    - 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-

- OWNED SMALL BUSINESS SUBCONTRACTING PLAN  
(TEST PROGRAMS)
- 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS – BASIC
  - 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
  - 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT  
*(Applicable to Orders that supports Task Order N00019-18-F-2337 (CLINs 0091 and 0092))*
  - 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
  - 252.234-7003 NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEMS  
*(Applicable at \$50M)*
  - 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEMS  
*(Applicable at \$50M)*
  - 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
  - 252.239-7018 SUPPLY CHAIN RISK
  - 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
  - 252.242-7005 CONTRACTOR BUSINESS SYSTEMS
  - 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION
  - 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
  - 252.247-7023 TRANSPORTATION BY SEA OF SUPPLIES (ALT I)

- 3. Delete the following DFARS clauses:
  - 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES

## II. ADDITIONAL CONDITIONS

### 1. COMPLIANCE WITH RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS CLAUSE

Seller must comply with the provisions of DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals and is required to notify all subcontractors at all levels to comply with the provisions of this clause through inclusion of DFARS 252.225-7009 in its Subcontracts and Purchase Orders. Seller and its subcontractors must deliver compliant hardware pursuant to the requirements of this Order.

### 2. CONTRACTOR EMPLOYEES (NAVAIR 5252.211- 9510)

- a. In all situations where Seller personnel status is not obvious, all Seller personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such Seller personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the Seller employee(s) shall:
    - (1) Not by word or deed give the impression or appearance of being a Government employee;
    - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the Order;
    - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
    - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
    - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
  - b. If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer of the controlling prime contract.
  - c. The Contracting Officer of the controlling prime contract will make final determination of compliance with regulations with regard to proper identification of Seller employees.
3. DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511)
- a. During the performance of this Order, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government or Northrop Grumman Systems Corporation. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government or Northrop Grumman Systems Corporation during performance.
  - b. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Seller. The Seller is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
  - c. Since the ISC is neither an employee nor an agent of the Government or Northrop Grumman Systems Corporation, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Northrop Grumman Systems Corporation.
  - d. The Seller acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is

proprietary to the Seller.

- e. To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and Seller, the Seller agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer and the Buyer.

4. PROVISIONAL ACCEPTANCE

- a. If at the delivery date stated herein the supplies are not complete or otherwise are not in conformity with the requirements of this Order, Buyer may, nevertheless, direct their delivery and may provisionally accept them upon such inspection of the supplies as Buyer shall deem appropriate. Provisionally accepted supplies shall be completed or otherwise brought into conformity with Order requirements by Seller at Seller's expense and as directed by Buyer. Alternatively, Buyer may elect to either perform such work at Seller's expense or to retain the non-conforming supplies, in which event the price shall be equitably reduced.
- b. If supplies are otherwise ready for delivery hereunder prior to completion of the qualification tests required by this order or by any prior order with Seller for supplies of the type to be delivered hereunder, Buyer may nevertheless direct the Seller to deliver such supplies and may provisionally accept such supplies upon (1) satisfactory completion by Seller of the acceptance tests for the supplies concerned, and (2) such other inspection of the supplies as Buyer may deem appropriate. In the event that supplies have been provisionally accepted hereunder, Seller shall, as a condition precedent to final acceptance, be obligated to complete such qualification tests successfully and to incorporate in all such supplies at no increase in Order price, (1) all corrections of a type required to pass qualification tests, and (2) replacement for non-approved, non-standard parts.
- c. Pending final acceptance of supplies which have been provisionally accepted, Buyer may, in his/her discretion, withhold such portion of the Order price as may be appropriate.
- d. Nothing in this clause shall affect the Seller's obligation under other clauses of this Order.

5. CONTRACTOR ENGINEERING SERVICES (CES) AUTHORIZED TO SUPPORT THE JAPANESE AIR SELF DEFENSE FORCE (JASDF) OUTSIDE THE UNITED STATES EVACUATION PROCEDURES (applicable to Sellers performing engineering services in Japan)

a. General

- (1) This clause applies when Seller personnel are authorized to support the JASDF in the country of Japan in the event of an evacuation from the foreign country (mandatory or non-mandatory) is issued by the United States (U.S.) Embassy or the Department of State (DOS).

b. Evacuation

- (1) Mandatory Evacuation: In the event the U.S. Embassy or the U.S. DOS orders that all non-essential American Citizens must evacuate from Japan (mandatory

evacuation), that order shall serve as authorization for the Supplier CES team to stop work and evacuate at the Seller's discretion. Costs associated with Seller travel and Seller dependent travel for evacuation, relocation, and/or reentry shall be allowable to the extent permitted by the Cost Accounting Standards (CAS) applicable to this Order. Authorization to return to Japan shall only be approved by the entity that made the official order, and authorized by the release of an official notice that it is safe/advised to return.

- (2) Non-mandatory Evacuation: In the event the U.S Embassy or the DOS advises that all non-essential American Citizens should evacuate from Japan (non-mandatory evacuation), the Seller shall notify the Buyer in writing not later than 5 calendar days from the date on which it became known to the Seller that a non-mandatory evacuation was advised. The Seller shall include in the notification a recommendation to the Government and Northrop Grumman whether to order the Seller to stop work and evacuate at the Seller's discretion, and the Buyer will respond to the Contractor within 15 calendar days.
- (3) Not later than 45 days from the date of return to Japan, the Seller shall submit to the Buyer, in accordance with the Seller's disclosure statement-
  - (i) An adequate proposal for reimbursement of costs associated with the evacuation and return to Japan;
  - (ii) The notice(s) to evacuate from/return to Japan.
- (4) Upon receipt of the submission required by paragraph (3), the Buyer will consider negotiating a modification to the Order to adjust the applicable terms and conditions along with the price to account for any or all of the associated costs of the evacuation from and/or return to Japan.

5. CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DFARS 252.225-7976 DEVIATION 2018-O0019) (applicable to Sellers performing services in Japan)

(a) Definitions. As used in this clause—

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement,

available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf)

- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
  - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
  - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or
  - (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
  - (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
  - (v) Is an employee of a military banking facility; or
  - (vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
- (2) The technical qualification of the contractors involved;
- (3) The unavailability of materials or services required by United States standards; and
- (4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

(b) General.

- (1) This clause applies to SOFA-covered contractor personnel when performing in Japan.

The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

- (2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—
  - (i) USFJ Instruction 64-100, Contract Performance in Japan;
  - (ii) USFJ Instruction 36-2811, Indoctrination Training Programs;
  - (iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and
  - (iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.
- (3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.
  - (i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.
  - (ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.
  - (iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.
  - (iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.
- (4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at [pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.
- (5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) Support.

- (1) Security plan. The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.
- (2) Letter of authorization. A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.
  - (i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.
  - (ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.
  - (iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.
- (3) SOFA-status contractor personnel privileges. Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:
  - (i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.
  - (ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.
  - (iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.
  - (iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.
  - (v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.
  - (vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on



- income derived from Japanese sources.
- (vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.
  - (viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.
  - (ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
- (4) Logistical Support.
- (i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:
    - (A) Base Exchange, including exchange service stations, theaters, and commissary.
    - (B) Military banking facilities.
    - (C) Transient billeting facilities.
    - (D) Open mess (club) membership, as determined by each respective club.
    - (E) Casualty assistance (mortuary services), on a reimbursable basis.
    - (F) Emergency medical care, on a reimbursable basis.
    - (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
    - (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
    - (I) Postal support, as authorized by military postal regulations.
    - (J) Local recreation services, on a space-available basis.
    - (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
    - (L) Issuance of personal vehicle license plates.
  - (ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.
- (5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their

country.

(d) Compliance with laws and regulations.

- (1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—
  - (i) United States, host country, and third-country national laws;
  - (ii) Provisions of applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
  - (iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.
- (3) The Contractor shall ensure that all contractor personnel are aware—
  - (i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and
  - (ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:
  - (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
  - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
  - (iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
  - (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;
  - (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
  - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;
  - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or
  - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or

<http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>.

Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

- (8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—
    - (A) Hold their own identity or immigration documents, such as passport or driver's license;
    - (B) Receive agreed upon wages on time;
    - (C) Take lunch and work-breaks;
    - (D) Elect to terminate employment at any time;
    - (E) Identify grievances without fear of reprisal;
    - (F) Have a copy of their employment contract in a language they understand;
    - (G) Receive wages that are not below the legal in-country minimum wage;
    - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
    - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
  - (ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
  - (iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
    - (i) All required security and background checks are complete and acceptable.
    - (ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.
    - (iii) All such personnel performing in support of an applicable operation—
      - (A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and
      - (B) Have received all required immunizations as specified in the foreign clearance guide.
      - (C) All immunizations shall be obtained prior to arrival in Japan.
      - (D) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
    - (iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.
    - (v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel

traveling under DoD sponsorship.

- (2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—
  - (i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
  - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
  - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));
  - (iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);
  - (v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and
  - (vi) Contractor personnel will be provided victim and witness protection and assistance.
- (f) Personnel data.
  - (1) The Contractor shall—
    - (i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;
    - (ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:
      - (A) A Common Access Card (CAC) or a SPOT-approved digital certificate.
      - (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;
    - (iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;
    - (iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at

[http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

- (v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.
- (2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.
- (g) Contractor personnel.
  - (1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.
    - (i) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—
      - (A) United States and host country laws;
      - (B) Treaties and international agreements;
      - (C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and
      - (D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.
    - (ii) Removal and replacement of Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.
  - (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.
  - (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
  - (4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.
- (h) Protective equipment.
  - (1) Contractor personnel may wear military-unique organizational clothing and individual

equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

- (2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.
- (3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Evacuation.

- (1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) Next of kin notification and personnel recovery.

- (1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) Mortuary affairs. Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.