Policy Against Trafficking in Persons
(Effective 12/1/2017)

1.0 Purpose

Kingsbury, Inc. ("Kingsbury") is committed to complying with the Trafficking Victims Protection Act of 2000, Executive Order 13627, and all related laws and regulations, which set forth restrictions on trafficking in persons. These laws prohibit, among other things, Kingsbury and its employees, agents, representatives, and subcontractors, on all applicable U.S. Government Contracts (referred to in this Policy as “contracts”), from engaging in persons trafficking activities, and severe forms of trafficking in persons, including but not limited to the recruitment, harboring, transportation, provision, or obtaining of a person for labor or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purposes of subjecting to involuntary servitude, peonage, debt bondage, slavery, and/or sex trafficking.

This policy outlines the Company’s commitment to ensuring compliance with these laws, and its efforts to promptly identify and correct any violations of these laws, and all related prohibited conduct.

2.0 Prohibited Conduct

Trafficking Victims Protection Act of 2000, Executive Order (“E.O.”) 13627, the Federal Acquisition Regulations (“FAR”), and Defense Federal Acquisition Regulations (“DFAR”) establish restrictions on trafficking in persons and prohibit all federal contractors and subcontractors from engaging in the activities described below (all relevant terms and phrases are defined in the Definitions section of this policy).

Accordingly, Kingsbury, its employees, subcontractors, subcontractor employees, and their agents are prohibited from:

- Engaging in “severe forms” of trafficking in persons;
- Procuring commercial sex acts;
- Using forced labor in the performance of the contract;
- Using child labor (defined as child as anyone under the age of sixteen, unless local law is more restrictive) in the performance of the contract;
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee’s identity or immigration documents;
- Providing or arranging housing that fails to meet the host country housing and safety standards;
- Using misleading or fraudulent practices during the recruitment of employees, including for example:
  - Failing to accurately convey the key terms and conditions of employment, such as wages and fringe benefits, the location of work, any significant costs to be charged to the employee, and if applicable, the hazardous nature of work; and
  - To the extent an entity subject to this policy is providing or arranging housing, failing to accurately convey the key terms and conditions of living and housing conditions, and any associated costs.
- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charging employees recruitment fees;
- Failing to provide return transportation upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into the country for the purpose of working on a government contract or subcontract; and
- If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work document.
3.0 Kingsbury Reporting Requirements

Notification Requirements

Kingsbury, as required by law, will immediately inform the Contracting Officer for any contract subject to this Policy, as well as the agency Inspector General, of the following:

- Any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates this Policy (if that clause is included in the solicitation or contract, which requires disclosure to the agency Inspector General); and
- Any actions taken against an employee, subcontractor, subcontractor employee, or their agent pursuant to this Policy. If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

Other Reporting and Cooperation Obligations

In order to enforce this Policy, and as required by law, Kingsbury shall also:

- Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000, Executive Order 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

4.0 Compliance Plan

Kingsbury will develop a compliance plan for any portion of a contract that (1) is for supplies, other than commercially available off-the-shelf (“COTS”) items, to be acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds $500,000:

Kingsbury has adopted and maintains this Policy, which prohibits, for example, the following:

- An awareness program to inform our employees about this policy, and its prohibited trafficking-related activities, and the actions that will be taken against the employee for violations;
- A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline (see below Reporting Policy);
- A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance;
- A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards; and
- Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons, and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
This Policy, in its entirety, will be included in any compliance plan. Additional provisions will be added to each compliance plan, as needed, to develop a compliance plan specific to a contract so that the compliance plan is appropriate to the size and complexity of the contract and the nature and scope of its activities, including the number of non-U.S. citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

**Awareness Training**

Additional awareness training and/or copies of written materials will be provided to employees, as needed, to make employees aware of compliance plans developed for specific contracts.

**Posting**

Kingsbury will post the relevant contents of each compliance plan no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on Kingsbury’s website. If posting at the workplace or on Kingsbury’s web site is impracticable, Kingsbury will provide the relevant contents of the compliance plan to each worker in writing.

5.0 **Subcontractor Requirements**

Kingsbury provides its subcontractors with copies and/or links for accessing this Policy, the content of Executive Order 13627, and the final rule implementing the Executive Order. Kingsbury informs its subcontractors/suppliers of its expectation that they comply with those rules, as applicable, and provides the additional information and resources set forth in the comments to the final rules.

**Subcontractor Solicitation Provisions**

Kingsbury will insert the clause(s) attached to this Policy at:

- Appendix B in all subcontracts that are where one or both of the following are true: (1) it is NOT possible that at least $500,000 of the value of the contract may be performed outside the United States; and/or (2) the acquisition is entirely for commercially available off-the-shelf items.

- Appendix C in all subcontracts (instead of the Appendix B) if the requirements for use of Appendix B are met and the contract will be performed outside the United States (as defined at 22.1702) and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of “off-limits” local establishments) that apply to contractor employees at the contract place of performance.

**Subcontractor Certification**

For any subcontract that (1) is for supplies, other than commercially available off-the-shelf (“COTS”) items, to be acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds $500,000, prior to award of a subcontract, Kingsbury will obtain from the subcontractor, a certification that:

- The subcontractor has implemented a compliance plan; and
- After having conducted due diligence, either:
  - To the best of the subcontractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents, has engaged in any activities prohibited by this Policy and the applicable laws and regulations underlying this Policy; or
  - If abuses relating to any of the prohibited activities identified in this Policy and the applicable underlying laws and regulations have been found, the subcontractor has taken the appropriate remedial and referral actions.

Kingsbury will obtain annual certifications of the above from the subcontractor during performance of the contract. See Appendix A for this subcontractor certification.
6.0 Reporting Violations or Suspected Violations

All employees may report, without fear of retaliation, all activity or suspected activity that may be inconsistent with this Policy by notifying the Manager of Human Resources. All complaints of suspected activity will be investigated promptly, and Kingsbury shall take all necessary action to identify and to immediately correct any violations of this Policy, and to prevent recurrence of the violation. All employees are required to cooperate in these investigations.

Anyone found to have violated this Policy will face potential consequence, as outlined in this policy.

Other Reporting Methods/Additional Information

Employees may also report any such activity, also without fear of reprisal, to the United States Department of Defense’s Human Trafficking Hotline, either by phone at 1-844-888-FREE, or via email to help@befree.org. Employee may also contact the Department of Defense via these methods in order to learn more about human trafficking, or to make other related inquiries.

No Retaliation

No employee shall be discharged or retaliated against in any manner because that employee made a complaint under this policy, or assisted in the investigation of a complaint (unless that complaint is made in bad faith). Any violation of this non-retaliation Policy should be reported to your supervisor or another member of the management team at your first opportunity.

7.0 Consequences of Violating Policy

Any violation of this Policy is a serious matter, and any person or entity who violates this Policy (including Kingsbury’s employees and agents, or any subcontractors) could face potentially serious consequences, including but not limited to removal of a subcontractor from the contract, reduction in benefits, and termination from employment.

Depending on nature of the violation, Kingsbury may take other action up-to and including termination, against employees, agents, or subcontractors who violate this Policy. Kingsbury may also take other steps necessary to correct and prevent a repeat of the violation, consistent with this Policy.

Violation of this Policy may also include sanctions imposed by the Government, including:

- Removal of an employee or employees from the performance of the contract;
- Termination of a contract;
- Suspension of payments until the appropriate remedial action is taken;
- Other sanctions imposed by the Government, including loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined non-compliance; declining to exercise available options under the contract; or termination of a contract for default or cause, in accordance with the termination clause of a contract; or suspension or debarment.

8.0 Definitions

As used in this policy, the following terms are defined as follows:

The term “agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of Kingsbury.

The term “coercion” means:
- Threats of serious harm to or physical restraint against any person;
- Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- The abuse or threatened abuse of the legal process.

The term “commercial sex act” means any sex act on account of which anything of value is given to or received by any
The term “debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

The term “forced Labor” means: knowingly providing or obtaining the labor or services of a person:

- By threats of serious harm to, or physical restraint against, that person or another person;
- By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

By means of the abuse or threatened abuse of law or the legal process.

The term “involuntary servitude” includes a condition of servitude induced by means of:

- Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

The abuse or threatened abuse of the legal process. The term “severe forms of trafficking in persons” means:

- Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in the person induced to perform such act has not attained 18 years of age; or
- The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

The term “sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

The term “subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

The term “subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
Appendix A

Subcontractor Certifications and Agreements Regarding Compliance with Policy Against Trafficking in Persons

Certifications

In connection with performance of Contract Number [enter number here] (“Contract”), [Full Name of Subcontractor] (“Subcontractor”) hereby certifies that:

(1) Subcontractor has been provided with copies and/or links for accessing Kingsbury’s Policy Against Trafficking in Persons, the content of Executive Order 13627, the final rule implementing the Executive Order, and the additional information and resources set forth in the comments to the final rules, and has read and understands these materials;

(2) Subcontractor has implemented a compliance plan consistent with the requirements of Federal Acquisition Regulation 22.1703 and, at least, the minimum requirements of 52.222–50(h); and

(3) After having conducted due diligence (select one option):
   - To the best of the subcontractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents, has engaged in any activities prohibited by 52.555-50(b) and/or by Kingsbury’s Policy Against Trafficking in Persons; or
   - If abuses relating to any of the prohibited activities identified in 52.222–50(b) and/or Kingsbury’s Policy Against Trafficking in Persons have been found, the subcontractor has taken the appropriate remedial and referral actions;

Subcontractor agrees to provide these certifications annually during performance of the Contract.

Agreements

Additionally, as required by law, Subcontractor agrees to:

(1) Disclose to the contracting officer for the Contract and the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(2) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents;

(3) Cooperate fully in providing reasonable access to their facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act (22 U.S.C. chapter 78), Executive Order 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(4) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and not to prevent or hinder the ability of these employees from cooperating fully with Government authorities.
Appendix B

Combating Trafficking in Persons (Mar 2015)

(a) Definitions. As used in this clause—

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means—

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced
Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is
seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee’s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government’s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause 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) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.
(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non–United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government’s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.
(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
Appendix C

Combating Trafficking in Persons (Mar 2015)

(a) Definitions. As used in this clause—

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means—

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced
to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is
seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee’s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i)(A) The United States Government’s policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

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<th>Document may be obtained from:</th>
<th>Applies to Performance in/at:</th>
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.
(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause 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) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from
cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non–United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government’s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.
(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
Contractor Responsibilities

The United States has a “zero tolerance” policy against trafficking in persons. All U.S. Government contracts are required to prohibit contractors, subcontractors, and their employees from:

- Engaging in severe forms of trafficking in persons during the performance of the contract
- Procuring commercial sex acts during the period of performance of the contract
- Using forced labor in the performance of the contract
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee’s identity or immigration documents
- Using misleading or fraudulent practices during the recruitment of employees or offering of employment
- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place
- Charging employees recruitment fees
- Failing to provide return transportation or pay for the cost of return transportation upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract

Worker Rights

Employees supporting U.S. installations abroad have many rights, including to:

- Hold their own passport or other identification documents
- Receive agreed upon wages on time
- Take lunch and work breaks
- Elect to terminate employment at any time
- Identify grievances without fear of reprisal
- Have a copy of their employment contract in a language they understand
- If housing is provided, live in housing that meets host-country housing and safety standards

Report suspected human trafficking to the Department of Defense Inspector General Hotline at:
I-800-424-9098 or dodig.mil/hotline.

For 24/7 assistance, call the National Human Trafficking Resource Center at 1-888-373-7888.

The National Human Trafficking Resource Center (NHTRC) is a national, toll-free hotline available to answer calls from anywhere in the country, 24 hours a day, 7 days a week, every day of the year. The NHTRC is not a law enforcement or immigration authority and is operated by a nongovernmental organization.

VIOLATORS FACE SEVERE CONSEQUENCES, INCLUDING LOSS OF ALL U.S. GOVERNMENT BUSINESS

Fair Treatment for All Workers

If your organization receives defense contract funding from the U.S., you must ensure your workers are treated in accordance with U.S. law and regulation.

Supporting U.S. Installations Abroad

U.S. Department Of Defense
The success of any U.S. contingency operation—whether military engagement or response to natural disaster—depends upon the quality of its contracting support. All U.S. Department of Defense organizations use contractors to provide essential services. When the contingency is abroad, the U.S. often relies on local companies to provide these services, either directly or by subcontract. To receive these funds, local companies must abide by the terms and conditions of the contract.

A commitment to Combating Trafficking in Persons is an essential requirement in any U.S. Department of Defense contract. This means organizations who receive U.S. funding face consequences if they employ people who are compelled into labor through force, fraud, or coercion or who are forced to commit sex acts. Trafficking in Persons is a form of modern-day slavery that is strictly forbidden.

If you are aware of any situation that involves recruiting, harboring, providing, or obtaining victims, immediately notify your Contracting Officer—the U.S. government official responsible for the contract.

Rigorous U.S. Inspections to Prevent Abuses

Performance of U.S. Department of Defense (DoD) contracts are monitored by Contracting Officer’s Representatives (CORs)—individuals who serve as DoD’s “eyes and ears” at military installations where services are performed. CORs receive training to help them spot the warning signs for human abuses. Any findings will be reported to the Contracting Officer for appropriate action.

The DoD Inspector General periodically evaluates DoD contracts for compliance with the “Trafficking Victims Protection Act” by conducting site visits at U.S. military installations. The DoD Hotline is available to report suspected trafficking in persons:

DoD Hotline Website:

dodig.mil/hotline

DoD Hotline Telephone:

From U.S. installations with DSN access:
94-800-424-9098

Within U.S.:
800-424-9098 (toll free) OR
703-604-8799

Outside U.S.:
00-1-703-604-8799

Company Self-Reporting

Companies should prohibit human rights violations, remove employees who engage in them, and report such actions to the U.S. Contracting Officer. Self-correction can save you from severe consequences. If human rights abuses occur under a U.S. DoD contract, significant penalties are possible, including:

• Administrative actions:
  – Order to remove employee
  – Order to terminate a subcontract
  – Termination of contract
  – Placement on suspension or debarment list, making you ineligible for business with the U.S. government

• Legal actions:
  – Monetary fines
  – Jail time

DON’T WAIT FOR THE U.S. TO FIND THE VIOLATION. REPORT FORBIDDEN ACTIONS:

- DEBT BONDAGE
- IN Voluntary SERVITUDE
- SLAVERY
- PROCURING SEX ACTS