

## **Flowdown Attachment**

### **FDA-2019.570**

**OTA / Contract No.:** FA8650-19-9-9326

**DPAS Rating:** None

**SAS DUNS number:** 799855812

***The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by reference:***

In all clauses listed herein terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

#### **ARTICLE 9: Security Requirements**

(a) This article applies to the extent that this Agreement involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Awardee shall comply with --

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and (2) Any revisions to that manual, notice of which has been furnished to the Awardee.

(c) If, subsequent to the date of this Agreement, the security classification or security requirements under this Agreement are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this Agreement, the Agreement shall be subject to an equitable adjustment as if the changes were directed under the Changes/Modifications article of this Agreement.

(d) The Awardee agrees to insert terms that conform substantially to the language of this article, including this paragraph (d) but excluding any reference to the Changes/Modifications article of this Agreement, in all subcontracts under this Agreement that involve access to classified information.

(e) The DD Form 254 (Contract Security Classification Specification governs the handling and storage of all classified information with regard to this Agreement (Attachment #4 DD 254).

(f) General Operations Security (OPSEC) procedures, policies and awareness are required in an effort to reduce program vulnerability from successful adversary collection and exploitation of critical information. OPSEC will be applied throughout the life cycle of the Agreement. The Critical Information List (CIL) will be provided upon request by RQQD Information Protection Office. While working on the government installation, OPSEC guidance will be provided by the RQQD Information Protection Office.

(g) Communications Security (COMSEC) Monitoring - All communications with DoD organizations are subject to Communications Security (COMSEC) review. Awardee's personnel will be aware that

telecommunications networks are continually subject to interception by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DoD organizations. Therefore Awardee's personnel are advised that any time they place a call to or receive a call from a USAF organization they are subject to COMSEC procedures. The Awardee will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DoD information.

**ARTICLE 12: Comptroller General Access**

12.1 The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Awardee's directly pertinent records involving transactions related to this Agreement. The Comptroller General of the United States, or an authorized representative of the Comptroller General, at its discretion, shall have access to and the right to examine records of any party to the Agreement or any entity that participates in the performance of this Agreement that directly pertain to, and involve transactions relating to, the Agreement for a period of three (3) years after final payment is made. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes article or to litigation or the settlement of claims arising under or relating to this Agreement shall be made available until such appeals, litigation, or claims are finally resolved.

12.2 This requirement shall not apply with respect to any party to this Agreement or any entity that participates in the performance of the Agreement, or any subordinate element of such party or entity, that, in the year prior to the date of the Agreement, has not entered into any other contract, grant, cooperative Agreement, or "Other Transaction" Agreement that provides for audit access to its records by a government entity in the year prior to the date of this Agreement. As used in this article, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Awardee to create or maintain any record that the Awardee does not maintain in the ordinary course of business or pursuant to a provision of law. The terms of this paragraph shall be included in all sub-Agreements/contracts to the Agreement.

**ARTICLE 20: LIABILITY OF THE PARTIES**

(a) Waiver of Liability. With regard to the activities undertaken pursuant to this Agreement, no Party shall make any claim against the others, employees of the others, the others' related entities (e.g., Awardees, contractors, Subawardees, subcontractors, etc.), or employees of the others' related entities for any injury to or death of its own employees or employees of its related entities, or for damage to or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

(b) Damages. The Parties shall not be liable to each other for consequential, punitive, special and incidental damages or other indirect damages, whether arising in an agreement or contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct. Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

(c) Extension of Waiver of Liability. The Awardee agrees to extend the waiver of liability as set forth above to the Subawardees by requiring them, by agreement, contract or otherwise, to agree to waive all claims against the Parties to this Agreement.

(d) Applicability. Notwithstanding the other provisions of this article, this Waiver of Liability shall not be applicable to:

- (1) Claims between the Awardee (or the Awardee's member entities) and the Government regarding a material breach, noncompliance, or nonpayment of funds;
- (2) Claims for damage caused by willful misconduct; and
- (3) Intellectual property claims.

(e) Limitation of Liability – In no event shall the liability of the Parties exceed the amount obligated by the Government. No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, except to the extent such damages are caused by a Party's willful

misconduct. Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed. Nothing in this Article shall be construed to create the basis of a claim or suit where none would otherwise exist.

**ARTICLE 23: Defense Base Act**

(a) In accordance with the Defense Base Act, the Awardee shall--

(1) Before commencing performance under this Agreement, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until Agreement performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Awardee has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(a) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(b) The Awardee shall insert the substance of this article including this paragraph (c), in all subcontracts or Agreements to which the Defense Base Act applies.

**ARTICLE 24: Awardee Personnel Performing in the United States Africa Command Area of Responsibility**

(a) Definitions. As used in this article---

"Combatant Commander" means the Commander of the United States Africa Command (USAFRICOM).

"Awardees authorized to accompany the Force," or "AAAF," means Awardee personnel, including all tiers of sub-awardee personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded AAAF status through a letter of authorization. AAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded AAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national Awardee employees (e.g., interpreters) as AAAF. AAAF includes Awardees previously identified as Awardees deploying with the U.S. Armed Forces. AAAF status does not apply to Awardee personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of Awardees deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"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.

"Non- AAAF" means personnel in applicable operations who are not designated as AAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non- AAAF is typically limited to force Forces protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non- AAAF status does not apply to Awardee personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

"U.S. Africa Command (USAFRICOM) area of responsibility," as used in this article, means-

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024 °W' west to 30°W' then north to 21 °N/030°W' then east to the African continent; and
- (3) The 'Indian Ocean west and south of the line from 'Antarctica at 68°E north to 01°40S/068°E, and west to the African coast at 01 °40E.

(b) General.

- (1) This article applies to all Awardee personnel when performing in the USAFRICOM area of responsibility.
- (2) Certain requirements in paragraphs (c)(3), (e)(I), and (f) must be specified in the statement of work to be applied to non- AAAF personnel.
- (3) Agreement performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the Agreement, the Awardee accepts the risks associated with required contract performance in such operations.
- (4) When authorized in accordance with paragraph (j) of this article to carry arms for personal protection, Awardee personnel are only authorized to use force for individual self- defense. Unless immune from host nation jurisdiction by virtue of an international Agreement or international law, inappropriate use of force by Awardee personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs ( d) and (j)(3) of this article).
- (5) Service performed by Awardee personnel subject to this article is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(I)(i) The Combatant Commander will develop a security plan for protection of Awardee personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interest of the Government to provide security because—

- (A) The Awardee cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, AAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non- AAAF who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the

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dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Awardee personnel to a selected civilian facility, the Awardee shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Agreements Officer is required for certain Awardee personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to AAAF and, as specified in the statement of work, non-AAAF personnel.

(ii) The letter of authorization will identify any additional authorizations privileges, or Government support that Awardee personnel are entitled to under this Agreement. USAFRICOM has limited capability to provide Government-furnished life support services to Awardees in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Agreements Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) Awardee personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this Agreement, the Awardee is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this Agreement.

(d) Compliance with laws and regulations.

(1) The Awardee shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international Agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Awardee shall institute and implement an effective program to prevent violations of the law of war by its employees and subAwardees, including law of war training in accordance with paragraph (e)(1)(vii) of this article.

(3) The Awardee shall ensure that all Awardee personnel are aware-

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this article). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the Awardee employees (see paragraph (h)(1) of this article).

(4) The Awardee shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this article, any alleged offenses under-

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to Awardees serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Awardee shall provide to all Awardee personnel who will perform work on a contract in the deployed 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 article.

(ii) Where to seek victim and witness protection and assistance available to Awardee personnel in connection with an alleged offense described in paragraph (d)(4) of this article.

(iii) 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/reportacrime.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/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and
- (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 [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Awardee shall ensure that Awardee employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to-

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
- (ii) Receive agreed upon wages on time;
- (iii) Take lunch and work-breaks;
- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Awardee shall ensure that the following requirements are met prior to deploying AAAF and, as specified in the statement of work, non- AAAF (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 such personnel deploying in support of an applicable operation-

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the Agreement.

(1) During predeployment processing, the Government will provide, at no cost to the Awardee, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility 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.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DOD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, AAAF are considered non-DoD personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

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(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Awardees.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Agreements Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Awardee personnel as specified in the contract.

(2) The Awardee shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, 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, AAAF and selected non- AAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against Awardee personnel to appropriate investigative authorities; and, (vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. AAAF and, as specified in the statement of work, non- AAAF personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Agreements Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Awardee personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(l) of this article;

(2) Use the point of departure and transportation mode directed by the Agreements Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief Awardee personnel on theater-specific policies and procedures.

(g) Personnel data. The Awardee shall--

(1) Use the SPOT web-based system, or its successor, to account for--

(i) Data for all AAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All Awardee personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and (iii) All private security Awardee personnel and their equipment, and all other Awardee personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or Agreement value.

(2) Enter the required information about their Awardee personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Awardee personnel. Changes to status of individual Awardee 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).

(3) The Awardee shall submit to the Agreements Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above

\$150,000 annually. Awardees using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(h) Awardee personnel.

(1) The Agreements Officer may direct the Awardee, at its own expense, to remove and replace any Awardee personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this Agreement. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this Agreement, including the Termination for Default article.

(2) The Awardee shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Awardee services during designated operations, unless, after consultation with the Agreements Officer, Agreements Officer's Representative, or local commander, the Agreements Officer directs withdrawal due to security conditions.

(3) The Awardee shall ensure that Awardee personnel follow the guidance at paragraph (e)(2)(v) of this article and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Awardee personnel to appropriate investigative authorities.

(4) Awardee 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 deployment (or, for non- AAAF, at the end of their employment under this Agreement).

(i) Military clothing and protective equipment.

(1) Awardee personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, Awardee personnel must- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Awardee personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of Awardee personnel.

(4) The Awardee shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Agreements Officer.

(j) Weapons.

(1) If the Awardee requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Agreements Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Awardee personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Awardee personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this article, the Agreements Officer will notify the Awardee what weapons and ammunition are authorized.

(3) The Awardee shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, Agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and



(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Awardee personnel rests solely with the Awardee and the Awardee employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Awardee's authorization to issue firearms, the Awardee shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Agreements Officer.

(k) Vehicle or equipment licenses. Awardee personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the Agreement in the USAFRICOM area of responsibility.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Awardee shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Agreements Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to Awardee 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 Agreements Officer, the Awardee shall maintain personnel on location sufficient to meet obligations under this Agreement.

(n) Next of kin notification and personnel recovery.

(1) The Awardee shall be responsible for notification of the employee designated next of kin in the event an employee 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 3002.0IE, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Awardee personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes article of this Agreement, the Agreements Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes article of this Agreement.

Subcontracts. The Awardee shall incorporate the substance of this article, including this paragraph (q), in all subcontracts that require subawardee personnel to perform in the USAFRICOM area of responsibility.

**The following clauses apply to all Purchase Orders, including those for "Commercial Item(s)", as defined in FAR 2.101:**

None identified

**In addition to the clauses listed above, the following clauses apply to all Purchase Orders for goods or services not meeting the definition of a "Commercial Item" in FAR 2.101:**

None identified