LOCAL CLAUSE – CONTRACTOR PERSONNEL PERFORMING IN JAPAN
(USFJ Instruction 64-100)

This local clause implements U.S. Forces Japan (USFJ) policy for contract performance in Japan under USFJ Instruction 64-100 and is intended for use in contracts awarded by non-DoD contracting activities for performance in Japan.

(a) Definitions. As used in this clause—

"Commander" means the Commander, United States Forces Japan (USFJ), or a designee.

"Contractor personnel" means employees of the Contractor or its subcontractors who are performing work in Japan under this contract.

"Dependent" means an individual who is recognized as a dependent of contractor personnel for purposes of the U.S.–Japan Status of Forces Agreement (SOFA), as determined by applicable USFJ guidance.

"Letter of Authorization (LOA)" means a written authorization, normally generated through the Synchronized Predeployment and Operational Tracker (SPOT) or successor system, that confirms a contractor employee's status and any authorized logistical support or privileges in Japan.

"SOFA" means the Agreement between the United States of America and Japan regarding the Status of United States Armed Forces in Japan, dated 19 January 1960, and all applicable implementing and supplementary agreements.

"United States national" has the meaning provided in applicable USFJ guidance (e.g., USFJ Instruction 64-100).

(b) General.

(1) **Applicability.** This clause applies to SOFA-covered contractor personnel performing under this contract in Japan. The Contracting Officer may direct that certain requirements of this clause also apply to non–SOFA-covered contractor personnel, as specified in the statement of work.

(2) **Compliance with laws and instructions.** The Contractor shall ensure that its personnel comply with:
(i) Applicable Japanese laws and regulations;
(ii) Applicable U.S. law and Department of Defense policy;
(iii) United States Forces Japan (USFJ) and USFJ-component policies and instructions, including:

• USFJ Instruction 64-100, “Contract Performance in Japan”;
• USFJ Instruction 36-2611, “Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement”; and
• USFJ Instruction 64-102, “United States Official Contractors and Their Employees,” as applicable; and
(iv) Installation/base regulations and access control procedures issued by the local installation commander.

(3) **Instructions of the Contracting Officer.** The Contractor shall comply with instructions issued by the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, and their conduct and operations while performing under this contract.

(c) Status under the SOFA.

(1) **Determination of status.** The Contracting Officer, in coordination with the requiring activity and appropriate legal counsel, will determine whether contractor personnel are to be designated as members of the civilian component under Article I(b) of the SOFA or as United States official contractors under Article XIV, as applicable.

(2) **Requests for status.** The Contractor shall submit required documentation and information necessary for the Contracting Officer to request SOFA status determinations for eligible contractor personnel and their dependents, in accordance with USFJ Instruction 64-100 and any base-specific procedures.

(3) **Acknowledgment.** If required by USFJ policy, the Contractor shall ensure that each SOFA-covered contractor employee signs any required acknowledgment forms recognizing their status and responsibilities under the SOFA and applicable USFJ instructions, and retains copies for inspection.

(d) Entry, exit, passports, visas, and identity documents.

(1) The Contractor is responsible for ensuring that contractor personnel and their dependents have valid passports, visas (if required), and other entry/exit documents necessary to travel to, remain in, and depart from Japan for performance under this contract.

(2) **SOFA-related documentation.** For SOFA-covered contractor personnel, the Contractor shall support the Government’s processing of any required documentation to recognize SOFA status, including information needed for LOAs and base access credentials.

(3) **Identity and access credentials.** Contractor personnel shall maintain in their possession, at all times while performing under this contract in Japan:
(i) A valid DoD-issued identification credential (e.g., CAC) if issued; or

(ii) If no DoD identification credential is issued, a copy of their LOA and any base- or installation-issued access credential, as required by local regulations.

(e) Letters of Authorization (LOAs) and logistical support.

(1) **LOA requirement.** SOFA-covered contractor personnel must have a Contracting Officer–approved LOA, normally generated through SPOT or its successor system, in order to:
(i) Travel to, from, or within Japan under this contract; and
(ii) Receive any Government-authorized logistical support or privileges identified in the LOA.

(2) **Content of LOA.** The LOA will specify the contractor personnel's SOFA status and will identify any authorized privileges or support (e.g., access to medical care on a reimbursable basis, privilege to purchase at exchanges or commissaries, or other installation-specific support), as authorized by the installation commander and applicable agreements.

(3) **Logistics support.** Any logistics support to be provided by the Government (such as access to Government transportation, housing, or messing) will be identified in the contract or LOA and may be provided on a reimbursable or non-reimbursable basis, in accordance with applicable regulations and local policy.

(f) Personnel data and accountability.

(1) **SPOT or successor system.** The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT), or its successor system, to register and account for SOFA-covered contractor personnel performing in Japan under this contract, consistent with USFJ and DoD policy.

(2) **Accuracy and updates.** The Contractor shall ensure that personnel information entered into SPOT (or successor system) is accurate and kept current, including entries for dependents when required.

(3) **Reporting changes.** The Contractor shall promptly report to the Contracting Officer any changes in contractor personnel status that may affect SOFA eligibility, LOA validity, or base access authorization.

(g) Conduct and discipline.

(1) **Standards of conduct.** Contractor personnel are expected to conduct themselves in a manner that maintains good order and discipline, respects Japanese laws and customs, and reflects favorably on the United States and U.S. forces in Japan.

(2) **Criminal and civil jurisdiction.** Contractor personnel and their dependents may be subject to Japanese criminal and civil jurisdiction, as well as applicable U.S. law, consistent with the SOFA. Alleged misconduct may result in:
(i) Action by Japanese authorities;
(ii) Action by U.S. authorities; and/or
(iii) Administrative action under this contract, including removal from performance.

(3) **Contractor responsibilities.** The Contractor shall:
(i) Take appropriate action to address misconduct or violations of law or policy by its personnel;
(ii) Remove personnel from performance in Japan if directed by the Contracting Officer or installation commander; and
(iii) Cooperate with U.S. and Japanese authorities in any investigation involving contractor personnel.

(h) Health, medical care, and insurance.

(1) The Contractor is responsible for ensuring that contractor personnel are medically and physically able to perform their duties in Japan and that they maintain adequate medical insurance coverage for themselves and their dependents.

(2) Any medical or dental care provided by U.S. military medical facilities will be in accordance with applicable regulations and, if required, on a reimbursable basis. The contract or LOA will indicate whether such care may be provided and under what conditions.

(i) Vehicles, customs, and taxes.

(1) The Contractor and contractor personnel shall comply with applicable Japanese and USFJ rules governing the importation, registration, and operation of privately owned or company-provided vehicles.

(2) The Contractor is responsible for complying with customs requirements and any applicable taxes, consistent with the SOFA and local implementing arrangements. The Government will provide reasonable assistance, where authorized, in documenting any SOFA-based exemptions.

(j) Return of identification and closeout.

(1) Upon completion of performance in Japan or upon termination of an individual's employment on this contract, the Contractor shall ensure that the individual:

(i) Returns any U.S. Government–issued identification credentials (e.g., CAC) to the appropriate Government authority; and

(ii) Returns any installation or base access credentials, vehicle passes, or other Government-issued property, in accordance with local procedures.

(2) The Contractor shall update SPOT (or successor system) and notify the Contracting Officer when contractor personnel and their dependents have departed Japan and are no longer performing under this contract.

(k) Flowdown.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that will require subcontractor personnel to perform in Japan under this contract.