

BY ORDER OF THE
COMMANDER

HEADQUARTERS, UNITED STATES FORCES, JAPAN
INSTRUCTION 64-100



25 October 2019

Contracting

CONTRACT PERFORMANCE IN JAPAN

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PURPOSE: To prescribe uniform policies and procedures for recognition of contractor employees' status as members of the civilian component under Article I(b) of the Status of Forces Agreement (SOFA), reference 5.1. To implement eligibility criteria and accountability obligations pursuant to the United States-Japan Joint Committee Agreement: "Japan Cooperation with Regard to Implementation Practices Relating to the Civilian Component," reference 5.2.

SUMMARY OF CHANGES: This Instruction contains significant changes and should be reviewed in its entirety. This Instruction has been revised to implement the use of the Synchronized Pre-deployment and Operational Tracker (SPOT) and Joint Asset Movement Management System (JAMMS) systems in Japan. The revision also contains new policies for Service Components to create local implementing procedures consistent with this Instruction and the references contained herein.

1. Scope.

1.1. This Instruction applies to all elements of United States (U.S.) armed forces in Japan, to U.S. government appropriated fund and non-appropriated fund contracting officers and officials, including requiring activities, who have contracts for performance in Japan in support of the U.S. armed forces, to contractors and subcontractors sending their employees to Japan to perform contracts for the US armed forces, and to civilian employees of such contractors eligible for status under Article I(b) of the SOFA as members of the civilian component. Official U.S. Contractors under Article XIV of the SOFA are required to use the SPOT and JAMMS systems; however, separate guidance, policies, and procedures for Article XIV contractors are contained in USFJ Instruction 64-102, reference 5.3.

1.2. This Instruction provides policies and procedures for the documentation, recognition, and accountability of contractor employees performing services in Japan as members of the civilian component, at the official invitation of the U.S. Government, in support of the U.S. armed forces.

2. Policy:

2.1. To be eligible for designation as a member of the civilian component under Article I(b) of the SOFA, a contractor employee must be of U.S. nationality, not ordinarily resident in Japan, whose presence in Japan must be at the official invitation of the United States Government (USG) and solely for official purposes in connection with the U.S. armed forces.

2.2. In consultation with their legal counsel, USG contracting officers are responsible for recognizing contractor personnel eligibility for designation under Article I(b) of the SOFA. Contracting officers shall use the SPOT system to issue an official invitation to eligible contractor and subcontractor personnel, known as a Letter of Authorization (LOA). Questions concerning individual contractor eligibility for SOFA status may be referred to USFJ/J06 at DSN 315-225-7717, COMM 81-42552-2510 ext 5-7717, or 5af.ja@us.af.mil.

2.3. The SPOT LOA is the official USFJ document recognized and accepted by the USG and Government of Japan (GOJ) as evidence of a contractor employee's status as a member of the civilian component under Article I(b) of the SOFA.

2.4. All contractor employees who are eligible to become members of the civilian component under Article I(b) must register in SPOT and possess a valid LOA issued by a USG contracting officer from the SPOT system.

2.5. It is Department of Defense policy to maximize the extension of SOFA status to United States citizens and nationals who are eligible for recognition as members of the civilian component. If a contractor employee is eligible to be recognized as a member of the civilian component, then contracting officers shall use the SPOT system to issue an LOA regardless of the length of stay in Japan. SOFA status eligible Contractor personnel who will be performing contract services in Japan for less than 91 days also shall register in SPOT and shall be issued a SPOT LOA while performing services in Japan.

2.6. Contractor employees who have been issued a SPOT LOA shall present the LOA to the Japanese immigration official upon entry into Japan and keep a copy of the LOA in their possession while present in Japan. A copy does not need to be kept on the employee's person but should be in the employee's possession so they may produce the copy within a reasonable time as required for administrative processing and renewal purposes.

2.7. Contractor employees who are eligible for SOFA status under Article I(b) and already performing services in Japan but are not registered in SPOT, must register in SPOT and receive a SPOT issued LOA in order to continue their eligibility for SOFA status logistical support.

2.8. Contractor employees who are not eligible to be recognized as Article I(b) members of the civilian component must have an independent, legal immigration status (i.e., a visa) in order to perform services in support of the U.S. armed forces in Japan.

2.9. Contractor employees who are ordinarily resident in Japan shall not be eligible for status as members of the civilian component unless and until fully complying with the procedures in USFJ Instruction 36-2611, reference 5.4.

2.10. USG officials shall not designate contractor employees as members of the civilian component who continue to possess a legal residency status in Japan, e.g., dual-national

status, permanent resident visa, work visa, spouse visa, etc. Before designating a contractor employee with residency in Japan as a member of the civilian component under Article I(b) of the SOFA, a USG official (typically the contracting officer), shall obtain a completed USFJ Form 7EJ (signed by both USG and GOJ officials) from the contractor to prove the employee's ordinarily resident status has been rescinded by a GOJ official IAW reference 5.4.

2.11. USG officials shall not designate contractor employees as members of the civilian component if they entered Japan under the visa waiver program as a tourist. To be recognized as having SOFA status, contractor employees must first remove the tourist visa status by complying with the procedures in USFJ Instruction 36-2611, reference 5.4. Such personnel remain registered in the Japanese immigration system as tourists until their status is converted by following the procedures in reference 5.4. and appearing in-person at an immigration bureau office to have their status changed in the Japanese system. Failure to change from a tourist status may cause personnel to be detained when they attempt to depart Japan after their tourist status has expired.

3. Responsibilities:

3.1. Director, USFJ/J1 will:

3.1.1. Collect contractor accountability data from USFJ Service Components to provide to the GOJ in compliance with reporting requirements in reference 5.2.

3.1.2. Collect contractor accountability data from the Total Operational Picture Support System (TOPSS) and compare that data to USFJ Service Component data.

3.1.3. Review the data in the TOPSS reports to ensure SOFA eligibility determinations are correct.

3.1.4. Record and report any erroneous SOFA eligibility determinations to USFJ/J06 and USFJ/J54 for corrective action and reporting to the GOJ as required by reference 5.2.

3.2. **USG Contracting Officers** awarding appropriated and non-appropriated fund contracts requiring performance in Japan shall be responsible for:

3.2.1. Designating eligible contractor employees for SOFA status recognition under Article I(b) of the SOFA and documenting such determinations through the SPOT system and the issuance of a SPOT LOA;

3.2.2. Designating only contractor employees who are U.S. citizens or nationals as members of the civilian component under Article I(b). Holders of a U.S. Permanent Resident Card (also known as a Green Card) are not U.S. citizens or U.S. nationals and are not eligible for status under Article I(b) of the SOFA.

3.2.3. Reviewing contractor acknowledgement form, USFJ Form 27 (Encl. 2), contractor employees' passports, and other contractor supplied information the contracting officer deems necessary to ensure the contractor employee is not ordinarily resident in Japan before registering the employee in SPOT and issuing a SPOT LOA;

3.2.4. Coordinating the authorization of logistical support with the appropriate USFJ Service Component's installation commander where the services will be performed. Refer to installation

commanders' standing policies about the level of logistical support which may be available at their particular installation.

3.2.5. Ensuring Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.225-7976 is included in contracts or, if the DFARS is not applicable to the contracting activity, including the clause language substantially similar to enclosure 1 of this Instruction.

3.2.6. Reviewing contractor provided information to ensure dependents listed in the SPOT system who will accompany the contractor employee meet the SOFA definition of dependent as defined in paragraph 4.2.6 below and USFJ Instruction 90-205.

3.3. **Contractors** with employees eligible for SOFA status who will perform services in support of U.S. armed forces in Japan shall be responsible for:

3.3.1. Complying with the requirements of this Instruction in addition to the clause language in their contract, e.g., DFARS Clause 252.225-7976 or clause language at Enclosure 1 of this Instruction, and registering their employees in the SPOT system to obtain an LOA from the contracting officer prior to the employee's arrival in Japan, or ensuring the employee obtains a legal immigration status to work in Japan if the employee is ordinarily resident in Japan or otherwise not eligible to be recognized as a member of the civilian component under Article I(b) of the SOFA. If the contractor employs personnel who are ordinarily resident in Japan, the contractor shall be responsible for consulting with the contracting officer to ensure the contractor employee can perform services without SOFA status. The contractor also is responsible for complying with all Japanese domestic laws concerning employment of Japanese residents, including but not limited to, national income tax, local resident taxes, social insurance, employment laws, immigration laws, and other applicable laws related to the operation of business in Japan.

3.3.2. Ensuring their employees follow procedures in paragraph 4.4. below to register their physical presence at the installation where the services will be performed and have the LOA scanned into the JAMMS system.

3.3.3. Notifying the administrative contracting officer and using the SPOT system to record all changes in their employees' immigration/residency status in Japan, continued eligibility for SOFA status, departures from Japan, and changes to, or termination of, employment on a contract performed in Japan for the benefit of the U.S. armed forces in Japan.

3.3.4. Ensuring their employees performing services in Japan have consulted with a physician prior to departure to identify any health conditions that would impact their contract performance in Japan. For contractor personnel in Japan, medical care in DoD medical facilities on installations in Japan is limited to emergencies on a reimbursable basis. Contractors are responsible for advising their employees about the need to obtain medical care for themselves and their dependents from Japanese care providers, which may require translator services and upfront payment of costs because many Japanese hospitals do not have payment arrangements with U.S. insurance providers. Contractor employees and their dependents with medical conditions requiring frequent or specialized medical care are advised to consult with their personal physicians and employer about medical care options in Japan.

3.3.5. Ensuring their employees have adequate medical insurance to cover routine and emergency cases that may be required in Japan for the employee or his/her dependents. The USG does not provide or pay for medical evacuation from Japan for contractor employees.

Accordingly, if medical evacuation becomes necessary, the contractor and its employees will be responsible for such arrangements and costs.

3.4. USFJ Service Components and Installation Commanders with contractor employees performing services on their assigned installations shall be responsible for developing internal procedures to implement this Instruction. Such procedures shall, at a minimum, include the following:

3.4.1. Utilization of the JAMMS scanner and web-based system to scan contractor personnel LOAs upon arrival at an installation and when the LOA is renewed annually. Scanners shall be located at an entry control point where contractors' base access credentials are issued or registered, such as the Defense Biometric Identification System (DBIDS) station.

3.4.2. Assignment of responsibilities for the operation of the JAMMS system and property accountability for JAMMS equipment (i.e., scanners).

3.4.3. Contractor employee registration in the base access control system, e.g., DBIDS. For SOFA status contractors, such registration shall be valid for one year or the length of the contract period of performance, whichever is shorter. Installation issued documents and privileges such as, but not limited to: Exit - Reentry Permits, base access credentials, CAC, USFJ Form 4EJ (SOFA Driver's License), and Armed Forces Post Box registration shall be valid for one year or the length of the contract period of performance, whichever is shorter. (Short-term extensions may be granted in accordance with paragraph 4.7.4 of this Instruction.) Upon expiration of their base access credential or registration in a base access system, contractor employees must present a renewed, valid SPOT LOA to obtain new credentials or re-register for base access.

3.4.4. Procedures to review contractors' LOAs to ensure the LOA is valid and has not expired prior to issuing or renewing base access credentials, CAC, a USFJ Form 4EJ, or the continued provision of other logistical support.

3.4.5. Ensure contractor personnel comply with the Service Component's Indoctrination Training Program, see USFJI 36-2811, reference 5.5.

3.4.6. Issue written policies for their installation on contractor access, emergency access, and accountability procedures. Commanders should consider authorizing in advance the logistical support that is typically available and provided to contractor employees, depending on the length of the contract performance. See Enclosure 3 for a Sample Policy Letter.

4. SOFA Status Determination Process

4.1. Contract Clauses and Logistical Support. Contracting officers shall ensure appropriate clauses are included in all solicitations requiring contract performance in Japan.

4.1.1. Appropriated fund contracting activities required to use the DFARS shall include DFARS Deviation 2018-00019, Clause 252.225-7976, Contractor Personnel Performing in Japan in all contracts with contract performance in Japan.

4.1.2. Non-Appropriated Fund Instrumentalities and Non-DoD contracting activities not using DFARS clauses shall include the Japan-specific terms and conditions in Enclosure 1.

4.1.3. Contracting officers authorize the provision and continuation of non-reimbursable government-provided logistical support, e.g., base access, exchange, commissary, MWR, postal privileges, driver's licenses, etc.; but such authorizations are subject to the installation commander's approval and must be consistent with the US-Japan SOFA, US statutes and regulations, and DoD and Service Component policies.

4.1.4. Prior to contract award, contracting officers shall refer to installation commanders' written policies on logistical support where the services are to be performed. In the absence of a written policy or when a greater amount of support is required than what has been authorized by written policy, the contracting officers shall contact the supporting installation where the services are to be performed for coordination and guidance.

4.1.5. DFARS Deviation 2018-00019, Clause 252.225-7976, and the terms and conditions at Enclosure 1 provide the maximum amount of logistical support that is usually authorized in Japan. When authorizing logistical support for contractor personnel in the SPOT system; however, contracting officers must consider the length of contract performance, cost and strain on the USFJ installation involved, and benefits to the USG for purposes of tailoring the authorized logistical support to meet the best interests of the U.S. armed forces in Japan. For example, a short-term contract with expected performance of 45 days would normally not require a postal box but might be authorized commissary privileges.

4.2. Requirement to Use SPOT for Contractor Employees Eligible for SOFA Status.

4.2.1. All contractor personnel who are eligible for recognition as members of the civilian component under Article 1(b) of the SOFA shall be registered in SPOT.

4.2.2. The contracting officer is responsible to initiate the SPOT process by entering the contract information and company data into the SPOT system. Contractors are responsible to input individual employee data into SPOT prior to the employee performing contracted services in Japan.

4.2.3. When a contract is awarded to an individual doing business as a sole proprietorship or otherwise contracted directly with an individual, the contracting officer shall request the company be added by the name registered in the System for Award Management (SAM). If a non-appropriated fund instrumentality awards a contract to an individual that is not registered in SAM, the contracting officer shall request the name of the individual be added with an identifying acronym. **NOTE: This ONLY adds the 'company' into SPOT. It does NOT add the actual person into SPOT. The contractor or contracting officer MUST add a person record in SPOT for any individual who will be deployed to Japan and then create a deployment on the contract in order for the person to be deployed in SPOT and complete the SOFA requirements.**

4.2.4. The contractor is responsible for registering its employees in SPOT, providing the contracting officer an acknowledgement form, Encl. 2, signed by the employee, and any evidence to confirm dependent status as requested by the contracting officer. Such evidence may include proof of marriage, birth certificates, passports, adoption documents, court ordered custody decrees, or proof of financial dependency for adult children, etc.

4.2.5. Contractor employees with dependents accompanying the employee to Japan shall include the following dependents' information in the **REMARKS** section of the SPOT system for inclusion in the LOA:

4.2.5.1. Full name;

4.2.5.2. Date of Birth for all children;

4.2.5.3. Relationship to Sponsor; and

4.2.5.4. Passport Number and country of issue.

4.2.6. Dependents for purposes of the U.S. Japan SOFA are defined as:

4.2.6.1. Spouses, legally married to a member of the U.S. armed forces and/or civilian component;

4.2.6.2. Children of members of the U.S. armed forces and/or civilian component, if under 21 years of age, including stepchildren and legally adopted children, but excluding legal wards of court appointed guardians unless the guardianship is pending a legal adoption;

4.2.6.3. Children 21 years of age and older, if dependent upon the member of the U.S. armed forces and/or civilian component for over half of their support;

4.2.6.4. Parents of the spouse as well as the sponsor, if dependent upon a member of the U.S. armed forces and/or civilian component for over half of their support but excluding such parents who are ordinarily resident in Japan in accordance with USFJI 90-206, "Privileges of Parents and Parents-in-Law Who Are Ordinarily Resident in Japan" (1 July 2010).

4.2.7. An LOA shall be valid for one year or the length of the contract period of performance, whichever is shorter. At least 30 days prior to the expiration of the LOA, contractors must coordinate with the contracting officer responsible for contract administration to renew the LOA through the SPOT system.

4.2.8. LOA Renewal and Revalidation.

4.2.8.1. Contractors are responsible for maintaining the currency of their employee's LOAs. At least 30 days prior to the expiration of the LOA, Contractors shall contact the contracting officer administering the contract to update their employees' information and receive a new LOA.

4.2.8.2. Contracting officers shall verify the contractor employee remains eligible for recognition as a member of the civilian component under Article I(b) of the SOFA. Contracting officers shall also ensure that dependent information is up to date, accurate, and that dependents remain eligible for SOFA status. In making determinations about dependent eligibility and status, the contracting officer may rely on information provided by the contractor employer. The contracting officer shall ensure the employee's information is appropriately updated on the LOA before issuing a new LOA.

4.2.8.3. If the contracting officer determines a contractor employee is no longer eligible for SOFA status due to a change in the employee's duties, a change in the individual's residency status in Japan, or any other reason that an originally proper SOFA status determination is now void, the contracting officer shall consult with his/her legal counsel and notify USFJ/J06 at DSN 315-225-7717, COMM 81-42552-2510 ext 5-7717, or 5af.ja@us.af.mil.

4.2.8.4. If, after consultation with their legal counsel, the contracting officer determines that a contractor employee was erroneously recognized as a member of the civilian component, the contracting officer shall notify USFJ/J06 and provide the following:

4.2.8.4.1. A statement explaining the reason for the error;

4.2.8.4.2. A statement of the steps taken to correct the error; and

4.2.8.4.3. A statement verifying the contractor and contractor employee was notified of the loss of SOFA status.

4.3. SOFA Eligibility Determination.

4.3.1. Upon receipt of a completed LOA and Acknowledgment Form from the contractor, the contracting officer shall verify the contractor employee's eligibility for recognition as a member of the civilian component. The Contracting Officer's completion of the SPOT LOA is confirmation that the contractor employee is essential to the mission of the U.S. armed forces and has a high degree of skill and knowledge for the accomplishment of mission requirements. In order to complete the SPOT LOA, the Contracting Officer identifies which one of the following is applicable. **Select only one.** If more than one is applicable, select the most appropriate.

4.3.1.1. Acquiring the skill and knowledge through a process of higher education or specialized training and experience; or

4.3.1.2. Possessing a security clearance recognized by the United States to perform his or her duties; or

4.3.1.3. Possessing a license or certification issued by a U.S. Federal Department or Agency, U.S. State, U.S. Territory, or the District of Columbia to perform his or her duties; or

4.3.1.4. Performing services in Japan requiring them to remain for less than 91 days; or

4.3.1.5. Specifically authorized by the Joint Committee (rarely used, primarily for Article XIV contractors).

4.3.2. When creating a SPOT deployment for a contractor employee to travel to Japan, contractors and contracting officers shall select "CAAF" (Contractors Accompanying the Force) in the SPOT system for contractor personnel who will be granted SOFA Article I(b) status. Although DFARS Clause 225.7040 may not necessarily apply to contractor personnel in Japan, selecting CAAF is necessary due to limitations in the SPOT system, which was not originally designed for use in Japan.

4.4. Entry to Japan.

4.4.1. Contractor employees shall present a valid LOA to Japanese immigration officials upon entry into Japan to receive GOJ recognition as a member of the civilian component under Article I(b) of the SOFA. Contractor employees ordinarily resident in Japan or possessing a different legal immigration status (e.g., tourist visa) shall follow the procedures in reference 5.4.

4.4.2. In the event a contractor employee fails to present the LOA to the immigration official upon entry into Japan, U.S. armed forces personnel are to decline to place a multiple entry/exit

stamp, i.e., "SOFA stamp," into the contractor employee's passport until such time as the contractor employee has reported to Japanese immigration authorities to reflect his status under the SOFA by following the procedures in USFJ Instruction 36-2611, reference 5.4.

4.4.3. If present in Japan under a tourist visa or converting from ordinarily resident status, contractor employees are to comply with the procedures in USFJ Instruction 36-2611, reference 5.4. to convert their status to SOFA Article I(b) status.

4.4.4. Contractor employees shall report to the installation in Japan where contract services are to be performed and:

4.4.4.1. Obtain or register their base access credentials;

4.4.4.2. Upon request, provide a copy of the LOA to the USG official at the designated office to be scanned into the JAMMS system online; and

4.4.4.3. Comply with the Service Component's Indoctrination Training Program, see USFJI 36-2811, reference 6.5.

4.4.5. Base pass access credentials shall be valid for a maximum of 1 year or the length of the contract period, whichever is shorter.

4.4.6. Contractor employees must renew base access credentials annually and provide a copy of their updated LOA to a USG official upon request.

4.5. Statement of Living Conditions in Japan

4.5.1. Contractors are responsible for advising their employees about the working and living conditions in Japan to include USFJ, Service Component, and Installation specific policies and directives.

4.6. SOFA Status Determinations in Emergent Situations.

4.6.1. In emergent situations when it is not feasible to register a contractor employee's deployment in SPOT, Contracting Officers and Installation Commanders have the authority to issue a temporary manual LOA. Such temporary LOAs shall be valid only for a period of time sufficient to allow for registration of the contractor employee's deployment in SPOT. See USFJ Form 28.

4.6.2. All temporary LOAs issued pursuant to this authorization shall be forwarded to the attention of USFJ/J06 at DSN 315-225-7717, COMM 81-42552-2510 ext. 5-7717, or 5af.ja@us.af.mil.

4.7. Check Out Procedures

4.7.1. Contractor employees shall comply with installation commanders' written policies on the process to check out prior to departing Japan at the conclusion of the employee's performance or at the expiration of a contract.

4.7.2. Contractor employees shall surrender all base access identification and credentials that they are not entitled to retain to the cognizant installation office in accordance with the installation commander's policies.

4.7.3. At the expiration of an LOA or contract, a contractor employee loses SOFA status. Upon loss of SOFA status, a contractor employee must, if they plan to remain in Japan, report to the nearest Japanese Immigration Office no later than 30 days after loss of SOFA status to have their status changed to a non-SOFA status that will legally permit them to remain in Japan. The contractor employee otherwise has 60 days, under Japanese immigration law, to leave Japan.

4.7.4. After the expiration of an LOA or contract, contractor employees may require a short but reasonable period of time, not to exceed 14 calendar days, in order to conclude their affairs in Japan. In such cases, and when determined to be in the interest of the U.S. Government, the contracting officer may extend the SOFA status in the SPOT LOA for a period not to exceed 14 calendar days by adding the following statement to the remarks section of the LOA: “(EMPLOYEE’S NAME) shall continue to accompany the U.S. armed forces in Japan as a member of the civilian component under Article I(b) of the SOFA until (DATE) to complete administrative and personal tasks associated with the conclusion of contract performance in Japan.”

4.8. Accountability Reporting

4.8.1. All USFJ Service Components and DoD agencies/activities with contract performance in Japan shall comply with the requirements and procedures described in reference 5.2 and reference 5.6. “USFJ Instruction 36-2808, USFJ Quarterly Strength Report.”

4.8.2. Pursuant to reference 5.6, United States Forces Japan Service Components shall include a total number of contractor employees serving as members of the civilian component, i.e., who have been determined eligible for SOFA status, in the Quarterly Strength Report.

4.8.3. Pursuant to reference 5.2, Service Components shall break out and provide a separate number of the total number of contractor employees serving as members of the civilian component at the time the Quarterly Strength Report data is compiled.

4.8.4. USFJ/J01 shall compare the Service Component’s Quarterly Strength Report with the number of active contractor deployments registered in the SPOT system to determine an accurate number of contractor personnel to include in the Quarterly Strength Report to the GOJ.

5. References:

5.1. Agreement Under Article VI Of The Treaty of Mutual Cooperation and Security Between the United States of America and Japan, Regarding Facilities and Areas And The Status Of United States Armed Forces In Japan

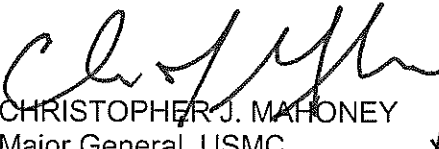
5.2. The United States-Japan Joint Committee Agreement, “Japan Cooperation with Regard to Implementation Practices Relating to the Civilian Component,” (January 16, 2017)

5.3. USFJ Instruction 64-102, United States Official Contractors And Their Employees

5.4. USFJ Instruction 36-2611, Change Of Status By Persons In Japan To One Of The Categories Authorized By The Status of Forces Agreement

5.5. USFJ Instruction 36-2811, Indoctrination Training Programs

5.6. USFJ Instruction 36-2808, USFJ Quarterly Strength Report



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Attachments:

1. Non-FAR Contract Clauses for Contract Performance in Japan
2. Contractor Employee Acknowledgement Form
3. Sample Installation Logistical Support Authorization Letter

Enclosure 1**CONTRACTOR PERSONNEL PERFORMING IN JAPAN
(Non-FAR Contracts)**

(a) *Definitions.* As used in this clause—

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

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

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

(1) Be a United States national;

(2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJD\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJD).pdf))

(3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;

(4) Not have SOFA Article XIV status; and

(5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:

(i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or

(ii) Possesses a security clearance recognized by the United States to perform his or her duties; or

(iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or

(iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or

(v) Is an employee of a military banking facility; or

(vi) Is specifically authorized by the Joint Committee.

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

“SOFA status” means SOFA Article I(b) status.

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

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

(b) General.

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

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iii) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(c) *Support.*

(1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

(2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with “None” checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA.

(iii) Contractor personnel who are issued a LOA shall maintain possession of a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID)

Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

(A) Base Exchange, including exchange service stations, theaters, and commissary.

(B) Military banking facilities.

(C) Transient billeting facilities.

(D) Open mess (club) membership, as determined by each respective club.

(E) Casualty assistance (mortuary services), on a reimbursable basis.

(F) Emergency medical care, on a reimbursable basis.

(G) Dental care, limited to relief of emergencies, on a reimbursable basis.

(H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.

(I) Postal support, as authorized by military postal regulations.

(J) Local recreation services, on a space-available basis.

(K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.

(L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

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

(ii) Provisions of applicable treaties and international agreements;

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

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

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to arrival of SOFA-covered contractor personnel in Japan:

(i) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(ii) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity

credential.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location 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; and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(2) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(3) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

(End of clause)

Enclosure 2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT FORM

I understand I have been selected to be a member of the civilian component of the US armed forces in Japan under Article I(b) of the US-Japan Status of Forces Agreement. In order to be present in Japan at the official invitation of the United States for the performance of a contract for the benefit of the US armed forces in Japan with status as an Article I(b) contractor employee, I hereby voluntarily acknowledge the following. (Initial each line acknowledging understanding and acceptance.)

- _____ As a member of the civilian component, I will have "SOFA status" which shall be my sole, legal immigration status in Japan.
- _____ I am an ambassador of the United States to Japan.
- _____ My behavior, good or bad, reflects favorably or unfavorably, on me, my company, the US armed forces in Japan, and the United States of America.
- _____ As SOFA status persons, I am required to follow the regulations and policies of the US armed forces in Japan.
- _____ Criminal actions can be prosecuted by Japan and/or the U.S. I am required to respect the laws of Japan.

Complete and initial the following section:

- _____ I (am) (am not) a United States Citizen or National
I (possess) (do not possess) Japanese citizenship.
- _____ I (have) (do not have) a residency permit/visa to reside in Japan.
If possessing a residency permit or visa, what sort of visa is it? _____
- _____ If I currently have a residency permit/visa, I must comply with USFJI 36-2611 to have the Government of Japan immigration authorities cancel that residency status or have my employer notify the Contracting Officer who will, in turn, not recognize or rescind my designation as a member of the civilian component.

I declare under penalty of perjury that the foregoing is true and correct.

Name: _____

Contract Number: _____

Contract Description: _____

Work Location and Organization: _____

E-mail & Phone Number: _____

Signature: _____

Date:

Enclosure 3

MEMORANDUM FOR ALL ORGANIZATIONS AND CONTRACTING OFFICERS

FROM: **Commander**
USFJ Installation Name
Address

SUBJECT: Policy for Letter of Authorization Logistical Support Services Approval

1. This policy letter establishes the installation Commander's approved logistical support services for contractor personnel whose contracts identify their performance at **Installation Name**, Japan.
2. As detailed in DFARS Clause 252.225-7976, which references USFJ Instruction 64-100, upon award of a contract, Contracting Officers are required to complete a Letter of Authorization (LOA) in the Synchronized Pre-deployment and Operational Tracker (SPOT) system. Contractors shall use the LOA for installation access and to obtain services authorized at the installation in which contract performance has been designated. Contracting Officers shall only allow those logistical services authorized by the Installation Commander as contained herein.
3. For contract performance that is 90 days or less the following services are approved at **Installation Name**, if authorized in the contract by the Contracting Officer:
 - a. Billeting; on a space available basis and at contractor expense
 - b. Military Exchange and Commissary services with presentation of LOA
 - c. Medical and Dental; limited to emergencies on a cost reimbursable basis
 - d. Casualty Assistance; on cost reimbursable basis
 - e. Open Mess (Officer and Enlisted Club during Open Food Service operations)
 - f. Common Access Card; ONLY if access to DoD network is required for performance
 - g. Postal Services; for outgoing mail only, at contractor expense
 - h. MWR Facilities & Services; presentation of LOA may be required
 - i. Local Access Badge; as required by performance of duties and authorized by Security Forces
4. For contract performance that is greater than 90 days all of the services in paragraph 3 with the following changes and/or additions are approved at **Installation Name** if authorized in the contract by the Contracting Officer:
 - a. APO/FPO Postal Services; if available

- b. Issuance of U.S. Forces, Japan Vehicle Operator's Permit
 - c. Issuance of Vehicle License Plate or Permit Sticker
 - d. Department of Defense Dependent Schools on a Space-available and tuition paying basis
 - e. Military sponsored housing; on a space available and cost reimbursable basis
5. In addition, contractors whose period of performance is over 90 days are required to attend **Installation Name** Newcomers Briefing, generally every **Wednesday and Thursday**, to ensure they are indoctrinated properly into the **Installation Name** community and updated on installation, as well as Japan-wide, policies, procedures and laws.
6. Approval of any additional required services or exceptions to this policy letter are hereby delegated to the XXXXXXXX, or their designee. Approval must be requested and approved in writing and shall include the Contracting Officer's name and contact information, the prime contractor's authorized point of contact name and contact information, the individual contractor's name coming to **Installation Name** and their contact information, as well as the Contract Number, with an outline of the support being provided and the explanation of additional services or exemption being requested. If approved, the Contracting Officer shall ensure the specific authorization is annotated in the additional remarks section of the LOA and shall also annotate the approving official's name, rank and the date of approval prior to approving the LOA in the SPOT System. Submissions for additions/exceptions shall be routed to:
XXXXXXXXXXXXX.
7. It should be noted that a SPOT LOA provides official recognition by a US government official that a contractor employee has United States-Japan, Status of Forces Agreement (SOFA) status, and the SPOT LOA is required to obtain SOFA status recognition from the Government of Japan upon entry to Japan. For determining a Contractor's SOFA status see USFJI 64-100 and SOFA Article I(b).
8. All Contractors, regardless of period of performance, entering the installation must report to **XXXXXX** Registration Desk at the **LOCATION** within 24 hours of arrival or within the next duty day if arrival is during a holiday, weekend, or other closure. Contractors shall have their SPOT LOA scanned into the Joint Asset Movement Management System (JAMMS) for accountability, be enrolled into the Defense Biometric Identification System (DBIDS) for access control accountability as well as to obtain authorization for continued base access. LOAs that are renewed either annually with a contract option execution, or as contract performance is updated, will be required to re-register with Security Forces and scanning of their new LOA into the JAMMS system and update their information DBIDS as necessary. To clarify, contractors will re-register at a minimum of annually if their contract performance includes successive years.
9. My point of contact for this policy letter is the XXXXXXXX, please contact them via phone at

COMM: 011-81-12-345-6789 or DSN: 315-123-4567 or via e-mail at XXXXXXXXXXXXXXXX.

SIGNATURE
Commander