52.222-50 Combating Trafficking in Persons.

As prescribed in 22.1705(a)(1), insert the following clause:

Combating Trafficking in Persons (Oct 2025)

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

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

Coercion means-

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

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

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

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

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

(1) Means any item of supply (including *construction* material) that is—

(i) A *commercial product* (as defined in paragraph (1) of the definition of "*commercial product*" at Federal *Acquisition* Regulation (FAR) 2.101;

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

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

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

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

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

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

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

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

harm or physical restraint; or

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

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

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

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

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) *Recruitment fees* include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing *employees* or potential *employees*;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, *agents* or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to *employees* or potential *employees*;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and *insurance*; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) *Agents*;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/*affiliates* of the employer;

(F) Any *agent* or *employee* of such entities; and

(G) *Subcontractors* at all tiers.

Severe forms of trafficking in persons means-

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

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

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge *employees* or potential *employees recruitment fees*;

(7)

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

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

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

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

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

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

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

paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

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

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

(c) *Contractor requirements*. The Contractor *shall*-

(1) Notify its *employees* and *agents* of-

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

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

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

(d) *Notification.*

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

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

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

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

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause *may* result in-

(1) Requiring the Contractor to remove a Contractor *employee* or *employees* from the performance of the contract;

(2) Requiring the Contractor to terminate a *subcontract*;

(3) *Suspension* of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

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

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

(7) *Suspension* or *debarment*.

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

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

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

(g) *Full cooperation*.

(1) The Contractor *shall*, at a minimum-

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

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

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

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

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

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

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

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

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

(h) *Compliance plan*.

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

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

(ii) Has an estimated value that exceeds $700,000.

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

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

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

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

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

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

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

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

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

(4) *Posting*.

(i) The Contractor *shall* post the relevant contents of the compliance plan, no later than the initiation

of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor *shall* provide the relevant contents of the compliance plan to each worker *in writing*.

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

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

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

(ii) After having conducted due diligence, either-

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

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

(i) *Subcontracts*.

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

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

(ii) Has an estimated value that exceeds $700,000.

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

(End of clause)

Alternate I (Mar 2015). As prescribed in 22.1705 (a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

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

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

Document Title	Document *may* be obtained from:	Applies to performance in/at:
_____	_____	_____
_____	_____	_____

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.*]

Parent topic: 52.222 [Reserved]