

HQ, USF-I
CAMP VICTORY, IRAQ
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ROUTINE [GREEN]

(U) **TAB A TO APPENDIX 13 TO ANNEX C (OPERATIONS) TO USF-I OPERATIONS ORDER 10-01**

(U) REQUIRED CONTRACT PROVISIONS

(U) REFERENCES.

- A. (U) DODI 3020.50, Private Security contractors (PSCs) operating in contingency operations
- b. (U) DODI 3020.41, Program Management for Acquisition and Operational Contract support in Contingency Operations
- c. (U) DFARS 252.225-7040, Contractor personnel supporting a force deployed outside the United States
- d. (U) Class Deviation 2007-o0010, Contractor personnel in the United States Central Command Area of Responsibility
- e. (U) US CENTCOM Message, USCENTCOM policy and delegation of Authority for personnel protection and contract security service arming of DoD Civilian personnel and contractors for Iraq and Afghanistan - dated 23 Dec 2005
- f. (U) US CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of authority for Iraq and Afghanistan, dated 7 Nov 2006
- g. (U) US CENTCOM Message, modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of authority for Iraq and Afghanistan, dated 9 Jun 2009
- h. (U) PA MEMORANDUM NUMBER 17, REGISTRATION REQUIREMENTS FOR PRIVATE SECURITY COMPANIES (PSC), 26 JUN 04 (AVAILABLE ON THE INTERNET AT [HTTP://IRAQIINTERIOR.COM/PSCD/PSCD_REGISTRY1.HTM](http://iraqiinterior.com/PSCD/PSCD_REGISTRY1.HTM)), APPLICABLE TO U.S. GOVERNMENT CONTRACTED PSCS UNDER AUTHORITY OF CPA ORDER NUMBER 17 (REVISED), STATUS OF THE COALITION PROVISIONAL AUTHORITY, MNF-IRAQ, CERTAIN MISSIONS AND PERSONNEL IN IRAQ, DTD 27 JUN 04
- i. (U) USCENTCOM OPORD 05-02, ANNEX B, APPENDIX 8 TO ANNEX C, ARMING AND USE OF FORCE POLICY, 16 JUN 08
- j. (U) DODI 5525.11, CRIMINAL JURISDICTION OVER CIVILIANS EMPLOYED BY OR ACCOMPANYING THE ARMED FORCES OUTSIDE THE UNITED STATES, CERTAIN SERVICE MEMBERS AND FORMER SERVICE MEMBERS, 3 MAR 05.
- k. (U) MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE AND THE DEPARTMENT OF STATE ON USG PRIVATE SECURITY CONTRACTORS IN IRAQ, DTD 05 DEC 07
- l. (U) MNF-I, US EMBASSY MEMORANDUM OF AGREEMENT, DATED 05 DEC 07.

(U) TIME ZONE USED THROUGHOUT THIS ORDER: CHARLIE (C)

1. (U) **ARMING OF CONTRACTORS: IRAQ.** THE PURPOSE OF THIS ENCLOSURE IS TO PROVIDE GUIDANCE AND IDENTIFY REQUIREMENTS THAT MUST BE INCORPORATED IN ALL CONTRACTS BETWEEN ANY DOD CONTRACTING AGENCY AND CIVILIAN CONTRACTOR COMPANIES ARMING EMPLOYEES. PRIVATE SECURITY CONTRACTORS, AND JCC-I/A REPORTING REQUIREMENTS, ARE ALSO NOTED.

2. (U) JCC-I/A SHALL ENSURE THAT THE FOLLOWING LANGUAGE IN PARAGRAPHS 3.A. THROUGH 3.L.2 OF THIS TAB SHALL BE INCORPORATED IN ALL SOLICITATIONS AND CONTRACTS WHERE ARMING OF CONTRACTED EMPLOYEES IS CONTEMPLATED IN IRAQ.

2.A. (U) THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS THAT REQUIRE ARMING UNDER DOD CONTRACTS AGREE TO COMPLY WITH ALL EXISTING AND FUTURE LAWS, REGULATIONS, ORDERS, DIRECTIVES AND AGREEMENTS (TO INCLUDE ANY SOFA OR SOFA-LIKE DOCUMENT) THAT MAY BE APPLICABLE TO THE USE OF PRIVATE SECURITY PERSONNEL AND OTHER ARMED CONTRACTORS IN IRAQ, INCLUDING US CENTCOM, UNITED STATES FORCES IRAQ (USF-I) ORDERS, INSTRUCTIONS, AND DIRECTIVES. THIS INCLUDES THIS TAB, WHICH PROVIDES THE USF-I COMMANDER'S OVERARCHING DIRECTIVES FOR ARMED CONTRACTORS OPERATING IN THE IRAQI JOINT OPERATIONS AREA (IJOA). THIS ALSO INCLUDES FULL COMPLIANCE WITH GOI IMPLEMENTATION OF THE LICENSING REQUIREMENTS OF CPA MEMORANDUM 17.

2.A.1. (U) THE CONTRACTOR SHALL ENSURE THAT ALL SUBCONTRACTORS AND THEIR EMPLOYEES AT ANY TIER, ARMED UNDER THE PROVISIONS OF THIS CONTRACT, COMPLY WITH THE REQUIREMENTS OF THIS CLAUSE.

2.A.2. (U) IF THE USE OF SUBCONTRACTORS IS CONTEMPLATED FOR THE PERFORMANCE OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT ITS SUBCONTRACTOR PLAN TO JCC-I/A FOR APPROVAL.

3. (U) **EXECUTION:** ALL CONTRACTORS IN THE USF-I JOINT OPERATIONS AREA WILL COMPLY WITH AND ENSURE THAT THEIR PERSONNEL SUPPORTING USF-I FORCES, INCLUDING PERSONNEL AT ANY TIER OF SUBCONTRACTING RELATIONSHIPS, ARE FAMILIAR WITH AND COMPLY WITH ALL APPLICABLE ORDERS, DIRECTIVES, AND INSTRUCTIONS ISSUED BY THE USF-I COMMANDER RELATING TO FORCE PROTECTION AND SAFETY.

3.A.1. (U) THE CONTRACTOR SHALL PROVIDE AN INITIAL REPORT OF ALL WEAPONS FIRING INCIDENTS OR ANY OTHER SERIOUS INCIDENTS THEY OR THEIR SUBCONTRACTORS ARE INVOLVED IN, TO THE USF-I CONTRACTOR OPERATIONS CELL (CONOC) AS SOON AS PRACTICAL, BUT NOT LATER THAN 4 HOURS AFTER THE INCIDENT. THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS SHALL SUBMIT A FINAL WRITTEN REPORT TO THE CONOC, THE CONTRACTING OFFICER (KO) WITHIN 96 HOURS OF THE INCIDENT. INTERIM REPORTS SHALL BE SUBMITTED BETWEEN THE INITIAL AND FINAL REPORT, WHEN NECESSARY TO THE CONOC.

3.A.2. (U) THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS AT ALL TIERS, AND CONTRACTED EMPLOYEES AT ALL TIERS INVOLVED IN A SERIOUS INCIDENT WITH LOCAL NATIONALS WILL ALSO PROVIDE FIRST AID AND REQUEST MEDEVAC (IF REQUIRED) FOR INJURED PERSONS, AND REMAIN AVAILABLE FOR MILITARY RESPONSE FORCES, AS APPROPRIATE BASED UPON THE THREAT SITUATION. SERIOUS INCIDENTS WITHIN THE MEANING OF THIS PARAGRAPH INCLUDES, BUT IS NOT LIMITED TO, ANY INCIDENT WHICH INCLUDES DEATH OR INJURIES WHICH MIGHT RESULT IN SIGNIFICANT PHYSICAL IMPAIRMENT TO INCLUDE LOSS OF USE OF A LIMB, EXTREMITIES (E.G., FINGERS), PHYSICAL MOBILITY, OR EYESIGHT.

3.A.3. (U) CONTRACTOR EMPLOYEES SHALL CARRY THEIR LETTER OF ARMING AUTHORIZATION (LAAS) AT ALL TIMES THAT THEY ARE ARMED AND MAY BE DETAINED BY US FORCES IF THEY LACK PROPER IDENTIFICATION. PROLONGED DETENTION MAY BE ALLEVIATED IF CONTRACTOR EMPLOYEES CARRY ON THEIR PERSON THE CONTRACTOR'S NAME, THE CONTRACT NUMBER, A POC IN THE CONTRACTOR'S MANAGEMENT, AND THE PHONE NUMBER OF THE USF-I J3 CONTRACTOR OPERATIONS CELL (CONOC).

3.A.4. (U) USF-I FORCES CAN STOP, SEARCH, AND DETAIN CONTRACTOR EMPLOYEES, AND SEIZE THEIR WEAPONS IF USF-I FORCES OBSERVE A RULES OF USE OF FORCE VIOLATION IAW USF-I OPORD 10-01 ANNEX C APPENDIX 10 TAB D, WEAPONS DISCHARGE INCIDENT, OR HAVE A REASONABLE SUSPICION OF CRIMINAL BEHAVIOR, POSSESSION OF UNAUTHORIZED WEAPONS, OR CONDUCT THAT THREATENS SECURITY.

3.A.5. (U) USF-I FORCES AND USF-I CONTRACTORS WILL REPORT ALL OBSERVED DOD ARMED CONTRACTOR EMPLOYEES/DOD CIVILIANS AND PSCS USE OF FORCE INCIDENTS THROUGH THEIR CHAIN OF COMMAND TO THE CONOC.

3.B. (U) REQUIRED CONTRACTOR DOCUMENTATION: THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS THAT REQUIRE ARMING APPROVAL WILL PROVIDE THE FOLLOWING TO THE KO AND/OR DESIGNATED CONTRACTING OFFICER REPRESENTATIVE (COR) NLT ONE DAY UPON REQUEST AND FOR NEW PERSONNEL WITHIN 15 DAYS AFTER HIRING OR TRANSFER ONTO THE CONTRACT:

3.B.1. (U) DOCUMENTATION OF TRAINING: THE CONTRACTOR SHALL PROVIDE TRAINING FOR EACH EMPLOYEE WHO WILL BE ARMED UNDER THE CONTRACT FOR THE FOLLOWING SUBJECT AREAS AND DOCUMENT THAT TRAINING ON:

3.B.1.A. (U) WEAPONS QUALIFICATION/FAMILIARIZATION: ALL EMPLOYEES MUST MEET THE QUALIFICATION REQUIREMENTS ESTABLISHED BY ANY DOD OR OTHER U.S. GOVERNMENT AGENCY FOR EACH WEAPON THEY ARE AUTHORIZED TO POSSESS.

3.B.1.B. (U) LAW OF ARMED CONFLICT (LOAC) TRAINING.

3.B.1.C. (U) RULES FOR THE USE OF FORCE (RUF), AS DEFINED BY CURRENT US CENTCOM POLICY, (TO DATE US CENTCOM POLICY DATED 06 NOV 06 AND CJCSI 3121.01B, STANDING RULES OF ENGAGEMENT/STANDING RULES FOR THE USE OF FORCE, JUN 08), AS WELL AS USF-I ORDERS, INSTRUCTIONS, AND DIRECTIVES ADDRESSING RUF AND GRADUATED FORCE RESPONSE (GFR) PROCEDURES.

3.B.1.D. (U) ACKNOWLEDGEMENT OF THE DISTINCTION BETWEEN THE ABOVE-PRESCRIBED RUF AND THE RULES OF ENGAGEMENT (ROE), WHICH ARE APPLICABLE ONLY TO MILITARY FORCES.

3.B.2. (U) COMPLETED DD FORM 2760 (OR EQUIVALENT DOCUMENTATION) FOR EACH ARMED EMPLOYEE, INDICATING THAT THE EMPLOYEE IS NOT OTHERWISE PROHIBITED UNDER U.S. LAW FROM POSSESSING THE REQUIRED WEAPON OR AMMUNITION.

3.B.3. (U) A COPY OF A BUSINESS LICENSE FROM THE IRAQI MINISTRY OF TRADE (MOT) OR DOCUMENTED PROOF FROM MOT THAT THE LICENSING PROCESS HAS BEEN INITIATED.

3.B.4. (U) A COPY OF A LICENSE TO OPERATE AS A PSC FROM THE IRAQI MINISTRY OF INTERIOR (MOI) OR DOCUMENTED PROOF FROM MOI THAT THE LICENSING PROCESS HAS BEEN INITIATED.

3.B.5. (U) A COMMUNICATIONS PLAN THAT, AT A MINIMUM, MEETS THE CRITERIA SET FORTH IN THIS TAB AND TAB B.

3.B.6. (U) THE CONTRACTOR AND ITS SUBCONTRACTOR, AS APPLICABLE, ARE RESPONSIBLE FOR ACCOMPLISHING BACKGROUND CHECKS ON ALL CONTRACTOR AND SUBCONTRACTOR EMPLOYEES WHO WILL BE ARMED UNDER THE CONTRACT. THE CONTRACTOR AND THE SUBCONTRACTOR SHALL, AT A MINIMUM, PERFORM THE FOLLOWING (WHICH WILL BE SPECIFICALLY ADDRESSED IN ITS PLAN AND WHICH WILL BE DOCUMENTED AND FURNISHED TO THE KO OR THE DESIGNATED COR UPON COMPLETION):

3.B.6.A. (U) CONDUCT BACKGROUND CHECKS. THE SOURCES AVAILABLE FOR USE DEPEND ON THE NATION OF ORIGIN. TO THE EXTENT POSSIBLE, THE FOLLOWING SOURCES SHOULD BE USED FOR CONDUCTING A THOROUGH BACKGROUND CHECK: FBI, COUNTRY OF

ORIGIN CRIMINAL RECORDS, COUNTRY OF ORIGIN US EMBASSY INFORMATION REQUEST, CIA RECORDS, AND/OR ANY OTHER EQUIVALENT RECORDS SYSTEMS.

3.B.6.B. (U) VERIFY WITH USF-I PROVOST MARSHAL THAT NO EMPLOYEE HAS BEEN BARRED BY ANY COMMANDER WITHIN IRAQ.

3.B.6.C. (U) CERTIFY, AFTER COMPLETING ALL CHECKS, THAT ALL PERSONS ARMED UNDER THIS CONTRACT WOULD NOT BE PROHIBITED FROM POSSESSING A WEAPON OR AMMUNITION IF THEY WERE PRESENT IN THE UNITED STATES UNDER FEDERAL LAW, INCLUDING THE GUN CONTROL ACT OF 1964 AND IMPLEMENTING REGULATIONS.

3.C. (U) REQUIRED CONTRACTOR ACKNOWLEDGEMENTS: THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS THAT REQUIRE ARMING APPROVAL WILL PROVIDE WRITTEN ACKNOWLEDGEMENT OF THE FOLLOWING TO THE KO OR DESIGNATED COR:

3.C.1. (U) PENALTIES FOR NON-COMPLIANCE: FAILURE OF CONTRACTOR OR SUBCONTRACTOR EMPLOYEE(S) TO COMPLY WITH THE LAWS, REGULATIONS, ORDERS, AND RULES GOVERNING ARMING AUTHORIZATION, RUF/GFR PROCEDURES OR INCIDENT REPORTING REQUIREMENTS MAY RESULT IN THE REVOCATION OF WEAPONS AUTHORIZATION FOR SPECIFIC EMPLOYEE(S) AND, WHERE APPROPRIATE, THE TOTAL REVOCATION OF WEAPONS AUTHORIZATION FOR THE CONTRACTOR (OR SUBCONTRACTOR) AND SANCTIONS UNDER THE CONTRACT, INCLUDING TERMINATION.

3.C.1.A. (U) THE DURATION OF ANY TOTAL REVOCATION FOR THE CONTRACTOR (OR SUBCONTRACTOR) (E.G. FOR A SINGLE TRAINING/SAFETY DAY OR LONGER) WILL BE DETERMINED BY THE KO IN CONSULTATION WITH USF-I J3 PROTECTION ACOB AND APPROPRIATE COMMANDER BASED ON ASSESSMENT OF THE CONTRACTOR'S (OR SUBCONTRACTOR'S) PLAN AND ABILITY TO REMEDY THE ISSUES THAT RESULTED IN THE REVOCATION.

3.C.1.B. (U) REVOCATION OF ARMING AUTHORIZATION MAY RESULT IN A REDUCTION OF PAYMENT TO THE CONTRACTOR FOR THE AFFECTED PERIOD AS DETERMINED BY THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) IN CONSULTATION WITH ACOB.

3.C.2. (U) CRIMINAL AND CIVIL LIABILITY: ARMING OF CONTRACTOR OR SUBCONTRACTOR EMPLOYEES UNDER THIS CONTRACT MAY SUBJECT THE CONTRACTOR, ITS SUBCONTRACTORS, AND PERSONS EMPLOYED BY THE SAME, TO U.S. AND HOST NATION PROSECUTION AND CIVIL LIABILITY. "HOST NATION" REFERS TO THE NATION OR NATIONS WHERE SERVICES UNDER THIS CONTRACT ARE PERFORMED, I.E. IRAQ.

3.C.3. (U) VIOLATION OF ANY RELEVANT LAWS, REGULATIONS, ORDERS, DIRECTIVES AND INSTRUCTIONS (INCLUDING THOSE ISSUED BY USCENTCOM, USF-I AND SUBORDINATE COMMANDS) MAY SUBJECT AN OFFENDER TO ADMINISTRATIVE OR DISCIPLINARY ACTION UNDER THE UCMJ, CONTRACT TERMS OR CRIMINAL PROSECUTION UNDER US OR HOST NATION LAW. EMPLOYEES OF DOD CONTRACTORS AND SUBCONTRACTORS MUST ADHERE TO GENERAL ORDER #1.

3.C.4. (U) DUTY TO KEEP TRAINING CURRENT: FAILURE TO SUCCESSFULLY RETRAIN AN EMPLOYEE WHO IS ARMED UNDER THIS CONTRACT WITHIN TWELVE (12) MONTHS OF THE LAST WEAPONS TRAINING DATE WILL RESULT IN AN AUTOMATIC SUSPENSION OF THE EMPLOYEE'S AUTHORIZATION TO POSSESS AND CARRY THE WEAPON. FAILURE TO SUCCESSFULLY RETRAIN AN ARMED EMPLOYEE ON RUF AND GFR PROCEDURES WITHIN THREE (3) MONTHS OF THE LAST RUF/GFR TRAINING DATE WILL RESULT IN AN AUTOMATIC SUSPENSION OF THE EMPLOYEE'S AUTHORIZATION TO POSSESS AND CARRY THE WEAPON. ALL UNAUTHORIZED EMPLOYEES WILL IMMEDIATELY SURRENDER THEIR WEAPON TO THE CONTRACTOR AND WILL REMAIN UNARMED UNTIL SUCH TIME AS THEY ARE RETRAINED AND

THE KO DETERMINES THAT THE RETRAINING HAS BEEN COMPLETED.

3.D. (U) AUTHORIZED WEAPON & AMMUNITION TYPES: UNLESS DCDRUSCENTCOM (OR A DESIGNEE) PROVIDES OTHERWISE, ALL ARMING REQUESTS AND AUTHORIZATIONS FOR CONTRACTOR OR SUBCONTRACTOR EMPLOYEES UNDER THIS CONTRACT SHALL BE LIMITED TO U.S. GOVERNMENT-APPROVED WEAPONS AND AMMUNITION. THIS RESTRICTION APPLIES TO ALL WEAPONS IN THE POSSESSION OF CONTRACTOR EMPLOYEES, EVEN IF SUCH WEAPONS ARE REQUIRED FOR PERSONAL PROTECTION. THE FOLLOWING WEAPONS AND AMMUNITION ARE CURRENTLY AUTHORIZED BY THE U.S. GOVERNMENT FOR USE IN IRAQ:

3.D.1. (U) THE M9, M4, M16, OR EQUIVALENT (E.G. .45 CAL, AK-47) ARE THE STANDARD WEAPONS USED FOR PERSONAL SECURITY AND PROTECTION. OTHER WEAPONS SYSTEMS MAY BE REQUESTED BY THE CONTRACTOR AND APPROVED FOR INCLUSION IN THE CONTRACT BY THE KO. ACTUAL ARMING AUTHORIZATION TO POSSESS REQUESTED WEAPONS IS PROCESSED ON AN INDIVIDUAL, CASE BY CASE BASIS WHEN APPLIED FOR BY THE SPONSORING COMMAND (I.E. REQUIRING ACTIVITY) IAW THE ESTABLISHED USF-I CIVILIAN ARMING PROGRAM (CAP).

3.D.1.A. (U) THE MP5 CLASS OF WEAPON IS NOT A STANDARD WEAPON AND REQUIRES JUSTIFICATION AND SPECIFIC AUTHORIZATION.

3.D.1.B. (U) WEAPONS SILENCERS ARE NOT AUTHORIZED AT ANY TIME.

3.D.1.C. (U) INCENDIARY DEVICES REQUIRE SPECIFIC CAP AUTHORIZATION AND SHALL ONLY BE USED TO DESTROY SENSITIVE EQUIPMENT IN ORDER TO PREVENT SUCH EQUIPMENT FROM BEING COMPROMISED.

3.D.2. (U) THE M9 OR EQUIVALENT SIDEARM WILL BE THE STANDARD PERSONAL PROTECTION WEAPON UNLESS OTHER WEAPONS ARE SPECIFICALLY REQUESTED AND APPROVED.

3.D.3. (U) US GOVERNMENT BALL AMMUNITION IS THE STANDARD APPROVED AMMUNITION.

3.E. (U) REQUIREMENTS FOR INDIVIDUAL WEAPONS POSSESSION: ALL EMPLOYEES OF THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS WHO ARE ARMED UNDER THIS CONTRACT SHALL:

3.E.1. (U) POSSESS ONLY THOSE U.S. GOVERNMENT-APPROVED WEAPONS AND AMMUNITION FOR WHICH THEY ARE QUALIFIED AND AUTHORIZED UNDER THE REQUIREMENTS OF TAB B CONTRACTOR ARMING AUTHORIZATION REQUIREMENTS, PROCEDURES, AND RESPONSIBILITIES (NEGLIGENT DISCHARGE POLICY AND PROCEDURES).

3.E.2. (U) CARRY WEAPONS ONLY WHEN ON DUTY OR AT A SPECIFIC POST, UNLESS THE THREAT SITUATION REQUIRES CONTINUOUS ARMING FOR PERSONAL PROTECTION. THIS DETERMINATION SHALL BE MADE BY THE LOCAL FOB OR INSTALLATION COMMANDER.

3.E.3. (U) NOT CONCEAL ANY WEAPONS, UNLESS SPECIFICALLY AUTHORIZED IN THE LAA.

3.E.4. (U) HAVE PROOF OF AUTHORIZATION TO BE ARMED WITH THE INDIVIDUAL AT ALL TIMES. PROOF OF AUTHORIZATION INCLUDES BOTH THE MEMORANDUM OF AUTHORIZATION PROVIDED BY USF-I AND A VALID WEAPONS LICENSE ISSUED BY THE MINISTRY OF INTERIOR. EMPLOYEES NOT POSSESSING SUCH PROOF WILL BE DEEMED UNAUTHORIZED AND MUST SURRENDER THEIR WEAPON TO THEIR EMPLOYER OR ANY U.S. MILITARY PERSONNEL.

3.E.5. (U) MOI IS ISSUING WEAPONS CARDS AND MOI EMPLOYEE IDS TO PSCS THAT PROPERLY REGISTER WITH MOI. ALL PSCS ARE REQUIRED TO SUBMIT ALL DOCUMENTATION REQUIRED TO RECEIVE WEAPONS CARDS AND EMPLOYEE IDS TO MOI AS PART OF THE MOI LICENSING PROCESS. FAILURE TO BE IN FULL COMPLIANCE WITH MOI REQUIREMENTS COULD RESULT IN ADVERSE CONTRACT ACTIONS. MOI WILL ISSUE LETTERS OF EXCEPTION FOR THOSE PSCS WHO HAVE SUBMITTED ALL REQUIRED DOCUMENTATION BUT ARE AWAITING RECEIPT OF CREDENTIALS FROM MOI.

3.F. (U) WEAPONS/EQUIPMENT RESTRICTIONS, RESPONSIBILITIES AND INSPECTION ARE AS FOLLOWS:

3.F.1. (U) UNLESS OTHERWISE AUTHORIZED UNDER THE CONTRACT THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL WEAPONS AND AMMUNITION TO THOSE EMPLOYEES THAT WILL BE ARMED UNDER THE CONTRACT. THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS WILL ALSO PROVIDE BALLISTIC BODY ARMOR, BALLISTIC HELMETS, AND THE NUCLEAR, BIOLOGICAL, AND CHEMICAL (NBC) PROTECTIVE MASKS TO THOSE EMPLOYEES THAT REQUIRE SUCH EQUIPMENT IN THE PERFORMANCE OF THEIR DUTIES.

3.F.2. (U) CONTRACTOR (INCLUDING SUBCONTRACTOR) ARMS ROOMS/STORAGE AREAS ARE SUBJECT TO INSPECTION BY THE MILITARY UNIT OR OTHER U.S. GOVERNMENT ENTITY RESPONSIBLE FOR SECURITY OF THE AREA IN WHICH THE CONTRACTOR'S OR SUBCONTRACTOR'S FACILITY IS LOCATED. CONTRACTOR AND SUBCONTRACTOR FACILITIES WITHIN THE IZ ARE CURRENTLY SUBJECT TO INSPECTIONS BY JASG-C PERSONNEL, AND THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE JASG-C, UPON REQUEST, COPIES OF ALL CONTRACTS, WEAPONS AUTHORIZATIONS, ARMING AUTHORIZATIONS, AND TRAINING RECORDS.

3.G. (U) RULES FOR THE USE OF FORCE (RUF) AND GRADUATED FORCE RESPONSE (GFR) PROCEDURES ARE AS FOLLOWS:

3.G.1. (U) THE CONTRACTOR AND ITS SUBCONTRACTORS, INCLUDING PERSONNEL AT ANY TIER OF SUBCONTRACTING RELATIONSHIPS, SHALL COMPLY WITH THE CENTCOM RUF AND ALL CURRENT AND FUTURE USF-I ORDERS, INSTRUCTIONS, AND DIRECTIVES ADDRESSING RUF AND GFR PROCEDURES AND TRAINING, INCLUDING USF-I OPORD 10-01 ANNEX C APPENDIX 10 TAB D.

3.G.2. (U) IN ADDITION TO MEETING THE RUF AND GFR TRAINING REQUIREMENTS OF TAB B CONTRACTOR ARMING AUTHORIZATION REQUIREMENTS, PROCEDURES, AND RESPONSIBILITIES (NEGLIGENT DISCHARGE POLICY AND PROCEDURES), THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS WILL MONITOR AND REPORT ALL ACTIVITIES OF ITS ARMED EMPLOYEES THAT MAY VIOLATE THE RUF. PROMPT REPORTING OF INCIDENTS IS REQUIRED.

3.G.3. (U) VIOLATIONS OF THE RUF INCLUDE, BUT ARE NOT LIMITED TO:

3.G.3.1. (U) TAKING A DIRECT PART IN HOSTILITIES OR COMBAT ACTIONS, OTHER THAN TO EXERCISE SELF-DEFENSE.

3.G.3.2. (U) FAILING TO COOPERATE WITH HOST NATION FORCES.

3.G.3.3. (U) USING DEADLY FORCE (INCLUDING ANY WARNING OR DISABLING SHOT) EXCEPT AS EXPRESSLY PERMITTED IN USF-I OPORD 10-01 ANNEX C APPENDIX 10 TAB D.

3.G.3.4. (U) FAILING TO PROPERLY USE GRADUATED FORCE RESPONSE PROCEDURES.

3.G.3.5. (U) FAILING TO TREAT THE LOCAL CIVILIANS WITH DIGNITY AND RESPECT.

3.G.3.6. (U) DETAINING LOCAL CIVILIANS, OTHER THAN IN SELF-DEFENSE OR AS REFLECTED IN THE CONTRACT TERMS.

3.H. (U) REMOVING CONTRACTOR PERSONNEL FROM ARMED SECURITY DUTIES PENDING COMPLETION OF INVESTIGATION.

3.H.1. (U) THE DISCHARGE OF ANY WEAPON, WHICH INCLUDES THE FIRING OF WEAPONS UNDER THE RULES FOR THE USE OF FORCE, (RUF), DURING GRADUATED FORCE RESPONSE (GRF) PROCEDURES, IN RESPONSE TO ATTACKS, AND NEGLIGENT DISCHARGES, AND OTHER SERIOUS INCIDENTS REQUIRE THAT THE CONTRACTOR OR SUBCONTRACTOR SUBMIT AN INITIAL SERIOUS INCIDENT REPORT. SPECIFIC REQUIREMENTS AND PROCEDURES ARE PROVIDED IN TAB C CONTRACTOR REPORTING OF SERIOUS INCIDENTS.

3.H.2. (U) USF-I J34 PROTECTION ACOB, IN CONSULTATION WITH THE KO, MAY DECIDE UPON REVIEW OF THE INITIAL SERIOUS INCIDENT REPORT THAT REMOVING THE CONTRACTOR OR SUBCONTRACTOR EMPLOYEE(S) INVOLVED FROM ARMED SECURITY DUTIES, PENDING COMPLETION OF AN INVESTIGATION OR REVIEW, IS IN THE BEST INTEREST OF THE GOVERNMENT. IF REQUIRED, THE KO WILL DIRECT THE CONTRACTOR IN WRITING (AND IF APPLICABLE, THE CONTRACTOR WILL DIRECT THE SUBCONTRACTOR IN WRITING) TO REMOVE THE EMPLOYEE(S) INVOLVED FROM ARMED SECURITY DUTIES PENDING COMPLETION OF THE INVESTIGATION OR REVIEW. ANY EMPLOYEE REMOVED FROM ARMED SECURITY DUTIES UNDER THIS CLAUSE MAY, AT THE DISCRETION OF THE CONTRACTOR OR SUBCONTRACTOR, CONTINUE TO PERFORM ADMINISTRATIVE OR OTHER UNARMED SUPPORT DUTIES. IN ACCORDANCE WITH TAB B AND TAB D COMMANDER/REQUIRING ACTIVITY REVIEW AND INVESTIGATION OF CONTRACTOR SERIOUS INCIDENTS, THE KO WILL ADVISE THE CONTRACTOR IN WRITING (AND IF APPLICABLE, THE CONTRACTOR WILL DIRECT THE SUBCONTRACTOR IN WRITING), WHEN EMPLOYEE(S) PREVIOUSLY REMOVED FROM ARMED SECURITY DUTIES MAY RESUME SUCH DUTIES. SPECIFICALLY, THE EMPLOYEE(S) MAY RESUME NORMAL DUTIES AFTER 30 DAYS UNLESS THE KO EITHER: LIFTS THE REMOVAL EARLIER, EXTENDS THE REMOVAL, OR DIRECTS OTHER ACTION INCLUDING DISCHARGE OF THE EMPLOYEE. INQUIRIES REGARDING INVESTIGATION INTERIM STATUS SHALL BE REQUESTED FROM THE CONTRACTING OFFICER REPRESENTATIVE.

3.H.3. (U) THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS SHOULD PLAN FOR UNINTERRUPTED OPERATIONS DURING CONTINGENCIES AS DESCRIBED IN THIS PARAGRAPH; HOWEVER, IT IS UNDERSTOOD THAT THIS PRECAUTIONARY ACTION AFFECTING THE CONTRACTOR'S OR SUBCONTRACTOR'S USE OF ITS EMPLOYEE(S) MAY INHIBIT THE CONTRACTOR'S OR SUBCONTRACTOR'S ABILITY TO PERFORM THE CONTRACTED SERVICES AND MAY CAUSE THE CONTRACTOR OR SUBCONTRACTOR TO INCUR ADDITIONAL COSTS. IF THE USF-I DIRECTED INVESTIGATION OR REVIEW CONCLUDES THAT THE EMPLOYEE'S ACTIONS WERE AN APPROPRIATE RESPONSE UNDER THE RUF AND GFR PROCEDURES, THE CONTRACTOR MAY PURSUE CONTRACTUAL REMEDIES AVAILABLE UNDER THE CONTRACT DISPUTES ACT INCLUDING A REQUEST FOR EQUITABLE ADJUSTMENT IN PRICE.

3.I. (U) GOVERNMENT OVERSIGHT INCLUDES:

3.I.1. (U) RETENTION AND REVIEW OF RECORDS: THE CONTRACTOR AND ALL SUBCONTRACTORS AT ALL TIERS SHALL MAINTAIN RECORDS ON WEAPONS TRAINING, LOAC AND RUF/GFR TRAINING, AND THE SCREENING OF EMPLOYEES FOR AT LEAST SIX (6) MONTHS FOLLOWING THE EXPIRATION (OR TERMINATION) OF THE CONTRACT. THE CONTRACTOR AND ITS SUBCONTRACTORS AT ALL TIERS WILL MAKE THESE RECORDS AVAILABLE TO THE KO OR DESIGNATED REPRESENTATIVE, AT NO ADDITIONAL COST TO THE GOVERNMENT, WITHIN 72 HOURS OF A REQUEST.

3.I.2. (U) QUALITY ASSURANCE VISITS: UPON REQUEST BY THE KO OR THE DESIGNATED COR, THE CONTRACTOR SHALL ALLOW THE KO, THE COR, ACOB AND/OR A GOVERNMENT

QUALITY ASSURANCE REPRESENTATIVE TO: (1) ENTER ANY CONTRACTOR FACILITY IN THE IJOA FOR THE PURPOSE OF REVIEWING AND EVALUATING THE CONTRACTOR'S PERFORMANCE, AND (2) ACCOMPANY ANY OF THE CONTRACTOR'S PRIVATE SECURITY DETAIL(S) (PSDS) AND/OR CONVOY ESCORT TEAM(S) (CETS) ON CONTRACT MISSION(S) FOR THE PURPOSE OF REVIEWING AND EVALUATING THE CONTRACTOR'S PERFORMANCE. THE GOVERNMENT WILL GIVE APPROPRIATE CONSIDERATION TO MISSION REQUIREMENTS IN ARRANGING SUCH QUALITY ASSURANCE VISITS.

3.J. (U) CONTRACTOR VEHICLES: VEHICLES USED BY CONTRACTOR AND SUBCONTRACTOR PERSONNEL IN THE COURSE OF THEIR SECURITY DUTIES SHALL NOT BE PAINTED OR MARKED TO RESEMBLE US OR HOST NATION MILITARY AND POLICE FORCE VEHICLES.

3.K. (U) QUARTERLY REPORTING: THE CONTRACTOR WILL REPORT QUARTERLY (NLT 5 JANUARY, 5 APRIL, 5 JULY AND 5 OCTOBER FOR EACH QUARTER OF THE CALENDAR YEAR) TO THE KO RESPONSIBLE FOR THIS CONTRACT, JCC-I/A, THE USF-I J3 PROTECTION ARMED CONTRACTOR OVERSIGHT BRANCH (ACOB), AND ANY OTHER ORGANIZATION DESIGNATED BY THE KO, THE FOLLOWING INFORMATION UNDER THIS CONTRACT:

3.K.1. (U) THE TOTAL NUMBER OF CONTRACTED EMPLOYEES SUPPORTING THE CONTRACT (INCLUDING EMPLOYEES AT ANY TIER OF SUBCONTRACTING), DELINEATED BY COMPANY, AND WITHIN EACH COMPANY, BY NUMBER OF US, THIRD COUNTRY NATIONAL (TCN) AND LOCAL NATIONAL (LN) PERSONNEL.

3.K.2. (U) THE TOTAL NUMBER OF ARMED CONTRACTED EMPLOYEES SUPPORTING THE CONTRACT (INCLUDING EMPLOYEES AT ANY TIER OF SUBCONTRACTING), DELINEATED BY COMPANY, AND WITHIN EACH COMPANY, BY NUMBER OF US, THIRD COUNTRY NATIONAL (TCN) AND LOCAL NATIONAL (LN) PERSONNEL.

3.K.3. (U) THE NAMES AND CONTACT INFORMATION OF ITS SUBCONTRACTORS AT ALL TIERS.

3.K.4. (U) A WEAPONS INVENTORY BY TYPE AND SERIAL NUMBER.

3.L. (U) THE RA SHALL NOT REQUEST, NOR SHALL IT ALLOW, THE PSC/ARMED CONTRACTOR UNDER CONTRACT WITH THE RA COMMAND TO PERFORM ANY ACTS OUTSIDE THE SCOPE OF WORK DETAILED IN THE GOVERNING CONTRACT. SUCH PROHIBITED ACTS MAY INCLUDE, BUT ARE NOT LIMITED TO:

3.L.1. (U) THE DETENTION OF LOCAL NATIONALS (LN) OR THIRD COUNTRY NATIONALS (TCN). WHILE IT MAY BE NECESSARY IN THE PERFORMANCE OF THEIR OFFICIAL DUTY UNDER THE GOVERNING CONTRACT TO DETAIN AND/OR SUBDUE PERSON(S) SUCH AS LNS OR TCNS DEEMED TO BE AN IMMEDIATE THREAT TO SECURITY, SUCH DETENTION SHALL BE TEMPORARY IN NATURE AND ONLY UNTIL SUCH TIME AS THE PROPER US AND/OR IRAQI SECURITY FORCES (ISF) CAN BE NOTIFIED AND ARRIVE TO TAKE OFFICIAL CUSTODY. AT NO TIME SHALL US OR ISF ASK A PSC/ARMED CONTRACTOR PERSONNEL TO DETAIN LN OR TCN PERSONS.

3.L.2. (U) USE OF WEAPONS FOR OTHER THAN SELF-DEFENSE OR PERMITTED USES IAW APPLICABLE ORDERS, DIRECTIVES, AND INSTRUCTIONS ISSUED BY THE USF-I COMMANDER OR DELEGATED AUTHORITY RELATING TO FORCE PROTECTION AND SAFETY IS STRICTLY PROHIBITED, (E.G. SHOOTING AT WILD ANIMALS, UNAUTHORIZED TARGET PRACTICE, UNAUTHORIZED WARNING SHOTS, ETC.)

3.M. (U) JCC-I/A SHALL:

3.M.1. (U) MAINTAIN (OR ENSURE DCMA MAINTAINS WHEN DELEGATED ADMINISTRATION) A CURRENT CONTACT LIST OF KOS, CORS AND RAS FOR ALL DOD CONTRACTS UNDER WHICH

PSCS OR OTHER ARMED CONTRACTORS OPERATE IN THE IJOA, WHETHER THE PSC OPERATES AT THE PRIME OR SUBCONTRACT LEVEL. ON THE 5TH OF EACH MONTH PROVIDE THIS LIST TO ACOB, IDENTIFIED CORS, AND USF-I J8.

3.M.2. (U) ENSURE (OR ENSURE DCMA MAINTAINS WHEN DELEGATED ADMINISTRATION) ADEQUATELY TRAINED CONTRACTING OFFICER REPRESENTATIVES (CORS) ARE APPOINTED TO PROVIDE EFFECTIVE OVERSIGHT OF PSC CONTRACTS AND OTHER CONTRACTS UNDER WHICH CONTRACTORS ARE ARMED IN IRAQ. PROVIDE AN UPDATED RECORD OF COR TRAINING TO ACOB ON THE 5TH OF THE MONTH.

3.M.3. (U) PROVIDE ACOB WITH CONTRACT DATA, REQUIRING ACTIVITY, AND VENDOR POINTS OF CONTACT ON REQUEST.

3.M.4. (U) PROVIDE REQUESTED INFORMATION IN SUPPORT OF ACOB OVERSIGHT OF PSC INCIDENT REPORTING, REVIEW AND INVESTIGATION.

3.M.5. (U) RECORD PSC AND ARMED CONTRACTOR PERFORMANCE DATA IN ORDER TO PROVIDE HISTORICAL PERFORMANCE DATA TO CURRENT AND FUTURE RAS.

5.B. (U) **POINTS OF CONTACT:**

5.B.1. (U) USF-I J34 PROTECTION ACOB, POC SFC ANTHONY BUTTS, EMAIL: MNF-I-CJ3.ACOB@IRAQ.CENTCOM.MIL VOIP: 485-5712, SVOIP: 241-8890.

5.B.2. (U) JCC-I/A POC IS LCDR NICOLA GATHRIGHT, JCC-I/A, POC EMAIL: NICOLA.GATHRIGHT@IRAQ.CENTCOM.MIL , DSN, 318-485-3027.

5.B.3. (U) DCMA (DEFENSE CONTRACT MANAGEMENT AGENCY). POC IS LTC JOHNNY BROUGHTON, JOHNNY.BROUGHTON@IRAQ.CENTCOM.MIL, DSN: 318-485-3903

ACKNOWLEDGE

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