

Human Trafficking

Written by Nick Sanders

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Hi Tim--and thanks for the comment. Yes, with all the real issues that need to be tackled, the FAR Councils saw fit to focus on, and issue, this new rule ... and they did so as an interim rule (because of the urgent and compelling circumstances, of course). Even though it's an interim rule, you and others can still submit comments -- and you are strongly encouraged to do so!

To your point, however, I would offer the existing contract clause 52.222-50 ("Combating Trafficking in Persons"). While human trafficking is reprehensible and should be stopped immediately wherever found, the clause goes a bit further. It prohibits "the procurement of commercial sex acts". Further, it defines "commercial sex acts" as "any sex act on account of which anything of value is given or received by any person". Let's note that such activities are legal and regulated by the Government in many places, including parts of Nevada as well as parts of Europe. But you can't engage in such lawful activities when you are performing on a contract that contains the clause. Moreover, the definition is so loose that simply taking your date out for a dinner might well be construed to be giving or receiving a thing of value. If one "gets lucky" one might be violating the contract prohibition. So watch out for that trap as well. I'm only half-joking here. Your concern about the intrusion of Government into non-contractual matters is well-founded. (In fact, it was Steve's presentation theme.) But you are late to the party and should probably review your contracts for the Commercial Sex Acts prohibition. If you find it, you may want to start regulating the sex lives of your company's employees, as well as those of your subcontractors' employees. As I regularly say, I don't make this stuff up.