As we **told readers** more than three years ago, the chances are that your government contract has a clause in it that prohibits human trafficking. Which is a great goal and we're sure you would never, ever, violate that contractual prohibition.

Do you have that contract clause?

It's FAR 52.222-50 ("Combating Trafficking in Persons," March 2015). Why don't you go look and see if you have it? We'll wait.

You probably have it, because the clause is required to be inserted in every single solicitation and contract issued by the government. So let's assume you're going to find it—at least, it will be listed in Section I of your contract, which is for clauses incorporated by reference.

Good. Now: have you read it?

Yeah, you're probably going to want to read it. It's long and perhaps you don't think it really applies to you—because you're not that kind of company—but we suggest you read it anyway. It says more than you probably think it does.

We mean to say that the clause contains more compliance requirements than simply "don't traffic in human beings." Because if that's all it said, most of us would be good and we wouldn't need to even write a blog article about the clause.

But *oh no*, dear readers, it says more than you think it does.

Among many other things, the contract clause 52.222-50 prohibits "procuring commercial sex acts during the period of performance of the contract." Anywhere. Even where procuring such may be legal.

It used to be that what happened on R&R stayed on R&R, but no longer. Now what happens on R&R can really cause some corporate problems.

Read our article (link in the first sentence) about what the clause requires, in terms of compliance. Read the clause itself. Understand what you need to do, and understand what your employees, agents, and suppliers cannot do.

After reading all that, you might be prepared to appreciate this DoJ **press release** , in which it was announced that a "contractor for the Department of Defense" was sentenced to six years in prison for "engaging in commercial sex with a minor in the Philippines." The press release provided the sordid details, to wit—

On April 19, James Marvin Reed, 62, pleaded guilty to engaging in illicit sexual conduct in a foreign place. According to court documents, from in or about September 2007 until in or about December 2007, Reed, then 52 years old, engaged in commercial sexual intercourse on multiple occasions with the then 14-year-old victim, and impregnated her, while he was working in the Philippines as a contractor for the U.S. Department of Defense. In 2016, he was arrested by Philippine authorities and returned to the United States for prosecution.

Of course, nothing like that would ever happen to any of *your* employees, who are all upstanding citizens of the highest levels of integrity.

But are you sure of that?

How do you know?

How do you know for sure?