

U. S. Department of Labor

Office of Workers' Compensation Programs
Division of Longshore and
Harbor Workers' Compensation
200 Constitution Avenue, Room C-4319
Washington, DC 20210



WAIVER ISSUED UNDER SECTION 1651(e) OF THE DEFENSE BASE ACT

Issue Date: April 22, 2016
Expiration Date: April 22, 2019
Waiver Type: Contract
Country: New Zealand & Antarctica
Waiver Number: NSF 2016-1
Contract Number: LMC ASC-NZ-001 (prime contract number NSFDACS1219442)

A. Authority

The Defense Base Act, codified at 42 U.S.C. 1651(e), permits the Secretary of Labor, in the exercise of his discretion, upon the recommendation of the head of any department or other agency of the United States, to waive the application of the Defense Base Act with respect to any contract, subcontract or subordinate contract, work location under such contracts, or classification of employees.

B. Requesting Agency

A waiver has been requested by the National Science Foundation on behalf of PAE (New Zealand) Limited (subcontractor to Lockheed Martin Corporation under contract ASC-NZ-001) for work performed in New Zealand and Antarctica.

C. Scope of Waiver

This waiver of the Defense Base Act applies to:

1. The classification of employees set forth in Section C below
2. All contracts, subcontracts or subordinate contracts specified above;
3. All agencies of the United States;
4. Work to be performed at any location within the country specified above;
5. Work which would have otherwise been covered by the Defense Base Act.

D. Classification of Employees

All employees covered under "COMPULSORY WORKERS' COMPENSATION LAWS" of the country specified above.

The term "COMPULSORY WORKERS' COMPENSATION LAWS" means laws which provide at least for compulsory payment by an employer of compensation and medical benefits for an accidental injury (including occupational disease and death), arising out of or in the course of employment, to employees or their survivors without payment for or contribution to the cost of the insurance or benefits by the employee and without reduction for the employee's fault. The benefits for such injuries may not exclude any cause, including but not limited to injury or death resulting from war, hostilities, terrorist acts, or nuclear, biological, chemical or radiological exposure or contamination.

If third country nationals (non-citizens of the country named above) are hired, the benefits must not cease if the employee is repatriated.

E. Conditions of Waiver

1. This Waiver **does not apply** to any employee who:

- a) Is a citizen of the United States of America; or,
 - b) Is a lawful resident of the United States of America; or,
 - c) Was hired in the United States of America.
2. This waiver covers only those employees who are covered under the laws of the country specified above relating to compulsory employer provided accidental injuries, illnesses and deaths as identified in Section C and where the employer is in full conformance in all respects with all requirements and regulations of those laws at the time of any injury, illness, or death.
 3. This waiver excludes employers otherwise covered by the Defense Base Act, with respect only to the classification of employees specified in Sections C and D.2 above, from all rights and obligations under the Longshore and Harbor Workers' Compensation Act, as extended by the Defense Base Act, and in particular from:
 - a. The exclusive liability provision under 42 U.S.C. 1651(c);
 - b. The obligation to secure payment of compensation under 33 U.S.C. 932(a)(1);
 - c. The penalties for failure to secure such payment under 33 U.S.C. 938(a);
 - d. The penalties for failure to report claims under 33 U.S.C. 930(a); and,
 - e. The provisions of 33 U.S.C. 905(a).
 4. For any employees for whom the applicability of the Defense Base Act has been waived, the employer is responsible for providing for those employees the same protection as that provided by the War Hazards Compensation Act (42 U.S.C. 1701, et seq) except that the level of such benefits shall conform to any law or international agreement controlling the benefits to which those employees may be entitled.

F. Separability and Termination

If the applicability of this Waiver to any employer or employee is held to be invalid, the applicability to other employers or employees shall not be affected thereby. On expiration, modification, termination, suspension or revocation of this waiver all rights or obligations incurred under it shall continue for all injuries arising prior to that date.

G. Previous Waivers

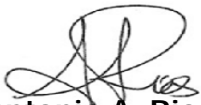
All previous Waivers granted with respect to the country specified above are hereby revoked and superseded by this Waiver. Any rights which may have accrued under previous waivers are covered under this Waiver.

H. Grant of Waiver

Pursuant to the authority granted to the Secretary of Labor under 42 U.S.C. 1651(e), waiver of the application of the Defense Base Act is hereby granted to the **National Science Foundation** on behalf of PAE (New Zealand) Limited (a subcontractor to Lockheed Martin Corporation under contract ASC-NZ-001) with respect to work performed in New Zealand and Antarctica and subject to the conditions listed above.

I. Expiration Date

This waiver is effective April 22, 2016 and expires on April 22, 2019 or upon termination of contract ASC-NZ-001 whichever is earlier.



Antonio A. Rios

Director, Division of
Longshore and Harbor Workers' Compensation