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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-190831

DATE: March 27, 1978

MATTER OF: Kazu Higuchi - Reimbursement of passport fees

- DIGEST:**
1. Section 71a of title 31, United States Code (Supp. V, 1975), states that every claim or demand cognizable by the General Accounting Office is forever barred unless it is received in GAO within 6 years after the date the claim first accrued. Therefore, that portion of claim for reimbursement of passport fees incurred in 1965 and 1970, which was received December 6, 1977, may not be considered.
 2. Local hire employee in Japan, who has no overseas transportation agreement, claims reimbursement of fee to obtain passport showing her status as United States employee. Record does not show that she was "officially required" to renew her passport. Also, "Agreement Regarding Status of United Nations Forces in Japan" does not require passport to reflect status of person who is ordinarily resident of Japan and record does not indicate claimant is not ordinarily resident of Japan. Therefore, claim is not within purview of 52 Comp. Gen. 177 and may not be paid.

This action concerns the request of Captain E. R. Tibbetts, USAF, a United States Air Force accounting and finance officer, for an advance decision pursuant to 31 U.S.C. 74 (1970). The request was forwarded on December 5, 1977, to this Office by the Per Diem, Travel and Transportation Allowance Committee. The case, which was assigned PDTATAC Control No. 77-35, is the claim of Mrs. Kazu Higuchi, apparently an American citizen, for reimbursement of passport fees paid in 1965, 1970, and 1975.

The act of October 9, 1940, 54 Stat. 1061, as amended by Public Law 93-604, approved January 2, 1975, 31 U.S.C. 71a (Supp. V, 1975) states that every claim or demand cognizable by the General

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Accounting Office shall be forever barred unless it is received in this Office within 6 years after the date such claim first accrued. Mrs. Higuchi's claim was received by our Office on December 6, 1977. Thus, under the express provisions of the law, that portion of Mrs. Higuchi's claim for reimbursement of passport fees paid in 1965 and 1970 is barred and may not be considered.

With respect to her claim for reimbursement of a passport fee paid on November 6, 1975, the record shows that Mrs. Higuchi is a local hire with whom no agreement for transportation entitlement has been negotiated. We assume that Mrs. Higuchi did not meet the eligibility criteria prescribed by Volume 2, Joint Travel Regulations (2 JTR) para. C4002-3 (change 121, November 1, 1975) for a transportation agreement.

The accounting and finance officer states that to work for the United States Forces in Japan, the claimant must possess a valid United States passport to identify her status as required by the "Agreement Regarding Status of the United Nations Forces in Japan" (SOFA), 5 UST 1123, TIAS 2995, February 19, 1954. He notes, however, that our decision 52 Comp. Gen. 177 (1972) permitted reimbursement of passport expenses to a United States citizen hired locally only where the claimant was entitled to renewal agreement travel and/or return transportation. We concluded in that decision that a United States citizen who is hired locally and who meets the conditions of eligibility for return transportation to the United States is generally entitled to the same benefits as an employee recruited stateside.

Volume 2 of JTR para. C9010-2 (change 131, August 1, 1975) provides, in pertinent part, for reimbursement of expenses of obtaining or renewing a passport as follows:

"2. CONTEMPLATED OFFICIAL TRAVEL, PASSPORTS, AND VISA FEES

"a. General. Any employee who is officially required to obtain a change of status or renew passports or visas for himself and his dependents will be reimbursed for the expense incurred for obtaining a change of status and the expense for issuance or renewal of passports or visas, notwithstanding that actual travel may not occur.

* * * This authority for reimbursement includes an employee, whether hired locally

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or transported to the overseas area at Government expense, who is a United States citizen serving under a transportation or renewal agreement and is required to renew his passport and/or those of his dependents as a result of continued employment in an overseas area. * * *

The above authority does not necessarily limit reimbursement of passport expenses to citizens serving under a transportation agreement. However, we noted in 52 Comp. Gen. 177, supra, that where the claimant is not transported at Government expense to the foreign area, but is hired locally, "the determination as to his entitlement to reimbursement of the amount claimed is dependent upon whether he was 'officially required' to renew the passport * * *."

Article III of SOFA, supra, provides, in pertinent part, as follows:

"5. Members of the civilian components shall have their status and the organization to which they belong described in their passports. Dependents shall have their status described in their passports.

"6. For purposes of their identification while in Japan, members of the civilian components and dependents shall, on demand of the appropriate Japanese authorities present their passports within a reasonable time."

The term "Civilian Component" is defined in Article I, SOFA, supra, as follows:

"(f) 'Civilian component' means the civilian persons of the nationality of any sending State who are in the employ of, serving with, or accompanying the United Nations forces when such persons are in Japan, but excludes persons who are ordinarily resident in Japan."

Volume 2, JTR para. C4002-3, supra, requires local commanders in foreign areas to negotiate an agreement for return transportation with a locally hired employee if certain specified conditions are

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met. It is clear on the face of these criteria that any employee situated so as to qualify for a transportation agreement would not be ordinarily resident in Japan and is, apparently required under SOFA to maintain a passport. Further, it is conceivable that while an employee may not qualify for a transportation agreement, his circumstances may be such that he nevertheless falls within the purview of a civilian component as defined by SOFA and would, therefore, be "officially required" to maintain his passport. Accordingly, it is our view that where a determination is made that an employee is not ordinarily resident in Japan, he may be reimbursed the expenses incident to passport applications and issuance.

We note in addition, that Department of State interpretations of international agreements or local regulations and directives issued by United States authority may likewise impose an official requirement on the locally hired employee to possess a valid passport of the type required by SOFA. However, the record does not show the necessity for the SOFA status to be shown on Mrs. Higuchi's passport. Neither does the record reflect that Mrs. Higuchi is not ordinarily resident in Japan.

Accordingly, the claim is not within purview of 52 Comp. Gen. 177 and reimbursement of the passport incurred fee in 1975 may not be paid.


For the Comptroller General
of the United States