

## **PRE- ASSIGNMENT REQUIREMENTS FOR WORKERS OUTSIDE THE UNITED STATES**

If Contractor Personnel will be performing services for 3M solely from outside the United States, Seller will assign to 3M only those Seller Personnel who have met the following assignment eligibility requirements. All requirements must be complete prior to the first day of a 3M Assignment.

For all requirements below, Seller will comply with applicable federal, state, and local laws. 3M will conduct periodic audits to ensure compliance to these requirements.

Seller will define and implement a program that will include at a minimum the following to ensure compliance to 3M current requirements:

- A change management, communication, and training plan
- Internal audit process

Seller will maintain all records arising out of or relating to Seller Personnel assigned to 3M as follows:

- Seven years after the 3M Assignment ends for the Seller Personnel Agreement
- Three years after the 3M Assignment ends for all other documentation (work authorization, training records, etc.)

### **Background Screening**

Seller will verify that the Seller Personnel is not on the U.S. government's "Prohibited Parties Lists," which are: (a) the Commerce Department's Entity List, Denied Persons List, and Unverified List; (b) Treasury Department Specially Designated Nationals & Blocked Persons List; and (c) State Department Debarred Parties List.

### **Work Authorization**

Seller will ensure that Seller Personnel have valid work authorization. Only Seller Personnel with valid work authorization are eligible for 3M Assignment. Seller will end the 3M Assignment of any Seller Personnel who do not maintain proper work authorization.

### **Confidentiality Agreement**

Seller Personnel are required to protect 3M's confidential and proprietary information and must be subject to an agreement containing confidentiality provisions. The Seller Personnel Agreement is preferred for most Seller Personnel who are assigned through a Seller. Given the diversity of agreements that already exist between Sellers, Seller Personnel, and 3M, it may be possible that the Seller Personnel's confidentiality agreement obligation is addressed through another agreement already in place with 3M that includes confidentiality obligations. These agreements may include: a Seller agreement, a confidential disclosure agreement, or equivalent. Sellers assigning non-3M workers are responsible to ensure that an appropriate agreement is in place.

### **Food and Drug Administration**

If a 3M Assignment is subject to FDA requirements, Sellers will verify that the Seller Personnel is not on the FDA's Debarment List.

### **Export Control**

As a global company, 3M must comply with various export regulations, collectively known as Export Controls. All 3M businesses must adhere to these regulations in order for 3M to sell or otherwise export from the U.S. certain products, technology, and equipment, as well as share certain export-controlled technology with "foreign persons" within the United States. If a 3M Assignment is subject to these export control requirements, Sellers will comply with 3M's export control process.

- 3M will notify Sellers if the 3M Assignment is subject to the export control requirement
- Seller will advise Seller Personnel that the 3M Assignment is subject to US Export Controls and as such will require that Seller Personnel disclose their country of birth, current citizenship(s) and the order in which they were obtained, if more than one
- Seller will obtain the birth country and citizenship information from Seller Personnel prior to 3M Assignment and provide this information, and any requested supplemental information, to 3M in

order for 3M to determine the whether the Seller Personnel is permitted to perform an export controlled 3M Assignment.

- Upon completion of the determination of eligibility for the export controlled 3M Assignment, 3M will notify the Seller of the determination and next steps.

Under no circumstance will Seller place Seller Personnel in an export controlled 3M Assignment without having followed this process and received 3M confirmation of approval to proceed. Failure to do so may result in the immediate end of the 3M Assignment for Seller Personnel and exposure to Seller of indemnification claims from 3M for any penalties imposed on 3M.

### **Former and Current Government Employee**

Seller will comply with 3M's process if Seller Personnel or an immediate family member (spouse, child, parent, brother or sister) currently or ever have been employed by a U.S. Federal, State, Local or Foreign Government (either as a civilian or in the military), or in a Reserve or Guard component of the Armed Services, or in any other position that may either: (1) prevent the Seller Personnel from entering into a contract with 3M, or (2) place restrictions on what work assignments 3M may give the Seller Personnel due to U.S. Federal, State, Local or Foreign Government "revolving door" or conflict of interest laws.

- Seller will ask whether a Seller Personnel is a former or current government employee
- If Seller Personnel indicates a positive response, Seller will issue a Conflict of Interest Questionnaire (COI-1) to Seller Personnel and send the completed questionnaire to 3M for review
- Upon review, 3M will advise the Seller of any further requirements which may include a secondary questionnaire

Under no circumstance will Seller place Seller Personnel who is a former or current government employee without having followed this process and received 3M confirmation of approval to proceed. Failure to do so may result in the immediate end of the 3M Assignment for Seller Personnel.

### **3M Manufacturing Qualification Test**

All Seller Personnel working in a manufacturing/light industrial category must meet requirements for the 3M Manufacturing Qualification Test to be eligible for 3M Assignment. Seller will administer this test to their Seller Personnel and deliver the results to the Administrative Team. If a passing score is achieved, the Seller Personnel is eligible for 3M Assignment. If a passing score is not achieved, a six-month waiting period is required before the Seller Personnel can re-take the test.

### **Medical Surveillance**

Specific baseline medical surveillance exams are required prior to 3M Assignment and as a condition of 3M Assignment at a 3M facility.

3M will notify Seller that medical surveillance is needed and will provide the following information:

- List of what medical surveillance programs are needed
- Copy of medical surveillance protocols and test instructions if needed

Seller will provide all medical surveillance required by governmental agencies or 3M.

It is the responsibility of the Seller to arrange for needed medical surveillance and to ensure the evaluations are completed. Once the exams are completed, Seller will provide 3M with a Medical Surveillance Certificate for each Seller Personnel.

### **National Identification Number**

A national identification number (a.k.a. a social security, passport identification number, etc.) is necessary to protect 3M facilities and information contained in 3M systems. Seller will provide a national identification number for each Seller Personnel.

### **Former 3M Employee**

Former 3M employees may be ineligible for 3M Assignment. Seller will ask whether a Seller Personnel is a former 3M employee prior to placing a Seller Personnel on 3M Assignment. If a Seller Personnel indicates that he/she is a former 3M employee, Seller will verify eligibility for 3M Assignment with the Administration Team.

### **Former Seller Personnel**

Former Seller Personnel may be ineligible for 3M Assignment. Seller will ask whether a Seller Personnel has been on 3M Assignment previously. If a Seller Personnel indicates that he/she has previously had a 3M Assignment, the 3M Administration team will verify eligibility and notify the Seller.