

**3M COMPANY – US GOV-U
ORDERS/SUBCONTRACTS –
FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION
SUPPLEMENT (DFARS) - FLOW-DOWN CLAUSES FOR PURCHASE OF COMMERCIAL ITEMS
IN SUPPORT OF U.S. GOVERNMENT CONTRACTS**

A. INCORPORATION OF FAR AND DFARS CLAUSES

"FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

"DFARS" means the Defense Federal Acquisition Regulation Supplement, issued as Chapter 2 of Title 48, Code of Federal Regulations.

"SPECIAL PROVISIONS" means, in addition to the Flow-Downs listed below, other FAR and DFARS that the U.S. Government prime contract or higher-tier subcontract may require 3M to include in the Order.

These clauses are important to Seller because Seller's goods and/or services may be included in products and/or services that 3M sells directly or indirectly to the U.S. Government. In this 3M purchase order ("Order"), certain Federal Acquisition Regulations (FAR) and, if this Order is issued under a U.S. Department of Defense Prime Contract or higher-tier subcontract, Defense FAR Supplement (DFARS) clauses, required for the purchase of commercial items by the U.S. Government, will be "flowed down". The clauses listed below, including any explanatory notes following the clause citations, and related Certifications and Representations stated below, ("Flow-Downs") shall apply to this Order and are incorporated by reference into this Order or other written Agreement between 3M and Seller. The FAR and DFARS may be found at <<http://farsite.hill.af.mil/farsite.html>>.

The Contracts Disputes Act of 1978 shall have no application to this Order. Any reference to a "Disputes" clause in a FAR or DFARS clause shall mean the dispute resolution provisions contained in a written agreement between 3M and Seller. If there is no such written agreement the "Dispute Resolution" clause in 3M Form of "Purchase Order Terms", in effect at the time this question arises, shall apply to this Order.

B. GOVERNMENT SUBCONTRACT OR ORDER

(a) This Order is entered into by the parties as a subcontract, as defined in Section 8 below, in support of a U.S. Government contract or a higher-tier subcontract issued to 3M by a Government contractor who has a contract directly with the Government, or by a higher-tier subcontractor, respectively.

(b) As used in the FAR and DFARS clauses referenced below and in any other FAR and DFARS clauses included in this Order:

1. "Agreement" means the instrument of contracting, e.g., 3M sourcing agreement, in addition to or other than an "Order" or "Purchase Order", including all referenced documents, exhibits and attachments. If these Flow-Downs are incorporated by reference into such Agreement or "master" agreement that provides for releases (in form of a Purchase Order or other such document) the term "Agreement" shall also mean the release document for the goods and/or services sold under such Agreement and related Order.

2. a. "Commercial item" means any item, other than real property, that is of a type customarily used by the general public or by non-Governmental entities for purposes other than Government purposes, and has been sold, leased, or licensed (or offered) to the general public. It can include minor modification to meet Government requirements. Further details will be found in the definition of this term in FAR 2.101.

b. "Commercially Available Off-The-Shelf (COTS) Items" are commercial items sold in substantial quantities in the commercial marketplace and offered to the Government, under a contract or Subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace. The term "COTS" and exclusions from it are further defined in FAR 2.101. COTS items are a subset of commercial items (See FAR 12.505).

3. "Contract" means this Order.

4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for 3M's Government Prime Contract under which this Order is entered or, if this Order is a Subcontract entered into under a higher-tier subcontract awarded to 3M by a prime contractor, "Contracting Officer" shall mean the U.S. Government Contracting Officer for the prime contractor's Prime Contract.

5. "Contractor" and "offeror" mean the Seller, which is the party identified on the face of this Order with whom 3M is contracting, acting as the immediate subcontractor to 3M.

6. "Government" means the U.S. Government.

7. "Prime Contract" means the contract between 3M and the Government or the higher-tier subcontract issued to 3M by a Government prime contractor who has a contract directly with the Government.

8. "Subcontract" means any subcontract (including purchase orders) placed by 3M with Seller in this Order, or by Seller or its lower-tier subcontractors under this Order.

9. "Seller" means the party furnishing goods, services, or goods and services under this Order to 3M.

10. "3M" means 3M Company the buyer of goods, services, or goods and services purchased under this Order or other written Agreement with the Seller.

C. NOTES (Explanatory for applicability purposes)

The following notes apply to the FAR and DFARS clauses incorporated by reference below only when the notes are specified in the parenthetical phrase following the clause title and date.

1. Substitute "3M" for "Government" or "United States" throughout this clause.

2. Substitute "3M Sourcing Representative" for "Contracting Officer" throughout this clause.

3. Insert "and 3M" after "Government" throughout this clause.

4. Insert "or 3M" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through 3M.

6. Insert "and 3M" after "Contracting Officer" throughout the clause.

7. Insert "or 3M Sourcing Representative" after "Contracting Officer" throughout the clause.

8. If Seller is a contractor located outside the United States, this clause does not apply to this Order unless Seller performs any of activities stated in the next sentence. This clause applies to this Order only if work under the Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Order. The term "United States" (U.S.) means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

D. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation ("FAR") clauses apply to this Order to the extent set forth in Section A. above:

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applies if this Order exceeds \$150,000)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applies if this Order exceeds \$5,500,000 and the period of performance is more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) Applies to all subcontracts at all levels, including for commercial items and simplified acquisition purchases.

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) (Applies if this Order is a first tier subcontract for \$30,000 or more. Subparagraph (d)(2) does not apply to Seller as this provision applies to the obligation of a prime contractor (3M or its direct customer) to report certain data regarding a first-tier subcontractor (Seller) awarded a subcontract or Order with a value of \$30,000 or more. If Seller meets the thresholds for reporting its executive compensation specified in paragraphs (d)(3) and (g)(2) of the clause. Seller shall report its required executive compensation by posting the information at <http://www.frs.gov> for the Order. All information posted will be available to the general public.) First-tier subcontract does not include 3M's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to 3M's general and administrative expenses or indirect cost. (Subparagraph (a))

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED SYSTEMS INFORMATION (JUN 2016) (Applies to the Order when the Seller may have "Federal contract information" (as defined in the clause) residing in or transiting through its information system. Not applicable if the Order is solely for COTS items.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (Applies if this Order offers further subcontracting opportunities. If the Order (unless this Order is with a small business concern) exceeds \$ 700,000 (\$1.5 million for construction of any public facility) as required in FAR 52.219-9 (d) (9), the Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (Note 8 applies.)

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Applies if FAR 52.222-41, Service Contract Labor Standards, applies to this Order and if this Order is in excess of \$150,000. The Seller will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under the Prime Contract, as well as of a predecessor contractor and its subcontractors. The

Seller will also provide 3M with the information about the service employees of the Seller needed by 3M to comply with paragraphs (d) and (e) of this clause and the recordkeeping requirements of paragraph (f) of this clause.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Order is for \$150,000 or more. Note 8 applies. Seller shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered subcontractors and suppliers to employ and advance in employment qualified protected veterans.)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Order exceeds \$15,000. Note 8 applies. Seller shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered subcontractors and suppliers to employ and advance in employment qualified individuals with disabilities.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Order is for \$150,000 or more. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Order exceeds \$10,000. and will be performed wholly or partially in the United States.) (Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014) (Applicable if this Order is subject to the Service Contract Labor Standards statute. The Service Contract Labor Standards statute applies to service contracts and subcontracts performed in the United States, the principal purpose of which is to furnish services in the United States through the use of service employees. For purposes of FAR 52.222-41, the term “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*), but does not include any other place subject to U.S. jurisdiction or any U.S. base or possession within a foreign country (29 CFR 4.112).) Each service employee employed in the performance of this Order by Seller or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in the wage determination attached to this Order. Seller shall indemnify, defend and hold 3M and its officers, directors and employees harmless for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to the failure of Seller or its subcontractors or suppliers at any tier to comply with the requirements of the Service Contract Labor Standards statute.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (While paragraphs (a) through (g) apply to all Sellers, the requirements in paragraph (h) of this clause apply only to any portion of the Order that (1) is for supplies, other than commercially available off-the-shelf (COTS) items, acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds \$500,000.) (Note 2 applies. In paragraph (e), Note 3 applies.)

FAR 52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS (MAY 2014) (See FAR 52.222-41 above for the applicable definition of “United States.”)

FAR 52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS (MAY 2014) (See FAR 52.222-41 above for the applicable definition of “United States.”)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Order is for commercial or noncommercial services or construction, includes work performed in the United States, and exceeds \$3,500, except for commercial services or construction that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. For purposes of FAR 52.222-54, the term “United States” means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies, regardless of dollar value, if this Order is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and if this Order is to be performed in whole or in part in the United States (the 50 States and the District of Columbia).

FAR 52.222-60 PAYCHECK TRANSPARENCY (Executive Order 13673) (OCT 2016) (Applies if the estimated value of the Order exceeds \$500,000. Not applicable if this Order is solely for COTS items.)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applies if this Order is: 1) subject to the requirements in FAR 52.222-41, SERVICE CONTRACT LABOR STANDARDS (MAY 2014), and 2) is to be performed in whole or in part in the United States.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies to this Order if Seller employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.)

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Applies only if the Prime Contract contains this clause and this Order exceeds \$150,000 and performance and delivery are entirely within the U.S.)

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) (Alternate I) (APR 1984) (Applies only if the Prime Contract contains this clause and this Order exceeds \$150,000)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Note 5 applies.)

FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) (Applies to Orders in support of only civilian U.S. Government agencies where “technical data or “computer software) (as those terms are defined in the FAR clause) will be produced, furnished, or acquired under the Order. Does not apply if this Order is issued under a U.S. Department of Defense Prime Contract. DFARS 252.227-7015 and DFARS 252.227-7013 will apply instead.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies only if the Prime Contract contains this clause and Seller is a domestic small business concern. Note 1 applies. This clause does not apply if 3M does not receive accelerated payments under the Prime Contract. Not all federal agencies provide accelerated payments.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.) (Applies only if the Government Contracting Officer or the higher-tier subcontractor to 3M, issues written order to 3M requiring it and its applicable Contractor(s) to stop all, or any part, of the work called for by this Order for 90 days, and for any further period to which the parties may agree in writing.)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Applicable only if the supplies being transported by ocean vessel under this Order are: (1) items 3M is reselling or distributing to the Government without adding value. (Generally, the prime contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (2) shipped in direct support of U.S. military (a) contingency operations; (b) exercises; or (c) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. If this Order is issued under a U.S. Department of Defense Prime Contract, DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA – BASIC, applies in lieu of FAR 52.247-64.)

E. TERMINATION FOR 3M'S CONVENIENCE

(a) 3M reserves the right to terminate this Order, or any part thereof, for its sole convenience. 3M shall terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order, the Seller shall be paid a percentage of the Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of 3M, using Seller's standard record keeping system, have resulted from the termination. The Seller shall not be required to comply with the Government Cost Accounting Standards or FAR Part 31 cost principles for this purpose. This paragraph does not give 3M or the Government any right to audit Seller's records. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(b) If this Order is terminated in whole or in part for 3M's convenience, in no event shall 3M be liable for special, incidental, consequential or other indirect damages, lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any amount in excess of the total Order price.

(c) Seller's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(d) Seller shall continue all work not terminated.

(e) If 3M terminates this Order for default due to the failure of Seller to meet its obligations under this Order and if, after such termination, it is determined that Seller was not in default, the rights and obligations of the parties shall be the same as if the termination had been made for the convenience of 3M.

F. TERMINATION FOR CAUSE (DEFAULT)

(a) 3M may terminate this contract, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any contract terms and conditions, or fails to provide 3M, upon request, with adequate assurances of future performance.

(b) In the event of termination for cause, 3M shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to 3M for any and all rights and remedies provided by law.

If it is determined that 3M improperly terminated this Order for default, such termination shall be deemed a termination for convenience.

G. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

If this Order is issued in support of a Department of Defense Prime Contract, the following DFARS clauses apply to this Order to the extent set forth in Section A. above:

DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Order is for services that include support for the Government's activities related to safeguarding "covered defense information" (as defined in the DFARS clause) and cyber incident reporting.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) (Applies if this Order is for "operationally critical support," or for which Order performance will involve "covered defense information," (as those terms are defined in this DFARS clause.) (Seller shall rapidly report "cyber incidents" (as defined in the DFARS clause) directly to DOD at <http://dibnet.dod.mil> and to the 3M Sourcing Representative.

The Seller shall (i) notify 3M when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) provide the incident report number, automatically assigned by DoD, to 3M as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this DFARS clause. Similarly, the Seller shall require its subcontractors, at all tiers, to (i) notify the Seller (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and (ii) provide the incident report number, automatically assigned by DoD, to the Seller (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

DFARS 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT OFFERORS (MAY 2016) (Applies only if this Order requires Seller to provide litigation support in the form of administrative, technical, or professional services under this Order in support and for the U.S. Government during or in anticipation of such litigation.)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Order requires the work to contain unique item identification. Note 2 applies. Items subject to unique item identification are identified elsewhere in this Order. All reports required to be submitted under this clause shall be submitted to 3M.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the work to be furnished under this Order contains specialty metals and none of the exceptions in paragraphs (c)(1) through (c)(5) applies. Paragraphs (c)(6), (d) and (e)(1) are deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014) (Applies whenever any technical data for noncommercial items or for commercial items developed in any part at Government expense is to be delivered under this Order for delivery to the Government under the Prime Contract. DFARS 252.227-7015 will govern

the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and DFARS 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.) (Applies in lieu of FAR 52.227-14, Rights in Data – General.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies whenever any technical data pertaining to commercial items developed in any part at private expense will be delivered under this Order for delivery to the Government under the Prime Contract. DFARS 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and DFARS 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.) (Applies in lieu of FAR 52.227-14, Rights in Data - General.)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016) (Applies if the delivery of technical data is required)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016) (Applicable if this Order involves or may involve cloud services)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Seller shall provide the required notifications to 3M and the Contracting Officer identified to Seller by 3M.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Applies if this Order is for electronic parts or assemblies containing electronic parts. The requirements in this clause apply in addition to those in DFARS 252.246-7008 below. The first sentence in the clause is deleted in its entirety, which begins “The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards”. In paragraph (c)(2), Note 3 applies. To the extent this clause conflicts with other provisions in this Order, this clause shall control. However if this clause or any other provisions in this Order conflict with DFARS 252.246-7008, then DFARS 252.246-7008 shall control. In addition, Section 8. e) of the 3M Purchase Order Terms Form 80-131 for each Order prohibits any type of counterfeit goods. In that clause, Seller is obligated to include the substance of identified sections in lower tier subcontracts and supplier agreements for procurement of all Goods or items, materials or components used in Goods for delivery to 3M. In any case where Seller is aware or becomes informed that a subcontractor to it refuses to accept flow down of these terms and conditions, Seller shall promptly notify 3M and seek its guidance.)

DFARS 252.246-7008 SOURCING OF ELECTRONIC PARTS (OCT 2016) (Applies if this Order is for electronic parts or assemblies containing electronic parts, including commercial items, unless the Seller is the original manufacturer. The requirements in this clause apply in addition to those in DFARS 252.246-7007 above. In paragraph (c)(2), Note 3 applies. To the extent this clause conflicts with other provisions in this Order, this clause shall control.) In addition, Section 8. e) of the 3M Purchase Order Terms Form 80-131 for each Order prohibits any type of counterfeit goods. In that clause, Seller is obligated to include the substance of identified sections in lower-tier subcontracts and supplier agreements for procurement of all Goods or items, materials or components used in Goods for delivery to 3M. In any case where Seller is aware or becomes informed that a subcontractor to it refuses to accept flow down of these terms and conditions, Seller shall promptly notify 3M and seek its guidance.

In addition to the two DFARS clauses above, Seller is bound to comply with 3M's anti-counterfeiting terms and conditions listed under "Counterfeit Goods" at 3M.com/supplierregspecs, as stated in 3M Purchase Order Terms and Conditions, Article 8. Compliance with Laws & Product Content, Section 8.3 e).

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (APR 2014) (Applicable only if the supplies being transported by ocean vessel under this Order are: (1) items 3M is reselling or distributing to the Government without adding value. (Generally, the prime contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); (2) shipped in direct support of U.S. military contingency operations, exercises; or forces deployed in humanitarian or peacekeeping operations; or (3) are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643. Revise the first sentence in paragraph (g) to read "If this Order exceeds \$150,000 and the final invoice does not include the required representation, 3M will reject and return it to the Seller as an improper invoice for the purposes of the payment clause of this Order." Notes 1 and 2 apply to paragraph (g). Paragraphs (f) and (g) shall not apply if this Order is at or below \$150,000. This clause applies in lieu of FAR 52.247-64.)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applies if this Order meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply.)

H. PRIORITY RATING

(a) **FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION SYSTEM (APR 2008)** (This clause applies ONLY IF a DPAS priority rating (e.g. DO-A1, DX-A4, DO-H1) appears in this Order, together with the statement: "This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700)."

(b) Seller's Notification Requirements Applicable upon Receipt of a Rated Order

(1) In accordance with 15 C.F.R. 700.13(d), except as provided in (b)(2) below, the Seller must accept or reject a rated order in writing (hard copy), or in electronic format, within fifteen (15) working days after receipt of a DO-rated order and within ten (10) working days after receipt of a DX-rated order. If the Seller rejects a rated order, the Seller must provide to the 3M Sourcing Representative, in writing (hard copy) or in electronic format, the Seller's reasons for the rejection, in accordance with paragraphs (b) and (c) of 15 C.F.R. 700.13.

(2) 15 C.F.R. 700.13(d)(2) provides that if a rated order is placed for the purpose of emergency preparedness requirements and expedited action is necessary or appropriate to meet these requirements and the rated order includes the statement set forth in 15 C.F.R 700.12(b), the Seller must accept or reject the rated order and transmit to the 3M Sourcing Representative the acceptance or rejection in writing (hard copy) or in an electronic format within the time specified in the rated order.

(3) In accordance with 15 C.F.R. 700.13(d)(3), if the Seller has accepted a rated order and subsequently finds that shipment or performance will be delayed, the Seller must notify the 3M Sourcing Representative immediately, give the reasons for the delay, and advise of a new shipment or performance date. If notification is given verbally, written (hard copy) or electronic confirmation must be provided within one working day of the verbal notice.

I. CERTIFICATIONS AND REPRESENTATIONS

Seller acknowledges that 3M will rely upon Seller's certifications and representations contained in this clause and in any Seller offer, proposal or quote, or company profile submission provided to 3M that results in the award of this Order. Seller shall immediately notify the 3M Sourcing Representative in writing of any change of status regarding any such certification or representation. The certifications and representations made by Seller in connection with this Order are material certifications and representation of fact upon which 3M's reliance was placed when making award of this Order. If it is later determined that the Seller knowingly rendered an erroneous certification or representation in connection with this Order, in addition to other remedies available to 3M, 3M may terminate this Order for default, as set forth in the Termination for Cause (Default) clause in Section D above.

1. FAR 52.209-5 CERTIFICATION THAT NEITHER SELLER NOR ANY OF ITS PRINCIPALS IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT (OCT 2015)

(NOTE: If Seller cannot make the certification below, it shall immediately notify the 3M Sourcing Representative in writing.)

(a) By entering into or beginning performance of this Order, Seller hereby certifies, to the best of its knowledge and belief, that, as of the date of award of this Order, neither Seller nor any of its Principals is debarred, suspended, or proposed for debarment by the Federal Government.

(b) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(c) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(d) Seller shall provide immediate written notice to the 3M Sourcing Representative if, at any time prior to completion of performance of this Order, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award of this Order. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to 3M, 3M may cancel this Order for default.

2. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) (Applies if this Order exceeds \$150,000)

(a) Definitions. As used in this provision:

(i) "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

(ii) The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this Order titled "Limitation on Payments to Influence Certain Federal Transactions" (FAR 52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this Order titled "Limitation on Payments to Influence Certain Federal Transactions" (FAR 52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. By entering into or beginning performance of this Order, the Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Order.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this Order, the Seller shall complete and submit, with its offer to 3M, a completed copy of OMB Standard Form LLL, "Disclosure of Lobbying Activities," to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the Seller to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) (Modified) (Applies to the portion (if any) of this Order that: (1) is for supplies, other than commercially available off-the-shelf (COTS) items, to be acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds \$500,000.)

(a) The term "commercially available off-the-shelf item" is defined in the FAR 52.222-50 clause titled "Combating Trafficking in Persons (MAR 2015)," in this Order.

(b) By entering into or beginning performance of this Order, the Seller hereby certifies that—

(1) It has implemented a Trafficking in Persons Compliance Plan to prevent any prohibited activities identified in paragraph (b) of the clause at FAR 52.222-50, "Combating Trafficking in Persons," and to monitor, detect, and terminate the Seller's subcontracts with its subcontractors and Seller's contracts with its agents who are engaging in prohibited activities identified at paragraph (b) of the clause at FAR 52.222-50, "Combating Trafficking in Persons"; and

(2) After having conducted due diligence, either—

(i) To the best of the Seller's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities listed in 52.222.50 (b); or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Seller or its proposed agent, subcontractor, or subcontractor agent has taken the appropriate remedial and referral actions. (E.G., engaging in severe forms of trafficking in persons during performance of this Order; charging employees recruitment fees, and other forms of abuse listed in (b).)

(3) During the performance of this Order, the Seller shall provide to the 3M Sourcing Representative annual

certifications of compliance with the requirements in paragraphs (b) (1) and (b) (2) above.

4. DFARS 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) (Modified)
(Applies if this Order is issued under a Department of Defense Prime Contract)

By entering into or beginning performance of this Order, the Seller represents that it:

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of the Order;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of the Order; and

(c) Has notified its employees and subcontractors of:

(1) The responsibility to report trafficking in persons violations by the contractor, contractor employees, the subcontractor or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203-9, from reprisal for whistle blowing on trafficking in persons violations.

J. CONFLICTS IN THIS ORDER

In the event of a conflict between the terms and conditions in this Form USGOV and the terms and conditions in 3M Purchase Order Form 80-131, the terms and conditions that are more stringent in terms of [favoring or] protecting 3M's rights and obligations shall take precedence. In addition, if there is a conflict between the U.S. Government clauses in this Form USGOV and those clauses in a negotiated agreement signed by authorized representatives of both parties, the clauses in the negotiated agreement will control and supersede those in Form USGOV.

K. ADDITIONAL FLOW DOWN CLAUSES IN THIS ORDER

In addition to these Flow-Downs, the U.S. Government prime contract or higher-tier subcontract issued to 3M may require "Special Provisions", including possibly more FARS and/or DFARS, as applicable, to be incorporated by reference into the Order.