

**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 PRODUCTS AND  
SERVICES IN SUPPORT OF U.S. GOVERNMENT CONTRACTS**

**A. U.S. GOVERNMENT SUBCONTRACT**

This purchase order, task order, or subcontract (or other ordering instrument) ("**Order**") is entered into by the parties as a subcontract in support of a U.S. Government Prime Contract.

Whenever the term "**3M**" is used in this Form US GOV-U, it means 3M Company (inclusive of its subsidiaries and affiliates), the buyer of the goods and/or services purchased under this Order.

Whenever the term "**Seller**" or "**Supplier**" is used in this Form US GOV-U, it means the party identified on the face of this Order with whom 3M is contracting, acting as the immediate subcontractor to 3M, and that is furnishing to 3M the goods and/or services purchased under this Order.

Whenever the term "**Special Provisions**" is used in this Form US GOV-U, it means the additional clauses attached to or otherwise incorporated in this Order, which are not included in this Form US GOV-U, that are required to be included in this Order in accordance with the terms and conditions of 3M's Government Prime Contract.

Whenever the term "**Prime Contract**" is used in this Form US GOV-U, it means the contract between 3M and the Government, or the higher-tier subcontract issued to 3M by a Government prime contractor that has a contract directly with the Government, or the subcontract issued to 3M by a higher-tier subcontractor, respectively.

Whenever the term "**Government**" is used in this Form US GOV-U, it means the U.S. Government.

**B. 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.

The FAR clauses referenced below and, if this Order is issued under a U.S. Department of Defense Prime Contract, the DFARS clause referenced below, including any explanatory notes following the clause citations, and related Certifications and Representations set forth below, shall apply to this Order and are incorporated by reference into this Order with the same force and effect as if they were given in full text. The FAR and DFARS clauses may be found at <http://farsite.hill.af.mil/farsite.html>.

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

1. The term "**commercial product**" or "**commercial service**" means a commercial product or commercial service as defined in FAR 2.101.

2. The terms “**commercially available off-the-shelf item**” and “**COTS item**” mean a “commercially available off-the-shelf (COTS) item” as defined in FAR 2.101.
3. The term "**contract**" means this Order, contract or agreement.
4. The term "**Contracting Officer**" means the Government Contracting Officer for 3M’s Government Prime Contract under which this Order is issued or, if this Order is a subcontract entered into under a higher-tier subcontract awarded to 3M by a Government prime contractor, “Contracting Officer” means the Government Contracting Officer for the Government prime contractor’s Prime Contract.
5. The terms “**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. The term “**Government**” means the U.S. Government.
7. The term "**subcontract**" means any purchase order placed by Seller or its lower-tier subcontractors under this Order to furnish goods and/or services for performance of this Order.
8. The definitions found in FAR 52.202-1 apply to the FAR and DFARS clauses in addition to any definitions that are included the specific FAR and DFARS clauses listed below.

The Contracts Disputes Act of 1978 shall have no application to this Order, and nothing in this Order provides Seller a direct claim or cause of action against the Government. Any reference to a "Disputes" clause in a FAR or DFARS clause shall mean the Dispute Resolution provision contained in 3M Purchase Order Terms Form 80-131 in this Order.

### **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 the 3M Sourcing Representative.
6. Insert "and 3M" after "Contracting Officer" throughout the clause.
7. Insert "or 3M Sourcing Representative" after "Contracting Officer" throughout the clause.
8. This clause does not apply to work performed under this Order outside the United States by employees who were not recruited within the United States. For purpose of this clause, 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**

V 11 October 2024

The following Federal Acquisition Regulation (“**FAR**”) clauses apply to this Order and are incorporated by reference:

<b>FAR Provision</b>	<b>Title</b>	<b>Date</b>	<b>Applicability</b>
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.
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023	Only applies to small business contractors when 3M receives an accelerated payment.
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	FEB 2024	Applicable to all solicitations and contracts other than those for commercial products or commercial services when a subcontract is for commercial products or commercial services.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	NOV 2021	Applicable to solicitations and contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.
NASA FARs 1852.246-74	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE	MAY 2023	Applies when NASA is procuring (a) Electronic parts; (b) End items, components, parts, or assemblies containing electronic parts; or (c) Services, if the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service.

FAR provisions incorporated by reference with additional explanations:

<b>Provision</b>	<b>Title</b>	<b>Date</b>
<b>FAR 52.203-13</b>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
<b>Applicability:</b> Applies if this Order exceeds \$6 million <u>and</u> the period of performance is more than 120 days.		
<b>Further Explanation:</b> 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. Must be flowed down if applicable.		

<b>Provision</b>	<b>Title</b>	<b>Date</b>
<b>FAR 52.203-17</b>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
<b>Applicability:</b> Applies to all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community		
<b>Further Explanation:</b> The subcontractor shall insert this clause in all subcontracts.		

Provision	Title	Date
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
<b>Applicability:</b> All solicitations and contracts.		
<b>Further Explanation:</b> Must be flowed down.		

Provision	Title	Date
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED SYSTEMS INFORMATION	NOV 2021
<b>Applicability:</b> when the Seller may have “Federal contract information” (as defined in the FAR 52.204-21 clause) residing in or transiting through its “information system” (as defined in the FAR 52.204-21 clause). Not applicable if this Order is solely for COTS items.		
<b>Further Explanation:</b> Contractor must comply with the controls listed in the clause. Must be flowed down in all contracts (excluding COTS contracts) when a subcontractor has Federal contract information residing or transiting through its system.		

Provision	Title	Date
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	DEC 2023
<b>Applicability:</b> All solicitations and contracts		
<b>Further Explanation:</b> Must be flowed down		

Provision	Title	Date
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
<b>Applicability:</b> All solicitations and contracts		
<b>Further Explanation:</b> Prohibits the (1) use and (2) provision of the banned goods and services to the federal government. Only the prohibition on the provision of the banned goods and services to the federal government is applicable to subcontractors. By performing this contract, the subcontractor or vendor certifies that they are not providing any goods or services to 3M for use in a government deliverable that is prohibited by this clause. The subcontractor or vendor must also comply with the reporting requirements.		

Provision	Title	Date
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
<b>Applicability:</b> All solicitations and contracts.		
<b>Further Explanation:</b> Applies to information technology (as defined in the regulation) when such technology is “used by a contractor under a contract with the executive agency that requires the use— (i) Of that equipment; or (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product.” Must be flowed down to all contracts and subcontracts.		

Provision	Title	Date
FAR 52.204-28	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND	DEC 2023

	MULTI-AGENCY CONTRACTS	
<b>Applicability:</b> All solicitations and contracts.		
<b>Further Explanation:</b> Requires contractors to comply with FASCA Orders. While the regulation itself only includes “covered articles,” FASCA Orders may be broader and can include all articles and services.		

Provision	Title	Date
<b>FAR 52.204-30, and its Alternate 1</b>	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -	DEC 2023
<b>Applicability:</b> All solicitations and contracts.		
<b>Further Explanation:</b> Requires contractors to comply with FASCA Orders. While the regulation itself only includes “covered articles,” FASCA Orders may be broader and can include all articles and services. The text in paragraph (c)(1) is excluded as it is not a required flow-down.		

Provision	Title	Date
<b>FAR 52.212-5(e)(1)</b>	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	Current Clause
<b>Applicability:</b> All contracts for commercial products and services.		
<b>Further Explanation:</b> Subcontract shall assume that the contracting officer has deemed all potential clauses to be applicable to this Order. Subcontractor shall request clarification if it seeks further detail on the applicability of the permissive clauses.		

Provision	Title	Date
<b>FAR 52.219-8</b>	UTILIZATION OF SMALL BUSINESS CONCERNS	FEB 2024
<b>Applicability:</b> Above the Simplified Acquisition Threshold (unless work will be performed entirely outside the United States.		
<b>Further Explanation:</b> (Applies if this Order offers further subcontracting opportunities. If the Order (unless this Order is with a small business concern) exceeds \$750,000 (\$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. Not applicable if this Order, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas. For purpose of FAR 52.219-8, “United States” means the 50 States and the District of Columbia, and the term “outlying areas” means Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, the Midway Islands, Navassa Island., Palmyra Atoll and Wake Atoll.		

Provision	Title	Date
<b>FAR 52.222-21</b>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
<b>Applicability:</b> Applies if FAR 52.222-26 applies.		
<b>Further Explanation:</b> Note 8 applies.		

#### **FAR Labor Provisions Applicable by Reference**

FAR Provision	Title	Date	Applicability
<b>52.222-26</b>	EQUAL OPPORTUNITY	SEP 2016	All solicitations and contracts. Note 8 applies.
<b>52.222-35</b>	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	All orders for \$150,000 or more. Note 8 applies.
<b>52.222-36</b>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	All orders for \$150,000 or more. Note 8 applies.
<b>52.222-37</b>	EMPLOYMENT REPORTS ON	JUN 2020	All orders for \$150,000 or

	VETERANS		more. Note 8 applies.
<b>52.222-40</b>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies unless the contract will be performed entirely outside the United States.
<b>52.222-41</b>	SERVICE CONTRACT LABOR STANDARDS	AUG 2018	Applies to services contracts over \$2,500 being performed within the United States.
<b>52.222-50</b>	COMBATING TRAFFICKING IN PERSONS	NOV 2021	Paras (a)-(g) applies in all cases. Para (h) applies for all orders (except for COTS products) outside of the US in excess of \$550,000.
<b>52.222-51</b>	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – REQUIREMENTS	MAY 2014	Applies if FAR 52.222-41 is applicable.
<b>52.222-53</b>	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS	MAY 2014	Applies if FAR 52.222-41 is applicable.
<b>52.222-54</b>	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY 2022	Applies for services and construction contracts in excess of \$3,500, but not if related to the purchase of a COTS item.
<b>52.222-55</b>	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026	JAN 2022	Applies if the order is subject to the Service Contract Labor Standards or Wage Rate Requirements.
<b>52.222-62</b>	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022	Applies if the order is subject to the Service Contract Labor Standards or Wage Rate Requirements.

**E. PROVISIONS OF THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE**

If this Order is issued in support of a U.S. Department of Defense Prime Contract, the following DFARS clauses apply to this Order and are incorporated by reference:

**DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)**

**DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)** (Applies if this Order is for “operationally critical support,” or for which subcontract performance will involve “covered defense information,” as those terms are defined in DFARS 252.204-7008.)

**DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023)** (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 252.204-7009 clause) and cyber incident reporting.)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)**

(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 DFARS 252.204-7012. Seller shall rapidly report "cyber incidents" (as defined in DFARS 252.204-7012) directly to DoD at <http://dibnet.dod.mil> and to the 3M Sourcing Representative. The Seller shall notify the 3M Sourcing Representative 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 the DFARS 252.204-7012 clause. The Seller shall provide the incident report number, automatically assigned by DoD, to the 3M Sourcing Representative as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (e) of the DFARS 252.204-7012 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 the DFARS 252.204-7012 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 the DFARS 252.204-7012 clause.

**DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)**

The supplier agrees that it will not provide covered defense telecommunications equipment services as defined within DFARS 252.204-7018 to 3M. In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is sold to 3M, the Contractor shall immediately report this to 3M, who may then need to report this to the Department of Defense.

**DFARS 252.204-7019 and DFARS 252.204-7020 CERTIFICATION REGARDING COMPLIANCE WITH NIST SP 800-171 (NOV 2023)**

Collectively, DFARS 252.204-7019 and DFARS 252.204-7020 require certain prime contractors and subcontractors to certify compliance with NIST SP 800-171 (or non-compliance and a date when compliance will be achieved with a summary action plan) within the Government's Supplier Performance Risk System (SPRS).

- (a) The requirement to utilize SPRS is dependent on whether the prime or subcontractor has a "covered contractor information system" and is utilizing such a system in performance of this contract. In that instance, the DFARS requires that the subcontractor input compliance information into SPRS and provide that information to 3M at the time of offer.
- (b) Should DoD conduct a Medium or High Assessment, the subcontractor agrees to make its books, records, systems, employees, and facilities available as required under the DFARS clauses.

**DFARS 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023)**

(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 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)**

**DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)** (Applies if this

Order requires the items to be delivered under this Order 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 the 3M Sourcing Representative.)

**DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)** (Note 2 applies.)

**DFARS 252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATION (MAR 2024)**

**DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023)** (Applies if the items to be delivered under this Order contain "specialty metals" (as defined in DFARS 252.225-7009). Paragraphs (d) (e)(1) are deleted.)

**DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)**

**DFARS 252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)**

**DFARS 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)**

**DFARS 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)**

**DFARS 252.225-7061 RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS (JAN 2023)** (Applies to all orders if 3M requests a certification from the supplier for particular raw materials purchased)

**DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (MAR 2023)** (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 instead of FAR 52.227-14, Rights in Data - General.)

**DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2023)** (Applies if the delivery of technical data is required under this Order.)

**DFARS 252.239-7010 CLOUD COMPUTING SERVICES (JAN 2023)** (Applicable if this Order involves or may involve cloud services)

**DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (NOV 2023)**

**DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023)** (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 (JAN 2023)**

(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 DFARS 252.246-7007 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”. Only paragraphs (a) through (e) of DFARS 252.246-7007 apply to this Order. 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 8.3 e) of the 3M Purchase Order Terms Form 80-131 applicable to this Order prohibits any type of counterfeit Goods. In that Section 8.3 e), Seller is obligated to include the substance of certain identified sections in its 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 or supplier refuses to accept flow down of these terms and conditions, Seller shall promptly notify the 3M Sourcing Representative and seek guidance.)

**DFARS 252.246-7008 SOURCING OF ELECTRONIC PARTS (JAN 2023)**

(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) of DFARS 252.246-7008, Note 3 applies. In addition, Section 8.3 e) of the 3M Purchase Order Terms Form 80-131 applicable to this Order prohibits any type of counterfeit Goods. In that Section 8.3 e), Seller is obligated to include the substance of certain identified sections in its 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 or supplier refuses to accept flow down of these terms and conditions, Seller shall promptly notify the 3M Sourcing Representative and seek guidance.

NOTE: In addition to the requirements in the DFARS 252.246-7007 and DFARS 252.246-7008 clauses above, Seller is required to comply with 3M’s anti-counterfeiting terms and conditions listed under “Counterfeit Goods” at [3M.com/supplierregspeccs](https://www.3m.com/supplierregspeccs) as stated in 3M Purchase Order Terms Form 80-131 , Article 8, Compliance with Laws & Product Content, Section 8.3 e).

**DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (JAN 2023)**

(Applicable only if the supplies are being transported by ocean vessel under this Order and the supplies 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 \$250,000 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 \$250,000. This clause applies in lieu of FAR 52.247-64.)

**F. TERMINATION FOR 3M’s CONVENIENCE**

In addition to the “Order Change, Suspension or Cancellation” clause in 3M Purchase Order Terms (Form 80-131), 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.

**G. Reporting EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS:**

Per FAR 52.204-10, 3M is obligated to report information about certain federal subcontracts which are in direct support of a federal prime contract. Supplier will assist by providing such information where 3M does not already have the information This information includes:

- (i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(xv) if (i) In the subcontractor's preceding fiscal year, the subcontractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ( 15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Then 3M is required to report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>

## H. PRIORITY RATING

(a) **FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION SYSTEM (AUG 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)."

For rated orders invoking the Health Resources Priorities and Allocations System (HRPAS), the statement will provide:

"This is a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation at 45 CFR part 101."

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

(1) In accordance with 15 C.F.R. 700.13(d), (under DPAS) or 45 C.F.R. 101.33(d) (under HRPAS), 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 (under DPAS) or paragraphs (b) and (c) of 45 C.F.R. 101.33 (under HRPAS).

(2) Under DPAS, 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), (for DPAS) or 45 C.F.R. 101.33(d)(2) (for HRPAS), 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.

(4) The above are equally applicable for other rated order and allocation systems.

#### **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 F above.

#### **REQUIREMENT FOR SELLER TO PROVIDE 3M DIVERSITY STATUS AND BUSINESS SIZE CERTIFICATION**

(a) If Seller meets the definition of a "small business," "small disadvantaged business," "veteran-owned small business," "service-disabled veteran-owned small business," "HUBZONE small business," or "women-owned small business" concern as defined in paragraph (a) of FAR 52.212-3, "Offeror Representations and Certifications -- Commercial Items (OCT 2018)," for the NAICS code and corresponding size standard that best describes the principal purpose of this Order, Seller shall provide the 3M Sourcing Representative a copy of the 3M Diversity Status and Business Size Certification (the "Certification") at the time of initial supplier setup and at least annually thereafter. The Certification shall also be provided to the 3M Sourcing Representative with Seller's offer for this Order.

(b) If Seller no longer qualifies for the small business status set forth in its latest Certification due to a change in Seller's circumstances (e.g. a merger or acquisition), Seller shall promptly provide the 3M Sourcing Representative a revised Certification that shows the Seller's current small business status.

(c) To the extent no event under subsection (b) has taken place, the Seller agrees to provide a Certification no less frequently than on an annual basis.

- (1) The Certification shall be completed and signed by an authorized representative of Seller each time it is provided to the 3M Sourcing Representative.
- (2) Seller's size and socioeconomic status as a "small business," "small disadvantaged business," "veteran-owned small business," "service-disabled veteran-owned small business," "HUBZone small business," or "woman-owned small business" concern shown in Seller's Certification shall be current, complete and accurate as of the date of signature by Seller's authorized representative.
- (3) The Certification form is located at <[www.3M.com/suppliervgov](http://www.3M.com/suppliervgov)>.

**J. NOTICE TO 3M'S CURRENT SUBCONTRACTORS REGARDING FAR 52.203-19, "PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS" (JAN 2017)**

(a) The FAR 52.203-19 clause titled "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements" prohibits a Government contractor from requiring its employees and subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees and subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(b) The FAR 52.203-19 clause also requires the Government contractor to notify its current employees and subcontractors that the prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by the FAR 52.203-19 clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of the clause, are no longer in effect.

(c) The FAR 52.203-19 clause includes the following definition:  
**"Internal Confidentiality Agreement or Statement"** means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency."

(d) In accordance with the requirements of the FAR 52.203-19 clause, 3M hereby notifies its current subcontractors that the prohibitions and restrictions of any of 3M's preexisting internal confidentiality agreements or statements covered by the FAR 52.203-19 clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of the FAR 52.203-19 clause, are no longer in effect.

**K. RIGHTS IN DATA:**

3M shall be given unlimited rights in data (a) first produced in performance of this contract; (b) form, fit, or function data delivered under this contract, or (c) data constituting manuals or other instructional materials. Subcontractor may not deliver data not first produced in this contract unless it identifies the data and provides 3M with a sufficient license to perform its contract. 3M and the Government also have the right to remove or ignore restrictive markings inconsistent with FAR requirements.

**L. INFLUENCE PAYMENTS:**

The Subcontractor may not use funds from payments made by 3M for the performance of a government subcontract to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or a Member of Congress in connection with any federal actions including the award of a federal contract, making of a federal grant or loan, cooperative agreement, or the extension, renewal, amendment, or modification of any of the above.

**M. DISPUTE RESOLUTION.**

The first sentence in Section 16, "Dispute Resolution," in 3M Purchase Order Form 80-131 is revised to read as follows:

"Any claim or dispute arising from, or relating to, a Good, Service, or an Order (including these Terms) shall be: (a) governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions. except that any clause in this Order that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from the Defense FAR Supplement (DFARS), or; (iii) that is substantially based on any such FAR or DFARS clause, shall be construed and interpreted according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, boards of contracts appeals; and (b) must only be litigated in a federal or state court of competent jurisdiction in Ramsey County, Minnesota."

**N. CONFLICTS IN THIS ORDER**

In the event of a conflict between the terms and conditions in this Form US GOV-U and the terms and conditions in 3M Purchase Order Form 80-131, the terms and conditions in this Form US GOV-U shall take precedence. In addition, if there is a conflict between the U.S. Government clauses in this Form US GOV-U 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 this Form US GOV- U.

**O. ADDITIONAL FLOW DOWN CLAUSES IN THIS ORDER**

In addition to these Flow-Downs, the Government Prime Contract issued to 3M may require "Special Provisions," including additional FAR and/or DFARS clauses, as applicable, to be incorporated by reference into this Order.

3M may unilaterally update these Flow-Downs to the extent required by the Government Prime Contract.

END