

**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.

Whenever the clause requires incorporation of the clause into subcontracts, the Seller is required to flow down that clause to its subcontractors.

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 [Regulations | Acquisition.GOV](https://www.acquisition.gov)

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

The following Federal Acquisition Regulation (“**FAR**”) clauses are incorporated to this Order by reference. Flow down clauses covered in this attachment that do not apply to the order based on the clause language are self-deleting.

FAR Clause	Title	Date	Applicability
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021	Applies if this Order exceeds \$6 million <u>and</u> the period of performance is more than 120 days.
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023	Applies to all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community.
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017	All solicitations and contracts.
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. Further details on DPAS compliance are included below.

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	DEV SEPT 2025	Applies if this Order offers further subcontracting opportunities.
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	All orders for \$150,000 or more. Note 8 applies.
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	All orders for \$150,000 or more. Note 8 applies.
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	All orders for \$150,000 or more. Note 8 applies.
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies unless the contract will be performed entirely outside the United States.

52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018	Applies to services contracts over \$2,500 being performed within the United States.
52.222-50	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.
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	Applies if FAR 52.222-41 is applicable.
52.222-53	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.
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025	Applies for services and construction contracts in excess of \$3,500, but not if related to the purchase of a COTS item.

52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026	JAN 2022	Applies if the order is subject to the Service Contract Labor Standards or Wage Rate Requirements.
52.222-62	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.
52.222-90	52.222-90 Addressing DEI Discrimination by Federal Contractors.		This clause applies to all contracts and subcontracts at any tier, including Orders for commercial products or services, except those where the place of delivery or performance is outside of the United States.
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.
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	DEV AUG 2025	All solicitations and contracts
52.240-92	SECURITY REQUIREMENTS	DEV AUG 2025	Only applies to work that requires access to classified information.

52.240-93	BASIC SAFEGUARDING OF COVERED SYSTEMS INFORMATION	DEV AUG 2025	Not applicable if this Order is solely for COTS items.
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEV AUG 2025	Applicable to all solicitations and contracts.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	DEV SEPT 2025	Applicable to solicitations and contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.

E. PROVISIONS OF THE NASA FAR SUPPLEMENT INCORPORATED BY REFERENCE

If this Order is issued in support of a U.S. National Aeronautics and Space Administration Prime Contract, the following NASA FAR Supplement clause applies:

Clause	Title	Date	Applicability
NASA FARs 1852.246-74	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE	DEV SEPT 2025	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.

F. 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 Provision	Title	Date	Applicability
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	DEC 2022	

252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	JAN 2023	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
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.
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.
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.
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	JAN 2023	Applies to all subcontracts.

252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN 2023	Applies to all subcontracts. 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.
252.204-7020	NIST SP 800–171 DOD ASSESSMENT REQUIREMENTS	NOV 2023	Applies to all subcontracts, except for COTS, if DFARS 252.204-7012 applies.
252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS	NOV 2025	Applies to all subcontracts, except for COTS, that requires processing, storing, or transmitting Federal Contract Information or Controlled Unclassified Information.
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.

252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JAN 2023	Applies to all subcontracts that are for supplies, maintenance and repair services, or construction materials.
252.223-7009	PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATION	MAR 2024	Applies to all subcontracts relating to fire-fighting on a military installation.
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	MAY 2024	Applies to subcontracts for items containing a covered material: (1) Samarium-cobalt magnets; (2) Neodymium-iron-boron magnets; (3) Tantalum metals and alloys; (4) Tungsten metal powder; and (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.
252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME	JAN 2023	Applies to all subcontracts.
252.225-7060	PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION	JUN 2023	Applies to all subcontracts.

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 subcontracts above \$150,000.
252.227-7015	TECHNICAL DATA -- COMMERCIAL ITEMS	JAN 2025	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.
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JAN 2025	Applies if the delivery of technical data is required under this Order.
252.239-7010	CLOUD COMPUTING SERVICES	JAN 2023	Applicable if this Order involves or may involve cloud services.

252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV 2023	Applies to all subcontracts.
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. 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 6(e) of the 3M Global Compliance Terms applicable to this Order prohibits any type of counterfeit Goods. In that Section 6(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.

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 6(e) of the 3M Global Compliance Terms applicable to this Order prohibits any type of counterfeit Goods. In that Section 6(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" in 3M Global Compliance Terms.
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.
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G. ADDITIONAL TERMS APPLICABLE TO COMMERCIAL PRODUCTS AND SERVICES IN SUPPORT OF U.S. GOVERNMENT CONTRACTS

1. 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.

2. 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>

3. 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 (b) 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.

4. 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

5. REQUIREMENT FOR SELLER TO PROVIDE BUSINESS SIZE CERTIFICATION

(a) If Seller meets the definition of a "small business," 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 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 status as a "small business," shown in Seller's Certification shall be current, complete and accurate as of the date of signature by Seller's authorized representative.

6. 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.

7. 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.

8. 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.

9. 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.”

10. 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.

11. 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