

**SOLVENTUM CORPORATION – 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 “**Solventum**” is used in this Form US GOV-U, it means Solventum Corporation (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 Solventum is contracting, acting as the immediate subcontractor to Solventum, and that is furnishing to Solventum 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 Solventum’s Government Prime Contract.

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

4. The term "**Contracting Officer**" means the Government Contracting Officer for Solventum'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 Solventum 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 Solventum is contracting, acting as the immediate subcontractor to Solventum.

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.

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 Solventum Purchase Order terms and conditions 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 "Solventum" for "Government" or "United States" throughout this clause.

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

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

4. Insert "or Solventum" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to Seller to/from the Contracting Officer shall be through the Solventum Sourcing Representative.

6. Insert "and Solventum" after "Contracting Officer" throughout the clause.

7. Insert "or Solventum 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 apply to this Order and are incorporated by reference:

<b>FAR Provision</b>	<b>Title</b>	<b>Date</b>	<b>Applicability</b>
52.202-1	DEFINITIONS	JUN 2020	Applies to all contracts that exceed the Simplified Acquisition Threshold.
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021	Except for paragraph (b)(2) of FAR 52.204-25, which is excluded, FAR 52.204-25 applies to all subcontracts, including subcontractors for commercial products or commercial services.
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.
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020	Applies to all solicitations and contracts unless complete performance and delivery are outside the United States.
52.227-1	AUTHORIZATION AND CONSENT (Alternate 1)	APR 1985	Applies to R&D contracts.
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	Applies when FAR 52.227-1 applies.
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014	Applies to solicitations and contracts if it is contemplated that data will be produced, furnished, or acquired under the contract unless a listed exception stated in FAR 27.409(b)(1) applies. Does not apply to DOD contracts.
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023	Only applies to small business contractors when Solventum receives an accelerated payment.
52.242-15	STOP-WORK ORDER	AUG 1989	Applies to all solicitations and contracts for supplies, services, or research and development. If a cost-reimbursable contract is contemplated, Alt 1 applies.
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL	FEB 2024	Applicable to all solicitations and contracts other than those

FAR Provision	Title	Date	Applicability
	SERVICES		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.

FAR provisions incorporated by reference with additional explanations:

Provision	Title	Date
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
<b>Applicability:</b> Applies to orders exceeding \$150,000.		
<b>Further Explanation:</b> Subcontractor must abide by lower tier subcontractor requirements.		

Provision	Title	Date
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN 2020
<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.		

Provision	Title	Date
FAR 52.203-17	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 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
<b>Applicability:</b> Contracts greater than \$30,000 unless not required to be reported in FPDS.		
<b>Further Explanation:</b> Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the FAR 52.204-10 clause, Seller shall report its required executive compensation by posting the information at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> for this Order. All information posted will be available to the general public. In accordance with paragraph (a) of FAR 52.204-10, the term "first-tier subcontract" (1) means a subcontract awarded directly by Solventum to Seller for the purpose		

of acquiring supplies or services (including construction) for performance of a Prime Contract directly between Solventum and the Government, and (2) does not include Solventum’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 Solventum’s general and administrative expenses or indirect cost.

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 52.204-27	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, -29, -30	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.		

Provision	Title	Date
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2021
<b>Applicability:</b> Applies if this Order exceeds \$35,000 except it does not apply if this Order is for commercially-available-off-the-shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to the Solventum Sourcing Representative.		
<b>Further Explanation:</b> Must be flowed down unless it is subcontract for commercial products, commercial services, or Commercial off-the-Shelf Items.		

Provision	Title	Date
FAR 52.212-5(E)(1)	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2023
<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
FAR 52.219-8	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
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
<b>Applicability:</b> Applies if FAR 52.222-26 applies.		
<b>Further Explanation:</b> Note 8 applies.		

Provision	Title	Date
<b>Applicability:</b>		
<b>Further Explanation:</b>		

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

FAR Provision	Title	Date	Applicability
52.222-26	EQUAL OPPORTUNITY	SEP 2016	All solicitations and contracts. Note 8 applies.
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	AUG	Applies to services contracts

	STANDARDS	2018	over \$2,500 being performed within the United States.
52.222-43/44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	AUG 2018	Applies if FAR 52.222-41 is applicable.
FAR 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	OCT 2015	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.

**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 Version 1.0 March 2024

defined in the DFARS 252.204-7009 clause) and cyber incident reporting.)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)** (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 Solventum Sourcing Representative. The Seller shall notify the Solventum 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 Solventum 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 252.204-7014 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 Solventum 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 (OCT 2023)**

**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 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)**

**DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (AUG 2022)**

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

**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 over \$150,000.)**

**DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2023)** (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 instead of FAR 52.227-14, Rights in Data – General.)

**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 (SEP 2016)** (Applies if the delivery of technical data is required under this Order.)

**DFARS 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)** (Applicable for the acquisition of commercial items)

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

**DFARS 252.239-7018 SUPPLY CHAIN RISK (DEC 2022)**

- (a) This clause applies to Orders for the acquisition of Information Technology, whether acquired as a service or as a supply, that is a Covered System, is a part of a Covered System, or is in support of a Covered System, as defined in this clause.
- (b) The Seller shall mitigate *Supply Chain Risk* in the provision of supplies and services to Solventum and the Government.
- (c) Definitions. As used in this clause:
  - (1) “*Covered System*” means a national security system, as that term is defined at 10 U.S.C. 2339a. It is any information system, including any telecommunications system, used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency:
    - (i) The function, operation, or use of which:
      - a. Involves intelligence activities;
      - b. Involves cryptologic activities related to national security;
      - c. Involves command and control of military forces;
      - d. Involves equipment that is an integral part of a weapon or weapons system; or

e. Is critical to the direct fulfillment of military or intelligence missions, but this does not include a system that is to be used for routine administrative and business applications, including payroll, finance, logistics, and personnel management applications; or

(ii) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

(2) “*Information Technology*” (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the Government agency.

(i) For purposes of this definition, equipment is used by a Government agency if the equipment is used by the Government agency directly or is used by a Contractor under a contract with the Government agency that requires—

a. Its use; or

b. To a significant extent, its use in the performance of a service or the furnishing of a product.

(ii) The term “*Information Technology*” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(iii) The term “*Information Technology*” does not include any equipment acquired by a Contractor incidental to a contract.

(3) The term “*Supply Chain Risk*” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a Covered System so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

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

**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 Solventum and the Contracting Officer identified to Seller by Solventum.)

**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 Solventum Purchase Order terms 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 Solventum. 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 Solventum 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 Solventum Purchase Order terms 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 Solventum. 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 Solventum 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 Solventum's anti-counterfeiting terms and conditions listed under "Counterfeit Goods" at [Solventum.com/supplierregsspecs](https://www.solventum.com/supplierregsspecs) as stated in Solventum Purchase Order, Article 8, Compliance with Laws & Product Content, Section 8.3(e).

**DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA – BASIC (FEB 2019)** (Applicable only if the supplies are being transported by ocean vessel under this Order and the supplies are: (1) items Solventum 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, Solventum 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 SOLVENTUM'S CONVENIENCE**

(a) Solventum reserves the right to terminate this Order, or any part thereof, for its sole convenience. Solventum 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 Solventum, 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 Solventum 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 Solventum's convenience, in no event shall Solventum 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 to the Solventum Sourcing Representative within ninety (90) days from the effective date of the termination.

(d) If this Order is terminated in part for Solventum's convenience, Seller shall continue all work not terminated.

#### **G. TERMINATION FOR CAUSE (DEFAULT)**

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

In the event of termination for cause, Solventum shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to Solventum for any and all rights and remedies provided by law and under this Order.

(b) If it is determined that Solventum improperly terminated this Order for cause (default), such termination shall be deemed a termination for convenience.

#### **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 Solventum 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 Solventum 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,

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the Seller must notify the Solventum 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 including, but not limited to,

## **I. CERTIFICATIONS AND REPRESENTATIONS**

Seller acknowledges that Solventum 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 Solventum that results in the award of this Order.

Seller shall immediately notify the Solventum 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 Solventum'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 Solventum, Solventum may terminate this Order for default, as set forth in the Termination for Cause (Default) clause in Section F above.

### **1. FAR 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)**

### **2. FAR 52.209-5 CERTIFICATION THAT NEITHER SELLER NOR ANY OF ITS PRINCIPALS ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT (AUG 2020)** (Applies if this Order exceeds the simplified acquisition threshold)

(NOTE: If Seller cannot make the certification below, it shall immediately notify the Solventum 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 Solventum 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 Solventum, Solventum may cancel this Order for default.

### **3. 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 Solventum, 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.

#### **4. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)**

**5. FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)** (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 (e.g., engaging in severe forms of trafficking in persons during performance of this Order; charging employees recruitment fees), the Seller or its proposed agent, subcontractor, or subcontractor agent has taken the appropriate remedial and referral actions.
- (3) During the performance of this Order, the Seller shall provide to the Solventum Sourcing Representative annual certifications of compliance with the requirements in paragraphs (b) (1) and (b) (2) above.

## **6. REQUIREMENT FOR SELLER TO PROVIDE SOLVENTUM 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 Solventum Sourcing Representative a copy of the Solventum 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 Solventum 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 Solventum 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 Solventum 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.Solventum.com/suppliervgov](http://www.Solventum.com/suppliervgov).

## **7. FAR 52.204-24 and FAR 52.204-26 CERTIFICATION REGARDING THE DELIVERY OF COVERED TELECOMMUNICATIONS EQUIPMENT OF SERVICES (NOV 2021)**

(a) The FAR 52.204-25 clause titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" prohibits a Government contractor from providing covered telecommunications equipment or services to the Government or using such products or services as defined within the clause. In addition to other warranties, Supplier warrants that: (1) no products delivered to or on behalf of Solventum pursuant to this Agreement use or contain any Covered Telecommunications Equipment or Services; (2) no services delivered to or on behalf of Solventum pursuant to this Agreement shall have been carried out using any Covered Telecommunications

Equipment or Services. As used in these warranties, “Covered Telecommunications Equipment or Services” has the meaning provided in FAR 52.204-25. For more information, see <https://www.acquisition.gov/far/52.204-25>.

(b) In accordance with these clauses, Solventum requires each subcontractor and supplier subject to these terms to inform Solventum if it supplies covered telecommunications equipment or services to Solventum.

(c) These representations must be continuously updated, and Seller agrees to immediately inform Solventum of any update to the representations required by these clauses.

#### **8. DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)**

The supplier agrees that it will not provide covered defense telecommunications equipment services as defined within DFARS 252.204-7018 to Solventum. 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 Solventum, the Contractor shall immediately report this to Solventum, who may then need to report this to the Department of Defense.

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

(a) 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).

(b) 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 Solventum at the time of offer.

(c) 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.

#### **9. DFARS 252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION-CERTIFICATION (JUN 2023)**

#### **J. NOTICE TO SOLVENTUM’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, Solventum hereby notifies its current subcontractors that the prohibitions and restrictions of any of Solventum’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. DISPUTE RESOLUTION.**

The first sentence in the Article of the Purchase Order terms applicable to this Order entitled “Dispute Resolution” 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 Delaware, 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 the state of Delaware.”

#### **L. 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 Solventum Purchase Order, 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.

#### **M. ADDITIONAL FLOW DOWN CLAUSES IN THIS ORDER**

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

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

