

CONTRACTOR'S RELEASE OF CLAIMS AND/OR CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

I. INSTRUCTIONS TO CONTRACTOR 1. This form must be used as the (a) Contractor's Release of Claims; (b) Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts; or (c) both (a) and (b). 2. In completing Section II., the Contractor shall indicate the purpose for which it is submitting the completed form by checking the appropriate box in II.4 Purpose. 3. The Contractor is responsible for completing all of the information requested on the form.	
II. CONTRACTOR AND CONTRACT IDENTIFICATION 1. Contractor's name and address (<i>hereinafter referred to as the "Contractor"</i>):	2. CONTRACT NUMBER (<i>hereinafter referred to as the "Contract"</i>): 3. AMOUNT OF RELEASE (<i>in dollars</i>): \$ 4. PURPOSE (<i>check appropriate box</i>): <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> RELEASE <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> BOTH </div>
III. CONTRACTOR'S RELEASE OF CLAIMS <p>Pursuant to the terms of the Contract and in consideration of the sum set forth above in Section II., Block 3., which has been or is to be paid under the said Contract to the Contractor or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does release and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever arising out of or under said Contract, except as follows:</p> <ol style="list-style-type: none"> 1. Specified claims stated in exact amounts or in estimated amounts where the exact amounts are not known, as set forth in the space provided in Section VI., Claims, of this form. 2. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of said Contract; provided that such claims are not known to the Contractor on the date of execution of this release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer within six (6) years following the release date or notice of final payment date, whichever is earlier. 3. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of said Contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability. <p>The Contractor agrees, in connection with patent matters and with claims which are not released as set forth in Section V., Claims, to comply with all of the provisions of said Contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.</p>	IV. CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS <p>Pursuant to the terms of the Contract and in consideration of the reimbursement of costs and payment of fee, if any, as provided in the said Contract and any assignment thereunder, the Contractor does hereby:</p> <ol style="list-style-type: none"> 1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title, and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the said Contract, together with all the rights of action accrued or which may hereafter accrue thereunder. 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the appropriate HHS paying office checks (made payable to the United States Treasury) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said Contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof. 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit. 4. Agree, pursuant to the clause in this contract entitled "Allowable Cost" or "Allowable Cost and Fixed Fee," as appropriate, that it will refund to the Government the amount of any sustained audit exceptions resulting from any audit made after final payment.

V. CERTIFICATIONS

1. IN WITNESS THEREOF, this release of claims and/or assignment of refunds, rebates, credits, and other amounts has (have) been executed this _____ day of _____ 20____.

CONTRACTOR:

BY:

TITLE:

SIGNATURE:*

WITNESSES (2)*

(1) (name & title): _____

(signature & date): _____

(2) (name & title): _____

(signature & date): _____

* (NOTE: In the case of a corporation, witnesses are not required, but an authorized business representative must sign the certification above, and a higher level authorized official must sign the Corporate Certification below.)

CORPORATE CERTIFICATION

2. I, _____, certify that I am the _____ (official title) of the corporation named as Contractor in the foregoing release; that _____ (name) who signed said release on behalf of the Contractor was then _____ (official title) of said corporation; that said release was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL) (name & title) : _____

(signature & date): _____

VI. Claims. Specified claims applicable to Section III.1. of the Contractor's Release of Claims must be set forth in the space provided below.