

**CONTRACTOR'S RELEASE
FOR ALL CONTRACTS**

Pursuant to the terms of Contract No. _____ and in consideration of the sum of *(total of amounts paid and payable)* _____

which has been or is to be paid under the said contract to *(contractor's name and address)* _____

hereinafter called the Contractor or to its assignee, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA hereinafter called the Government, does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: *(if none, so state)*

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor Officer within the period specified in the said contract.

The Contractor agrees, pursuant to the clause in this contract entitled Allowable Cost (for cost reimbursement contracts) or Allowable Cost and Fixed Fee (for CPFF contracts), that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the Government. *Applicable to contracts where unaudited costs are claimed [pursuant to HHSAR 304.870(c)(2)]*

The Contractor further agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and related to the defense or prosecution of litigation. The Contractor further represents that it has made no inventions other than those already reported to the Contracting Officer.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____ 20 _____

WITNESSES

CONTRACTOR OR
CORPORATE NAME _____

BY _____

TITLE _____

NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed by an official of the organization other than the one signing above.

CERTIFICATE

I, _____ certify that I am the (official title) _____

of the corporation named as Contractor in the foregoing release; that _____

who signed said release on behalf of the Contractor was then *(official title)* _____ of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)