



National
Aeronautics and
Space
Administration

Contractor's Release

CONTRACT NO. _____

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

Dollars (\$ _____), which has been or is to be paid under said contract to *(Contractor name and address)* _____

_____ *(hereinafter called 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 hereby 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 said contract, except:

A. 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)* _____

B. Claims, together with reasonable expenses incident thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of 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 time period specified in said contract.

C. Claims for reimbursement of costs including reasonable expenses incident thereto, incurred by the Contractor under the terms of said contract relating to patents.

D. (1) If the contract is subject to the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement, and includes the clause "Additional Data Requirements", claims pursuant to such clause when, within the three-year period after acceptance under the contract, the Contracting Officer requests in writing that the Contractor furnish such data.

(2) If the contract is subject to the NASA Procurement Regulation, and includes an article entitled "Data Requirements" or "Optional Data Requirements", claims pursuant to such clause when, within the one-year period after final payment under the contract, the Contracting Officer requests in writing that the Contractor furnish such data.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all the terms of said contract, including without limitation, those terms relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

The Contractor further agrees that payments on account of claims not released as set forth above shall be subject to adjustment in accordance with the "Allowable Cost and Payment" clause, if such clause is included in the contract, or in accordance with paragraph (1) of the clause of the contract entitled "Allowable Cost, Incentive Fee and Payment", if such clause is a provision of the contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, _____
(Month) (Year)

WITNESS

(Contractor)

BY _____

TITLE _____

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed)

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 on behalf of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)