



National
Aeronautics and
Space
Administration

Assignee'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 by the United States of America (*hereinafter called the Government*) to the Contractor or its assignees, the _____
(Assignee's name and address)

_____, (i) a corporation organized and existing under the laws of the State of _____, (ii) a partnership consisting of _____,

(iii) an individual trading as _____, (*hereinafter called the Assignee*), upon receipt of that part of the said sum due under its assignment does hereby remise, release and discharge the Government, its officers, agents, and employees of all liabilities, obligations, claims, and demands whatsoever under or arising from said contract and assignment, 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 or Assignee on the date of the execution of this release and of which the Contractor or Assignee 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 request 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 request in writing that the Contractor furnish such data.

The Assignee agrees, in connection with claims which are not released as set forth above, that final payment under said contract does not modify the requirements and limitations imposed on the Contractor or Assignee by the contract or the assignment, including without limitation those terms relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

The Assignee 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

(Assignee)

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 Assignee in the foregoing release; that _____ who signed said release on behalf of the Assignee was then _____ of said corporation; that said release was
(Official title)

duly signed for and on behalf of said corporation of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)