

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

I. 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> <input type="checkbox"/> RELEASE <input type="checkbox"/> ASSIGNMENT <input checked="" type="checkbox"/> BOTH

II. CONTRACTOR'S RELEASE

Pursuant to the terms of the Contract and in consideration of the sum set forth above in Section I., 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 Johns Hopkins University Applied Physics Laboratory (hereinafter called JHU/APL), does remise, release, and discharge the JHU/APL, 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:

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). NONE
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; 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 JHU/APL Contract Representative not more than five (5) years after the date of release or the date of any notice to the Contractor that the JHU/APL is prepared to make final payment, whichever is earlier; and
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the JHU/APL against patent liability), including reasonable incidental expenses, incurred by the Contractor under the provisions of this contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of said Contract, including without limitation those provisions relating to notification to the JHU/APL Contract Representative and relating to the defense or prosecution of litigation.

**III. CONTRACTOR'S ASSIGNMENT OF REFUNDS,
REBATES, CREDITS AND OTHER AMOUNTS**

Pursuant to the terms of the Contract and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Contractor does hereby:

1. Assign, transfer, set over and release to the Johns Hopkins University Applied Physics Laboratory (hereinafter called the JHU/APL), 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 JHU/APL Contracts Representative checks (made payable to the office designated for contract administration) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the JHU/APL Contracts Representative as stated in the said contract and may be applied to reduce any amounts otherwise payable to the JHU/APL under the terms hereof.
3. Agree to cooperate fully with JHU/APL 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 JHU/APL to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

IV. CERTIFICATIONS

IN WITNESS WHEREFORE, this Contractor's Release and/or Assignment of Refunds, Rebates, Credits and Other Amounts has been executed this _____ day of _____, _____ by a duly authorized representative of the Contractor pursuant to the authority of its governing body and within the scope its corporate powers.

BY

TITLE