

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  
**CONTRACTOR'S RELEASE AND/OR ASSIGNMENT OF  
 REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS**

**I. IDENTIFICATION**

<b>1. Contractor's name and address</b> <i>(hereinafter referred to as the Contractor)</i>	<b>2. CONTRACT NUMBER</b> <i>(hereinafter referred to as the contract)</i>
	<b>3. AMOUNT OF RELEASE</b> <i>(in dollars)</i>
	<b>4. PURPOSE</b> <i>(check appropriate box)</i> <input type="checkbox"/> RELEASE <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> BOTH

**II. CONTRACTOR'S RELEASE**

Pursuant to the terms of the Contract and in consideration of the sum set forth in Section I., Block 3., above 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 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 statements by the Contractor, as set forth in the space provided on the reverse of this form (Section V.).
2. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to their 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 not more than six (6) years after the date of this release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expense of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth in Section V., that he will comply with all of the provisions relating to notification to the Contracting Officer 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, if any, as provided in the said Contract and any assignment thereunder, the Contractor does hereby:

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 Government. Paying Office checks (made payable to the Treasurer of the United States) 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 him at any hearing, trial, or other proceeding, arising out of such claim or suit.

**IV. CERTIFICATIONS**

**1. IN WITNESS WHEREOF, this release and/or assignment has (have) been executed this day.**

\*WITNESSES

(1) \_\_\_\_\_

(2) \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

BY

\_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

\*In the case of a corporation, the signatures of two witnesses are not required, but the certificate below must be completed.

**CORPORATE CERTIFICATION**

2. I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ (official title) of the corporation named as Contractor in the foregoing release and/or assignment; that \_\_\_\_\_ who signed said release and/or assignment on behalf of the Contractor was the \_\_\_\_\_ (official title) of the said corporation; that said release and/or assignment 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)

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V. Specified claims applicable to Section II.1. of the Contractor's Release are to be set forth in the space provided below.

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### INSTRUCTIONS TO CONTRACTOR

1. This form may be used for three purposes:
  - a. As a *Contractor's Release*.
  - b. As an *Assignment of Refunds, Rebates, Credits, and Other Amounts*.
  - c. As both a *Contractor's Release and an Assignment of Refunds, Rebates, Credits, and Other Amounts*.
2. In completing Section I., the Contractor is indicated the purpose (see 1 above) for which he is submitting the completed form as follows:
  1. Contractor's Release Check *only* the release box in Section I.4. and, if a corporation, complete the Certificate in Section IV.2.
  2. Assignment of Refunds, Rebates, Credits, and Other Amounts Check *only* the assignment box in Section I.4. and, if a corporation, complete the Certificate in Section IV.2.
  3. As *both* a Contractor's Release and an Assignment of Refunds, Rebates, Credits, and Other Amounts Check the *both* box in Section I.4. and, if a corporation, complete the Certificate in Section IV.2.
3. The form is to be completed in triplicate as follows
  - a. ORIGINAL AND DUPLICATE When completed, forward these to the cognizant USAID Contracting Officer.
  - b. TRIPLICATE Contractor's copy.
4. The Contractor is responsible for filling in all the information requested on the form. Use the space provided in Section V. for listing outstanding claims as requested in Section II.1. of the form.