LAWRENCE LIVERMORE NATIONAL LABORATORY

**ASSIGNMENT AND RELEASE**

Pursuant to the provisions of Subcontract No.      , dated      , between Lawrence Livermore National Security, LLC (hereinafter called “LLNS”) and the undersigned Subcontractor, and in consideration of the sum of $      which has been or is to be paid under the said Subcontract, upon final payment by LLNS, the Subcontractor does hereby:

1. Certify the work has been completed in compliance with all provisions of the said Subcontract, the Subcontractor will continue to comply with all provisions of the said Subcontract, and the claims of any and all persons furnishing labor or materials in performance of the work under the said Subcontract have been paid in full with no obligation outstanding under the said Subcontract that could be made the basis of a claim or lien under the applicable state or local laws.

2. Assign, transfer, set over and release to LLNS all rights, title, and interest to any refunds, rebates, credits and other amounts arising out of the performance of the said Subcontract, and due to LLNS under the said Subcontract, together with all rights of action accrued or which may hereafter accrue thereunder.

3. Remise, release and discharge LLNS and the United States Government, their officers, agents, and employees, of and from all liabilities, obligations, claims, and demands under or arising from the said Subcontract unless otherwise provided in the payments provisions of the said Subcontract, subject only to the following exceptions:

(a) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Subcontractor.

(b) Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing this Subcontract, that are not known to the Subcontractor on the date of the execution of this Assignment and Release, and of which the Subcontractor gives notice in writing to LLNS not more than six years after the date of the release or the date of any notice to the Subcontractor that LLNS is prepared to make final payment, whichever is earlier.

(c) Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under any terms of this Subcontract relating to patents.

If any lien or other claim remains unsatisfied after all payments are made, the Subcontractor shall refund to LLNS all monies it may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys’ fees.

[IN WITNESS WHEREOF,] this Assignment and Release is executed this       day of      , 20     .

[NOTE: A witness is not required for corporations; however, the below Corporate Certificate must be completed.]

|  |  |  |
| --- | --- | --- |
| **WITNESS** |  | **SUBCONTRACTOR** |
| SIGNATURE: |  |  | COMPANY NAME: |       |
| ADDRESS: |       |  | SIGNATURE: |  |
| CITY/STATE/ZIP: |       |  | TITLE: |       |

# The following Corporate Certificate is for completion by corporations only.

# CORPORATE CERTIFICATE

I,       , certify I am the       (OFFICIAL TITLE) of the corporation named Subcontractor in the foregoing Assignment and Release,       who signed the said Assignment and Release on behalf of the Subcontractor was the       (OFFICIAL TITLE) of the said corporation, the said Assignment and 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** |  |  |
| **CERTIFIER SIGNATURE** |