LAWRENCE LIVERMORE NATIONAL LABORATORY

**ASSIGNMENT AND RELEASE**

**Time and Materials (T&M) Blanket Agreements**

Pursuant to the provisions of the Purchase Releases identified on the attached list dated       (hereinafter called “Designated Purchase Releases”) issued under Agreement No. H     , between Lawrence Livermore National Security, LLC (hereinafter called “LLNS”) and       (hereinafter called “Seller”), and in consideration of the payment amounts indicated for the Designated Purchase Releases, the Seller does hereby:

1. Certify the work identified on the Designated Purchase Releases has been completed in compliance with all provisions of the Agreement, the Seller will continue to comply with all provisions of the said Agreement, and the claims of any and all persons furnishing labor or materials in performance of the work invoiced pursuant to the Designated Purchase Releases to have been paid in full with no obligation outstanding for the Designated Purchase Releases 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 Designated Purchase Releases, and due to LLNS, 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 Designated Purchase Releases unless otherwise provided in the payments provisions of the Designated Purchase Releases, subject only to the following exceptions:
4. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Seller.
5. Claims, together with reasonable incidental expenses, based upon the liabilities of the Seller to third parties arising out of performing the Designated Purchase Releases, that are not known to the Seller on the date of execution of this Assignment and Release, and of which the Seller gives notice in writing to LLNS not more than six years after the date of this Assignment and Release or the date of any notice to the Seller that LLNS is prepared to make final payment on the Designated Purchase Releases, whichever is earlier.

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

If any lien or other claim remains unsatisfied after all payments are made, the Seller 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.]

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| **WITNESS** |  | **SELLER** |
| 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 Seller in the foregoing Assignment and Release,       who signed the said Assignment and Release on behalf of the Seller 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.

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| **CORPORATE SEAL** |  |  |
| **CERTIFIER SIGNATURE** |