



**SUBRECIPIENT/SUBCONTRACTOR/CONTRACTOR'S RELEASE OF CLAIMS AGAINST
THE CALIFORNIA INSTITUTE OF TECHNOLOGY
AND ASSIGNMENT OF REFUNDS, REBATES AND CREDITS
ARISING UNDER OR BY VIRTUE OF
SUBAWARD/SUBCONTRACT/CONTRACT AGREEMENT NO. _____
WHICH IS UNDER (IF APPLICABLE) PRIME AGREEMENT NO. _____**

According to the terms of the above numbered Agreement and in consideration of the sum of

(\$ _____), which has been or is to be paid under said Agreement to

_____ (hereinafter called the Seller) or its assignees, if any, the Seller, upon payment of said sum by the California Institute of Technology (hereinafter called the Institute), does remise, release, and discharge the Institute, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Agreement, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the seller as follows:
 - A. Claims, together with reasonable expenses incidental thereto based upon liabilities of the Seller to third parties arising out of the performance of said Agreement, provided that such claims are not known to the Seller on the date of execution of this release, and provided further that the Seller gives notice of such claims in writing to the Institute not more than six (6) years after the date of this release or the date of any notice to the Seller that the Institute is prepared to make final payment, whichever is earlier.
 - B. Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Seller under the provisions of said Agreement relating to patents.
 - C. When there is included in the said Agreement an Article entitled "Data Requirements", Claims pursuant to such Article where a written request by the Institute to furnish data is made within the one-year period after final payment.

The Seller 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 the said Agreement including without limitation those provisions relating to notification to the Institute and relating to the defense or prosecution of litigation.

In consideration of the reimbursement of costs and payment of fee, as provided in said Agreement and any assignment thereunder, the Seller does hereby:

1. Assign, transfer, set over and release to the California Institute of Technology, hereinafter called the "Institute", all rights, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of said Agreement and attributable to costs reimbursed to the Seller or to its assignee(s) (hereinafter called "Refunds"), together with all the rights of action accrued or which hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all Refunds due or which may become due, and to promptly forward the Institute checks, made payable to the California Institute of Technology, for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Institute as stated in said Agreement and may be applied to reduce any amounts otherwise payable to the Institute under the terms hereof.
3. Agree to cooperate fully with the Institute as to any claim or suit in connection with Refunds; to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Institute to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

This release has been executed this _____ day of _____, 20__.

Seller: _____

*check box if
e-signing:

Signature

Typed Name: _____

Title: _____