

SUBCONTRACTOR'S RELEASE OF CLAIMS

Prime Contract No.:	
Delivery/Task Order No.:	
Subcontract Agreement/Purchase Order No.:	
Subcontractor Name:	
Subcontractor Address:	
Subcontractor Closeout Point of Contact:	

Pursuant to the terms of the referenced purchase order and/or Subcontract Agreement and in consideration of the sum of _____ which has been or is to be paid to _____ above (*hereinafter called Subcontractor*), the Subcontractor, upon payment of the said sum by SURVICE Engineering (*hereinafter called SURVICE*) does remise, release and discharge SURVICE, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this subcontract/purchase order subject only to the following exceptions:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:
 - Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of the said subcontract/purchase order, which are not known to the Subcontractor on the date of the execution of this release and of which the Subcontractor gives notice in writing to the Buyer's Representative within the period specified in the said subcontract/purchase order.
 - Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of his indemnification of Buyer against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract/purchase order relating to patents.

The Subcontractor 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 subcontract/purchase order, including without limitation those provisions relating to notification of the Buyer's Representative and relating to the defense of prosecution and of litigation.

IN WITNESS WHEREOF, this release has been executed the ____ day of _____, 201____ by the undersigned who certifies that this release was duly signed for and on behalf of the subcontractor by authority of its governing body and is within scope of my corporate powers.

SUBCONTRACTOR:

(Name/Title)

(Signature/Date)

SUBCONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS AND OTHER AMOUNTS

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Subcontractor Closeout Point of Contact:	

Pursuant to the terms of the referenced subcontract/purchase order and in consideration of the reimbursement of costs and payment of fee, as provided therein, and any assignment there under, _____ (*hereinafter called "Subcontractor"*) does hereby:

1. Assign, transfer, and set over to SURVICE Engineering (*hereinafter called "Buyer"*), all rights, title and interest to all refunds, rebates, credits and other amounts (including any interest thereon), arising out of the performance of said subcontract/purchase order, together with all the rights of action accrued or which may hereafter accrue there under.
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 Buyer (checks made payable to SURVICE Engineering) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved in advance by the Buyer's Representative as stated in the said subcontract/purchase order and may be applied to reduce any amounts otherwise payable to Buyer under the terms of this agreement.
3. Agree to cooperate fully with Buyer 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 Buyer to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

I, _____, certify that I am the _____ in the foregoing release and that said Release was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SUBCONTRACTOR:

(Name/Title)

(Signature/Date)

SUBCONTRACT CLOSE-OUT INFORMATION

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Subcontractor Closeout Point of Contact:	

		YES	NO	NA
1	All work on the subject Subcontract/Purchase Order has been completed and deliverable items have been shipped and accepted by SURVICE Engineering or the U.S. government.			
2	Final billing against the subject Subcontract/Purchase Order, properly approved by your U.S. Government auditor, if applicable, has been submitted to SURVICE Engineering.			
3	All special tooling or test equipment, including lower tier subcontractors, has been received at your facility, accounted for, marked and stored as Government review for disposition. Copies of Inventory lists have been forwarded to SURVICE Engineering.			
4	All residual material to your Subcontract/Purchase Order and your supplier's lower-tier Agreements have been inventoried, properly documented and physically available for customer and/or Government review for disposition. Copies of inventory lists have been forwarded to SURVICE Engineering.			
5	All government furnished or customer furnished material, tools and equipment have been accounted for on property records by a cognizant Government Property Administrator.			
6	There are no claims or litigation, either present or pending against you, as a result of the work performed by you under this Subcontract/Purchase Order.			
7	All data, proprietary to other SURVICE or other companies has been returned or destroyed in accordance with instructions from the interested parties and no copies of such data remain.			

SUBCONTRACTOR:

(Name/Title)

(Signature/Date)

SUBCONTRACT PATENTS REPORT

Prime Contract No.:	
Delivery/Task Order No.:	
Subcontract Agreement/Purchase Order No.:	
Subcontractor Name:	
Subcontractor Address:	
Subcontractor Closeout Point of Contact:	

The above referenced prime contract requires submission of a final Patents Report at contract completion indicating whether or not there were any inventions or discovered (patentable or not) conceived or first actually reduced to practice in the course of or under the subcontract/purchase order. Inventions includes, but not limited to, any act, method, process, machine, manufacture, design or composition of matter, or any new useful improvement thereof, or any variety of plant, which is or may be patentable under the laws of the United States or any foreign country.

Please indicate by checking the appropriate box below whether or not there were any inventions or discoveries conceived or first actually reduced to practice by you during performance under the reference subcontract/purchase order:

No, NO inventions or discoveries

Yes, Provide appropriate report of inventions and subcontracts/purchase orders by agency (e.g. DD 882 for DoD subcontracts)

If this subcontract/purchase order is over \$50,000.00, indicate if royalties in excess of \$250.00 have been paid or are to be paid to any person or firm in connection with the performance of this subcontract/purchase order. If royalties have been paid, please provide royalty information in accordance with FAR Clause 52.227-6.

No, Royalties have not and will not be paid

Yes, Royalties have or will be paid

SUBCONTRACTOR:

(Name/Title)

(Signature/Date)

SUBCONTRACT GOVERNMENT PROPERTY INVENTORY

Prime Contract No.:	
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Our records show that all work has been completed under the referenced subcontract/purchase order. Administrative close-out of the subcontract/purchase order requires an inventory of all U.S. Government property (equipment, materials, etc) not consumed in the performance of the subcontract/purchase order or not delivered to the U.S. Government/Customer.

Please indicate by checking the appropriate box below whether or not property was acquired or exists under this subcontract/purchase order.

No property was furnished

No property was acquired

No accountable property remains or exists

Property furnished/acquired was

Shipped as directed

Consumed

Attached is an inventory of residual property for disposition.

(If retention for transfer to another subcontract/purchase order is desired, please indicate).

SUBCONTRACTOR:

(Name/Title)

(Signature/Date)

PLEASE NOTE: By clicking "Submit" below, you will be sending a copy of this completed form to our Subcontracts Team. A local copy will **NOT** be saved automatically. If you are unable to use the "submit" button or if you would like to save a draft of this form, with your data in tact, you must save this document to your computer. You can then e-mail this form to subcontracts@survice.com.