



SUBCONTRACTOR'S RELEASE

Subcontract No. _____

Pursuant to the terms of Subcontract No. _____ and in consideration of a sum up to but not to exceed: _____ (\$ _____) which has been or is to be paid under the said contract to _____ (hereinafter called the Subcontractor) or to its assignees, if any, the Subcontractor, upon payment of the said sum by **Utah State University** (hereinafter called the Contractor), does remise, release, and discharge the Contractor, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract except:

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:
- b. 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 contract, which are not known to the Subcontractor on the date of the execution of the release and of which the Subcontractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
- c. Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.
- d. When there is included in the subcontract an article entitled "Data Requirements," claims pursuant to such an article when a written request by the Contracting Officer to furnish data is made within the one-year period after final payment.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of said subcontract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

WHEREOF, this release has been executed this _____ day of _____, 20____.

 (Subcontractor Signature)

**SUBCONTRACTOR’S ASSIGNMENT OF REFUNDS,
REBATES, CREDITS AND OTHER AMOUNTS**

Subcontract No. _____

Pursuant to the terms of Subcontract No. _____ and in consideration of the reimbursement of costs and payments of fee, as provided in the said subcontract and any assignment thereunder, _____ (hereinafter called the Subcontractor) does hereby:

1. Assign, transfer, set over and release to **Utah State University** (hereinafter called the Contractor), all right, title and interest to all refunds, rebates, credits, and other amounts (including interest thereon) arising out of the performance of said subcontract, 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 interest thereon) due or which may become due, and to promptly forward to the Contracting Officer, checks (made payable to the Contractor) 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 subcontract and may be applied to reduce any amounts otherwise payable to the Contractor under the terms thereof.
3. Agree to cooperate fully with the Contractor 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 Contractor to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

WHEREOF, this assignment has been executed this _____ day of _____, 20____.

(Subcontractor Signature)

**Utah State University
PROPERTY IN THE CUSTODY OF SUBRECIPIENTS**

_____ Through _____
Original effective date Date of termination

Subrecipient Name and Address:

Subagreement No:

Property Location(s):

Property Type	Acquisition Cost	Quantity
1. Land		
2. Buildings or other structures		
3. Equipment under \$100,000		
4. Equipment over \$100,000		
5. Special Test Equipment		
6. Special Tooling		
7. Military Property		
8. Government Material (Government-furnished)		
9. Government Material (Contractor-acquired)		

Subrecipient's Authorized Representative:

Signature and Date:

Utah State University Final Invention Statement and Certification for Subrecipients		Subagreement No.
<p>A. We hereby certify that, to the best of our knowledge and belief, all inventions are listed below which were conceived and/or first actually reduced to practice during the course of work under the above referenced Subagreement for the period:</p> <p style="text-align: center;">_____ Through _____ Original start date Date of termination</p>		
<p>B. Inventions (Note: If no inventions have been made under the grant or award, insert the word "NONE" under Title below.)</p>		
NAME OF INVENTOR	TITLE OF INVENTION	DATE REPORTED TO USU
<p>C. First Signature – The person responsible for the grant or award is required to sign (in ink).</p>		
Institutional Representative:	Title	Signature
<p>Subrecipients Mailing Address:</p>		