Supplier’s Release and Assignment

Supplier’s Name and Address Contract No.:

      Modification No.:

Pursuant to the terms of this Contract and in consideration of the sum of       dollars ($     ), which has been or is to be paid under the said Contract to the SUPPLIER, or its assignees, if any, the SUPPLIER, upon payment of said sum by LOCKHEED MARTIN, does hereby:

1. Remise, release, and discharge LOCKHEED MARTIN, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever, under or arising from said Contract, whether known or unknown at this time.
2. Agree in connection with patent matters and any other unfulfilled duties under the Contract, that it will comply with all of the provisions of said Contract, including without limitation those provisions relating to notification of LOCKHEED MARTIN and relating to the defense or prosecution of litigation.
3. Assign, transfer, set over and release to LOCKHEED MARTIN all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the Contract, together with all the rights of action which have accrued or which may hereafter accrue hereunder.
4. 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 LOCKHEED MARTIN checks for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by LOCKHEED MARTIN as stated in said Contract and may be applied to reduce any amounts otherwise payable to LOCKHEED MARTIN under the terms hereof.
5. Agree to cooperate fully with LOCKHEED MARTIN or the U.S. Government as its interest may appear as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit LOCKHEED MARTIN to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF this Release and Assignment has been executed this       day of      , 20     .

SUPPLIER

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date:

# SUPPLIER CONTRACT CLOSEOUT

# CERTIFICATION

Contract Number

***Instructions:***

*The completed form should be signed by a duly authorized individual, and returned to Lockheed Martin by no later than      . To prevent a delay in the completion of all required closeout actions, please be sure to satisfy the requirements of each applicable section identified on this form. If desired, a detailed explanation of any response may be submitted on a separate sheet.*

**1. PATENTS OR NEW TECHNOLOGY CLAUSE**

[ ]  This is to certify that a review of the work under the above contract has been made and to the best of my knowledge and belief, there were no reportable items under the Patents or New Technology Clause.

[ ]  There are reportable items under this contract and they have been reported in accordance with the provisions of the contract.

## 2. FINAL ROYALTY REPORT

[ ]  This is to certify that a review of the work under the above contract has been made, and to the best of my knowledge and belief, there were no reportable items under the Final Royalty clause.

[ ]  There are reportable items under this contract and they have been reported in accordance with the provisions of the contract.

### 3. CUSTOMER/GOVERNMENT PROPERTY

[ ]  This is to certify that a review of the subject contract has been made and to the best of my knowledge and belief no residual property or equipment (including special tooling/test equipment) accountable to the subject contract remains.

[ ]  This is to certify that there is Customer/Government Property remaining on the subject contract and that this property will be disposed of in accordance with FAR Part 45.6.

[ ]  This is to certify that no government property was either furnished or acquired under this contract.

#### 4. CLASSIFIED DOCUMENTS

[ ]  This is to certify that a review of the above contract has been made and to the best of my knowledge and belief, there are no classified documents (including confidential accountable and non-accountable) under this contract.

[ ]  There are classified documents under this contract.

#### 5. WORK COMPLETION

[ ]  This to certify that, to the best of my knowledge and belief, all of the requirements of the contract Statement of Work (or equivalent) have been completed and accepted.

#### 6. FINAL INVOICE

[ ]  A final invoice incorporating DCAA approved rates is enclosed. Also enclosed is a copy of the DCAA approval letter applicable to the rates included in the invoice.

*Note – A statement similar to the following must be included with, or clearly within the invoice: “This invoice has been prepared in accordance with FAR 52.216-7 (or governing international requirement) and constitutes our final claim against this contract.” All invoices received after the contract period of performance has expired must be accompanied by the following statement: “All costs on this contract were incurred during the period of performance.”*

[ ]  Please accept invoice Number      , in the amount of       as a final invoice. This invoice was submitted on      , and constitutes the final claim under this contract.

[ ]  The total amount either paid, due, or to become due by Lockheed Martin under this contract is      .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name       Title       Date