**CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS,**

**AND OTHER AMOUNTS TO THE GOVERNMENT**

If contract terms require the Contractor to obtain refunds, rebates, credits, and/or other amounts under or during the performance of the contract, the following certification must be completed by a duly authorized representative of the Contractor, and submitted to the Government with the Contractor’s final invoice.

CONTRACT: **[INSERT CONTRACT NUMBER]**

DELIVERY / TASK ORDER: **[ORDER NUMBER, IF APPLICABLE. IF NOT, “N/A”]**

Pursuant to the terms of Contract / Delivery / Task Order Number **[INSERT CONTRACT AND DELIVERY / TASK ORDER, AS APPLICABLE, FROM ABOVE]** (hereinafter “Contract”) and in consideration of the reimbursement of costs and payment of fee, as provided in the Contract and any assignment thereunder, **[INSERT CONTRACTOR NAME AND ADDRESS]** (hereinafter “Contractor”) does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter “the Government”) all rights, titles, and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the said Contract and/or Delivery / Task Order (as applicable), together with all 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 any interest thereon) due or which may become due, and to promptly forward payment to the Government Contracting Officer (i.e., check made payable to the office designated for contract administration) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Government Contracting Officer as stated in the said Contract and/or Delivery / Task Order (as applicable) and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government 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 Government to represent it at any hearing trial, or other proceeding, arising out of such claim or suit.

In WITNESS WHEREOF, this Release of Claims has been executed this **[DATE]** day of **[MONTH]**, **[YEAR]**.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: **[INSERT NAME OF CONTRACTOR AUTHORITY]**

Title: **[INSERT TITLE]**

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:  **[INSERT NAME OF WITNESS]**

Title: **[INSERT TITLE]**

NOTE: In the case of a corporation, witnesses are not required, but the certificate on this page must be completed.

**CORPORATE CERTIFICATION ADDENDUM - CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS TO THE GOVERNMENT**

I, **[INSERT NAME OF CORPORATE OFFICIAL SIGNING ADDENDUM]**, certify that I am the **[OFFICIAL TITLE OF OFFICIAL SIGNING ADDENDUM]** of the corporation named as Contractor in the foregoing release; that **[INSERT NAME OF CORPORATE AUTHORITY THAT SIGNED RELEASE PAGE 1]** who signed release on behalf of the Contractor is the **[INSERT OFFICIAL TITLE OF CORPORATE AUTHORITY THAT SIGNED PAGE 1]** of said corporation; 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.

This Corporate Certificate Addendum - Release of Claims has been executed this **[DATE]** day of **[MONTH]**, **[YEAR]**.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: **[INSERT NAME OF CORPORATE OFFICIAL SIGNING ADDENDUM)**

Title: **[INSERT TITLE]**