
SELLER'S RELEASE (Apr 2000)

Pursuant to the terms of Subcontract No. _____ and in consideration of the sum of \$ _____, which has been or is to be paid to the Seller under the subcontract, the Seller (or the Seller's assignees, if any), upon payment of the said sum by UT-Battelle, LLC (the Company), releases the Company, the Government, their officers, agents, and employees from all liabilities, obligations and claims arising out of or under the subcontract, except:

A. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Seller, as follows (if none, so state):

_____.

B. Claims (including reasonable incidental expenses) based upon liabilities of the Seller to third parties arising out of the performance of the subcontract; provided, that the claims are not known to the Seller on the date of the execution of this release and that the Seller gives notice of the claims in writing to the Company within the time period specified in the subcontract.

C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Seller under the patent clauses of the subcontract, excluding, however, any expenses arising from the Seller's indemnification of the Company and the Government against patent liability.

D. When the subcontract includes the clause entitled "Additional Technical Data Requirements," claims pursuant to that clause when, within one year after final payment under the subcontract, the Company requests in writing that the Seller furnish such data.

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

The Seller further agrees that payments on account of claims not released as set forth above shall be subject to adjustment in accordance with the clause entitled "Allowable Cost, Incentive Fee and Payment," if that clause is included in the subcontract.

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

(Seller)

BY _____

TITLE _____