

SUBCONTRACTOR'S RELEASE

Prime Award No. _____
Subcontract No. _____

Pursuant to the terms of Subcontract No. _____ and in consideration of the sum of _____ which has been or is to be paid under the said subcontract to _____ (hereinafter called the Subcontractor) or to its assignees, if any, the Subcontractor upon payment of the said sum by The Pennsylvania State University, University Park, Pennsylvania (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:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:

2. 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, 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 Contractor within the period specified in the said subcontract.

3. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of the Contractor against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.

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 of the provisions of the said subcontract, including without limitation those provisions relating to notification to the Contractor and relating to the defense or prosecution of litigation.

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

SUBCONTRACTOR _____

By _____

Title _____

CERTIFICATE

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