

**THE BOEING COMPANY**  
**GENERAL PROVISIONS**

Release and Assignment  
**DF4401-98**

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**RELEASE AND ASSIGNMENT**

Pursuant to the terms of (Purchase Contract) No. \_\_\_\_\_ and in consideration of the sum of \$ \_\_\_\_\_ which has or is to be paid under said Purchase Contract by The Boeing Company, \_\_\_\_\_ (Division), \_\_\_\_\_ (City), \_\_\_\_\_ (State), (hereinafter called "Buyer") to \_\_\_\_\_ (hereinafter called "Seller"), or to its assignees, if any, the Seller, upon payment of such sum by Buyer, does remise, release and discharge Buyer, its officers, agents and employees, and if a Government contract number appears on the face of said Purchase Contract, the United States of America and its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever arising out of the performance of said Purchase Contract, except:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by Seller, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon liabilities of Seller to third parties arising out of the performance of said Purchase Contract, which are not known to Seller at the date of the execution of this Release and Assignment and of which Seller gives notice in writing to Buyer within a period of six (6) years after the date of this Release and Assignment or the date Buyer first gives Seller written notice of the fact that it is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of Seller by reason of its indemnification of Buyer or the Government against patent liability), including reasonable expenses incidental thereto, incurred by Seller under the provisions of the said Purchase Contract relating to patents.

Seller 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 Purchase Contract, including, but without limitation, those provisions relating to notification of Buyer and to the defense or prosecution of any claims.

The Seller further agrees to and does hereby

1. Assign, transfer, set over and release to Buyer all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) properly allocable to costs for which Seller has been reimbursed by Buyer under said Purchase Contract, 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 or other amounts (including any interest thereon) due or which may become due, and to forward checks for any proceeds so collected to Buyer. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by Buyer as stated in the said Purchase Contract, and may be applied to reduce any amounts otherwise payable to Buyer under the terms hereof.

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

If said Purchase Contract is on a CPIF basis, Seller further agrees that payments under this assignment or on account of claims excepted from such release shall be subject to adjustment by reason of corresponding increases or decreases in the fee in accordance with Paragraph (e) of the clause of said subcontract or order entitled, "Incentive Fee."

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

Seller \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_, CERTIFY that I am the \_\_\_\_\_ of the corporation named as Seller in the foregoing Release and Assignment; that \_\_\_\_\_, who signed the Release and Assignment on behalf of the Seller, was then \_\_\_\_\_ of said corporation; that said Release and Assignment 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

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CORPORATE SEAL