LAWRENCE LIVERMORE NATIONAL LABORATORY

**ASSIGNMENT AND RELEASE – A&E / CONSTRUCTION SUBCONTRACTS**

Pursuant to the provisions of Subcontract No.      , dated      , between Lawrence Livermore National Security, LLC (hereinafter called “LLNS”) and the undersigned Subcontractor, and in consideration of the sum of $      which has been or is to be paid under the said Subcontract, upon final payment by LLNS, the Subcontractor does hereby:

1. Certify the work has been completed in compliance with all provisions of the said Subcontract, the Subcontractor will continue to comply with all provisions of the said Subcontract, and the claims of any and all persons furnishing labor or materials in performance of the work under the said Subcontract have been paid in full with no obligation outstanding under the said Subcontract that could be made the basis of a claim or lien under the applicable state or local laws.

2. Assign, transfer, set over and release to LLNS all rights, title, and interest to any refunds, rebates, credits and other amounts arising out of the performance of the said Subcontract, and due to LLNS under the said Subcontract, together with all rights of action accrued or which may hereafter accrue thereunder.

3. Remise, release and discharge LLNS and the United States Government, and their officers, agents, and employees, of and from all liabilities, obligations, claims, and demands under or arising from the said Subcontract unless otherwise provided in the payments provisions of the said Subcontract. If any lien or other claim remains unsatisfied after all payments are made, the Subcontractor shall refund to LLNS all monies it may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys’ fees.

4. Subcontractor understands and expressly agrees that this release and discharge extends to all of its claims against LLNS and the United States Government, and their officers, agents, and employees, regardless of nature or kind, whether known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to the Subcontract, and that any and all rights granted under any state or federal law or regulation limiting the effect of this release and discharge, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.  Section 1542 of the California Civil Code reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of LLNS from claims arising from and attributable to the Subcontract, Subcontractor expressly acknowledges that this release and discharge is intended to include in its effect, without limitation, all claims which Subcontractor does not know or suspect to exist in its favor at the time of execution hereof, and that this release and discharge contemplates the extinguishment of any such claim or claims.

[IN WITNESS WHEREOF,] this Assignment and Release is executed this       day of      , 20     .

[NOTE: A witness is not required for corporations; however, the below Corporate Certificate must be completed.]

|  |  |  |
| --- | --- | --- |
| **WITNESS** |  | **SUBCONTRACTOR** |
| SIGNATURE: |  |  | COMPANY NAME: |       |
| ADDRESS: |       |  | SIGNATURE: |  |
| CITY/STATE/ZIP: |       |  | TITLE: |       |

# The following Corporate Certificate is for completion by corporations only.

# CORPORATE CERTIFICATE

|  |  |
| --- | --- |
| I,       , certify I am the       (OFFICIAL TITLE) of the corporation named Subcontractor in the foregoing Assignment and Release,       who signed the said Assignment and Release on behalf of the Subcontractor was the       (OFFICIAL TITLE) of the said corporation, the said Assignment and 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.**CORPORATE SEAL** |  |
|  | **CERTIFIER SIGNATURE** |