



The University of New Mexico  
Contract & Grant Accounting  
MSC01 1245, 1 University of New Mexico  
Albuquerque, NM 87131-0001  
(505) 277-4721 ~ indexcga@unm.edu

**Subaward Number:**

***Subcontractor's Release***

Pursuant to the terms of the above referenced Subaward Number and in consideration of the sum of \$

which has been or is to be paid under the said subaward to:

(hereinafter called the Subcontractor) or its assignee, if any, the Subcontractor upon payment of such sum by the University of New Mexico (hereinafter called the University), does remise, release and discharge the University, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

***Subcontractor's Assignment of Refunds, Rebates and Credits***

Pursuant to the terms of the above Agreement Number and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Subcontractor does hereby:

1. Assign, transfer, set over and release to the University, all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the 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 promptly forward to the University financial officer checks (made payable to the University of New Mexico) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the University financial officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the University under the terms hereof.
3. Agree to cooperate fully with the University 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 University to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

WHEREOF, this assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by an authorized official of the above referenced Subcontractor.

Signature

Title

Date