

APPLICATION FOR PARTIAL PAYMENT

OMB Control Number: 9000-0012
Expiration Date: 4/30/2023

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0012. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

For use by Prime Contractor or Subcontractor under contracts terminated for the convenience of the Government

THIS APPLICATION APPLIES TO <i>(Check one)</i> <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER SUBCONTRACT OR PURCHASE ORDER NUMBER(S)	APPLICANT STREET ADDRESS CITY AND STATE <i>(Include ZIP Code)</i> NAME OF GOVERNMENT AGENCY	
CONTRACTOR WHO SENT NOTICE OF TERMINATION		
NAME ADDRESS <i>(Include ZIP Code)</i>	GOVERNMENT PRIME CONTRACT NUMBER CONTRACTOR'S REFERENCE NUMBER	
IF CONTRACTOR HAS GUARANTEED LOANS OR HAS ASSIGNED MONEYS DUE UNDER THE CONTRACT, GIVE THE FOLLOWING:		
NAME AND ADDRESS OF FINANCING INSTITUTION <i>(Include ZIP Code)</i> NAME AND ADDRESS OF GUARANTOR <i>(Include ZIP Code)</i> NAME AND ADDRESS OF ASSIGNEE <i>(Include ZIP Code)</i>	EFFECTIVE DATE OF TERMINATION AMOUNT REQUESTED \$	DATE OF THIS APPLICATION APPLICATION NUMBER UNDER THIS TERMINATION

SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION

PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER (a)	QUANTITY	FINISHED		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER (g)
		PREVIOUSLY SHIPPED AND INVOICED (b)	ON HAND PAYMENT TO BE RECEIVED THROUGH INVOICING (c)	INCLUDED IN THIS APPLICATION (d)	TO BE COMPLETED (e)	
	\$					
	\$					
	\$					

SECTION II - APPLICANT'S OWN TERMINATION CHARGES
(Exclusive of its Subcontractors' Charges)

SETTLEMENT
 ATTACHED
 PREVIOUSLY SUBMITTED

NUMBER	ITEM	CHARGES AS LISTED IN SETTLEMENT PROPOSAL
1.	ACCEPTABLE FURNISHED PRODUCT <i>(at contract price)</i>	\$
2.	WORK-IN-PROCESS	
3.	RAW MATERIALS, PURCHASED PARTS, AND SUPPLIES	
4.	GENERAL AND ADMINISTRATIVE EXPENSES	
5.	TOTAL (Sum of lines 1, 2, 3, and 4)	\$
6.	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT	
7.	OTHER COSTS	
8.	SETTLEMENT EXPENSES	
9.	TOTAL (Sum of lines 5, 6, 7, and 8)	\$
10.	SUBCONTRACTOR SETTLEMENTS APPROVED BY CONTRACTING OFFICER OR SETTLED UNDER A DELEGATION OF AUTHORITY AND PAID BY APPLICANT	\$
11.	AMOUNT RECEIVED	
(a)	UNLIQUIDATED PARTIAL, PROGRESS, AND ADVANCE PAYMENTS RECEIVED	\$
(b)	DISPOSAL AND OTHER CREDITS	
(c)	TOTAL (Sum of lines a and b)	
(d)	AMOUNT OF PARTIAL PAYMENT REQUESTED	
(e)	TOTAL (Sum of lines c and d)	\$

SECTION III - AGREEMENT OF APPLICANT

IN CONSIDERATION OF PARTIAL PAYMENT THAT MAY BE MADE, THE APPLICANT AGREES AS FOLLOWS:

(a) Repayment of Excess. If any partial payment made to the Contractor is in excess of the amount finally determined to be due on its termination settlement proposal or claim, the Contractor shall repay the excess to the Government upon demand together with interest at the rate established by the Secretary of the Treasury under 50 U.S.C. (app.) 1215(b)(2). Interest shall be computed for the period from the date of the excess payment to the date the excess is repaid. Interest shall not be charged however, for any (1) excess payment due to a reduction in the Contractor's proposal or claim because of retention or other disposition of termination inventory, until 10 days after the date of the retention or disposition, or any later date determined by the Contracting Officer because of the circumstances, or for (2) overpayment under cost-reimbursement research and development contracts (without profit or fee to the Contractor) if the overpayments are repaid to the Government within 30 days after demand.

(b) Prompt Settlement of Proposal. The applicant will make every effort to expedite final settlement of the termination settlement proposal and any proposals of its subcontractors.

(c) Disposal and Retention of Inventory. The applicant shall, within 10 days, notify the Contracting Officer whenever the proceeds received from the disposal of termination inventory, when added to the cost or agreed value of inventory retained by the applicant, exceeds the amount of its charges (Section II, Line 9) and the amount of such credits has not been included on Section II, Line b (Disposal and Other Credits).

SECTION IV - CERTIFICATE OF APPLICANT

I certify that the amount of charges (**exclusive of subcontractors' charges**) due as of the date of this application and allocable to the terminated portion of contract

number _____ dated _____
 with _____, is not less than \$ _____; that, to the best of my knowledge,
 (From Section II, Line 9)

the amounts received are set forth above; and that I have not assigned any moneys payable under this contract, except as set forth above.

NAME OF APPLICANT	BY (<i>Signature of authorized official</i>)	
	TITLE	DATE

SECTION V - RECOMMENDATION OF FIRST REVIEWING CONTRACTOR

The undersigned states that it has examined this application and has considered the applicant's general reputation. It has no reason to doubt the accuracy of the information contained in this application or that amount certified by the applicant as due will constitute a proper charge to be included in the undersigned's termination settlement proposal against _____

It recommends that the requested partial payment be made.

The undersigned agrees that it will promptly pay over to the applicant or credit against amounts owing from the applicant any amount received for the benefit of the applicant under this application, and that it will repay to the Government on demand any amount not so paid or credited.

NAME OF CONTRACTOR	BY (<i>Signature of authorized official</i>)	
	TITLE	DATE

SECTION VI - RECOMMENDATION OF OTHER REVIEWING CONTRACTORS

Each of the undersigned states that it has no reason to doubt that the amount of the partial payment requested, and recommended above is due the applicant will constitute a proper charge in the termination settlement proposal of the undersigned.

Each of the undersigned agrees that it will promptly pay over to its immediate subcontractor or credit against amounts owing from such subcontractor any amount received for the benefit of the applicant under this application, and that it will repay to the Government on demand any amount not so paid or credited.

	CONTRACTOR	DATE	IDENTIFICATION OF YOUR CONTRACT	SIGNATURE OF OFFICER, PARTNER, OR OWNER
1				
2				
3				

(Where the space provided for any information is insufficient, continue on a separate sheet.)