

# APPLICATION FOR PARTIAL PAYMENT

**OMB Control Number: 9000-0012**  
**Expiration Date: 01/31/2014**

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVCB), Office of Acquisition Policy, GSA, 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	
<b>CONTRACTOR WHO SENT NOTICE OF TERMINATION</b>		
NAME  ADDRESS <i>(Include ZIP Code)</i>	GOVERNMENT PRIME CONTRACT NUMBER  CONTRACTOR'S REFERENCE NUMBER	
<b>IF CONTRACTOR HAS GUARANTEED LOANS OR HAS ASSIGNED MONEYS DUE UNDER THE CONTRACT, GIVE THE FOLLOWING:</b>		
NAME AND ADDRESS OF FINANCING INSTITUTION <i>(Include ZIP Code)</i>  NAME AND ADDRESS OF GUARANTOR <i>(Include ZIP Code)</i>	EFFECTIVE DATE OF TERMINATION	DATE OF THIS APPLICATION
NAME AND ADDRESS OF ASSIGNEE <i>(Include ZIP Code)</i>	AMOUNT REQUESTED  \$	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 <small>(a)</small>	QUANTITY	FINISHED ON HAND		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER <small>(g)</small>
		PREVIOUSLY SHIPPED AND INVOICED <small>(b)</small>	PAYMENT TO BE RECEIVED THROUGH INVOICING <small>(c)</small>	INCLUDED IN THIS APPLICATION <small>(d)</small>	TO BE COMPLETED <small>(e)</small>	
	\$					
	QUANTITY					
	\$					
	QUANTITY					
	\$					
	QUANTITY					
	\$					

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

SETTLEMENT  
 ATTACHED  
 PREVIOUSLY SUBMITTED

NO.	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.	<b>TOTAL (Sum of lines 1, 2, 3, and 4)</b>	\$
6.	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT	
7.	OTHER COSTS	
8.	SETTLEMENT EXPENSES	
9.	<b>TOTAL (Sum of lines 5, 6, 7, and 8)</b>	\$
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)	<b>TOTAL (Sum of lines a and b)</b>	
(d)	AMOUNT OF PARTIAL PAYMENT REQUESTED	
(e)	<b>TOTAL (Sum of lines c and d)</b>	\$

**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.)*