**SETTLEMENT AGREEMENT**

**The Contract Dispute of \_\_\_\_\_\_\_\_\_\_\_**

**Under Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ODRA Docket No. \_\_\_-ODRA-\_\_\_\_\_**

This SETTLEMENT AGREEMENT is entered into this \_\_\_\_\_\_\_, 201\_ by and

**Between** \_\_\_\_\_\_\_\_\_\_\_\_. (hereinafter the "Contractor")

**And** the Transportation Security Administration (hereinafter the "FAA" or the "Agency"), for themselves, their officers, directors, executives, managers, employees, agents, attorneys, divisions, related and subsidiary entities, affiliates, successors and assigns (all of whom are collectively referred to as the "parties").

WHEREAS, the Agency awarded contract \_\_\_\_\_\_\_\_\_ (the “Contract”) to the Contractor; and…

WHEREAS, certain controversies have arisen with respect to the performance and payment under the Contract (hereinafter the "Controversies"); and

WHEREAS, the Contractor filed a Contract Dispute (“Contract Dispute”) with the FAA Office of Dispute Resolution for Acquisition ("ODRA") on \_\_\_\_\_\_, 20\_\_, regarding such Controversies, which has been docketed as ODRA Docket No. \_\_\_-ODRA-\_\_\_\_; and

WHEREAS, under an alternative dispute resolution agreement dated \_\_\_\_\_, 20\_\_ (the "ADR Agreement"), the parties conducted a mediation on \_\_\_\_\_\_\_\_, for the purpose of compromise discussions pertaining to the Contract Dispute; and,

WHEREAS, the parties reached an accord through ADR regarding the Controversies and the Contract Dispute, and now wish to commit the terms of their accord into this Settlement Agreement; and

WHEREAS, each party has been represented by counsel, has been apprised of its rights regarding the settlement, and enters into the settlement freely and voluntarily.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. NO ADMISSION OF LIABILITY. Neither this Settlement Agreement nor anything contained within it shall be admissible in any proceeding as evidence of liability or wrongdoing on the part of either party. However, this Settlement Agreement may be introduced in any proceeding instituted to enforce its terms.

2. PROMISE TO PAY. In full settlement of the Controversies, the FAA shall pay to the Contractor the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars (the “Settlement Amount”). Such Settlement Amount includes all monetary remedies of any kind relating to the Controversies, including but not limited to, equitable adjustments, interest, unpaid portions of amounts in prior invoices under the Contract, and other remedies requested in the Contract Dispute.

3. INVOICING and PAYMENT. In order to process payment of the Settlement Amount in a routine manner, the Contracting Officer will incorporate promptly the terms of this Settlement Agreement into a modification to the Contract. The contractor will then submit a proper invoice for payment of the Settlement Amount. Payment will be made pursuant to applicable regulations and the interest provisions of the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

4. SUSPENSION AND DISMISSAL. The Parties agree that within one business day they will jointly file with the ODRA a request to suspend any pending adjudication schedule. Upon receipt of the payment referenced in Paragraph 3 hereof, Contractor shall immediately file a motion with the ODRA seeking dismissal of ODRA Docket No. \_\_-ODRA-\_\_\_ with prejudice, by reason of the parties' settlement.

5. MUTUAL RELEASE OF ALL CLAIMS. In consideration for their faithful performance of the terms of this Settlement Agreement, the parties, for themselves, their successors, assigns, and (in the case of the Contractor) subcontractors (at any tier), do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which they have now or may have in the future against one another, based on any actions or events which occurred prior to the date of this Settlement Agreement, including without limitation the aforesaid Controversies and those arising out of or related to the aforesaid [Solicitation]/[Contract], any claims for delay, disruption and impact, any claims (including statutorily based claims) for attorneys' fees and costs incurred in connection with them, and any claims for interest, except as provided for in Paragraph 2 of this Settlement Agreement.

6. BINDING EFFECT. This Settlement Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

7. NON-ASSIGNMENT. A party's rights under this Settlement Agreement may not be assigned without the express written consent of the other party, which consent may be given only in accordance with applicable law and regulation.

8. ADDITIONAL DOCUMENTS. The parties agree to execute whatever modification(s) of the Contract, invoices, and any and all other additional documents as may be reasonably necessary to carry out the terms, conditions and obligations of this Settlement Agreement.

9. INTEGRATION. This Settlement Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Settlement Agreement constitutes the entire agreement between the parties concerning the aforesaid settlement and release of claims.

10. SEVERABILITY. If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

11. NEGOTIATED TRANSACTION. Each of the parties has participated in the drafting and negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

12. COUNTERPARTS. This Settlement Agreement may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

13. REPRESENTATION OF AUTHORITY. Each person signing this Settlement Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written above.

FEDERAL AVIATION [CONTRACTOR]

ADMINISTRATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name], Contracting Officer [Name and Title]

WITNESSES:

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]