

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (the "Agreement"), made this _____ day of _____, 20__ by and between, ("**Contractor/Assignor**"), and _____ ("**Assignee**"),

WHEREAS, Contractor/Assignor entered into a contract with the State of Maryland, acting by and through the Maryland <<ISSUINGAGENCYNAME>> ("<<ISSUINGAGENCYACRONYM>>" or the "<<typeofAgency>>") (the "State") dated _____ for _____ Contract No. _____ (the "Contract"); and

WHEREAS, Contractor/Assignor wishes to assign the Contract to Assignee; and

WHEREAS, Contractor/Assignor and Assignee have asked the State to consent to the assignment as provided in COMAR 21.05.02.24B; and

WHEREAS, to accomplish the assignment and to obtain the State's consent, the parties have entered into this Agreement;

NOW, THEREFORE WITNESSETH, that for and in consideration of the premises and the mutual promises herein contained, and in further consideration of the State's consent to the assignment on the terms stated herein, the parties promise and agree as follows:

1. Contractor/Assignor waives and releases all rights and claims against the State under or arising out of the Contract.
2. Contractor/Assignor transfers and assigns to Assignee all right, title and interest of Contractor in and to the Contract, absolutely, provided that payment of requisitions or invoices submitted after the date of this Agreement shall be made to Assignee.
3. Assignee assumes all of the obligations of Contractor/Assignor under the Contract, which may be enforced by the State directly against Assignee as of the date of this Agreement.
4. Nothing in this Agreement releases or excuses Contractor/Assignor from any responsibility or liability under the Contract.
5. The individuals executing this Agreement on behalf of Contractor and Assignee warrant that they have full authority to execute this Agreement and to bind their respective principals hereto.
6. No other terms or conditions of the Contract are changed by this Agreement, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized officers the day and year first written above.

WITNESS/ATTEST:

Signature

Assignee: (Type Contractor Name)

By: _____(SEAL)
(Type Office or Title)

WITNESS/ATTEST:

Signature

Contractor/Assignor: (Type Contractor Name)

By: _____(SEAL)
(Type Office or Title)

CONSENT OF STATE OF MARYLAND

The State of Maryland, <<ISSUINGAGENCYNAME>>, consents to the above assignment.

STATE OF MARYLAND
<<ISSUINGAGENCYNAME>>

Date

By: _____
Procurement Officer

Approved as to legal form and Sufficiency
this ____ day of _____, 20 ____

Name: _____
State Assistant Attorney General

SUCCESSOR IN INTEREST ASSIGNMENT AND NOVATION AGREEMENT

THIS SUCCESSOR IN INTEREST ASSIGNMENT AND NOVATION AGREEMENT (the "Agreement"), made this day of _____, 20____, by and between _____ ("Transferor"), and _____, Inc. ("Transferee"),

WHEREAS, Transferor entered into a contract with the State of Maryland, acting by and through the Maryland <<ISSUINGAGENCYNAME>> ("<<ISSUINGAGENCYACRONYM>>") or the "<<typeofAgency>>") (the "State") dated _____ for _____ and _____, Solicitation No. _____ (the "Contract"); and

WHEREAS, pursuant to a merger agreement, as evidenced by a Certificate of Merger dated _____ wherein Transferor is now owned and has been merged into Transferee (attached hereto as Attachment A); and

WHEREAS, Transferor wishes to assign the Contract to Transferee; and

WHEREAS, Transferor and Transferee have asked the State to consent to the assignment as provided in COMAR 21.05.02.24B; and

WHEREAS, to accomplish the assignment and to obtain the State's consent, the parties have entered into this Agreement.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the mutual promises herein contained, and in further consideration of the State's consent to the assignment on the terms stated herein, the parties promise and agree as follows:

1. Except for claims for payment for services within one year from the date of this Agreement, Transferor waives and releases all rights and claims against the State under or arising out of the Contract.
2. Transferor transfers and assigns to Transferee all right, title and interest of Transferor in and to the Contract, absolutely, provided that payment of requisitions or invoices submitted before the date of this Agreement shall be made to Transferor and payment of requisitions or invoices submitted after the date of this Agreement shall be made to Transferee.
3. Transferee assumes all of the obligations of Transferor under the Contract, which may be enforced by the State directly against Transferee as of the date of this Agreement.
4. Nothing in this Agreement releases or excuses the Transferor from any responsibility or liability under the Contract.
5. The individuals executing this Agreement on behalf of Transferor and Transferee warrant that they have full authority to execute this Agreement and to bind their respective principals hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized officers the day and year first written above.

ATTEST: _____ **Transferee:**

(Signature and company title)

(Signature and company title and title
of person signing)

ATTEST: _____ **Transferor:** _____

(Signature and company title)

(Signature and company title and title
of person signing)

CONSENT OF STATE OF MARYLAND

The State of Maryland, <<ISSUINGAGENCYNAME>>, consents to the above assignment.

STATE OF MARYLAND
<<ISSUINGAGENCYNAME>>

Date

By: _____
Procurement Officer

Approved as to legal form and Sufficiency
this ____ day of _____, 20__

Name: _____
Assistant Attorney General

NAME CHANGE AGREEMENT

THIS NAME CHANGE AGREEMENT (the "Agreement"), is made this ____ day of _____, 20__, by the State of Maryland (through the _____) and _____ ("Contractor"), hereinafter collectively referred to as the "Parties".

WHEREAS, Contractor entered into a contract with the State of Maryland, acting by and through the Maryland <<ISSUINGAGENCYNAME>> ("<<ISSUINGAGENCYACRONYM>>" or the "<<typeofAgency>>") (the "State") dated _____, for _____, Contract No. _____ (the "Contract"); and

WHEREAS, when the Contract was executed, the legal name of Contractor was "OLD COMPANY NAME";

WHEREAS, on DATE, Contractor filed an amendment with the _____ and officially changed its name to "NEW COMPANY NAME"; and

WHEREAS, the Parties wish to agree to the name change from OLD COMPANY NAME to NEW COMPANY NAME in accordance with COMAR 21.05.02.24 by executing this Agreement;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the mutual promises herein contained, and in further consideration of the Parties' agreement on the terms stated herein, the parties promise and agree as follows:

1. Contractor hereby officially notifies the State that the name of Contractor is NEW COMPANY NAME and has attached an official notification accepting the Name Change from the appropriate governmental body.
2. Contractor represents and warrants that Contractor has not assigned the Contract and Contractor is liable for all of the obligations of Contractor under the Contract, which may be enforced by the State directly against Contractor.
3. Nothing in this Notice releases or excuses Contractor from any responsibility or liability under the Contract.
4. The State recognizes the official name change.
5. No other terms and conditions of the Contract are changed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly authorized officers the day and year first written above.

ATTEST: NEW COMPANY NAME

Secretary

By: _____
President

Date

STATE OF MARYLAND
<<ISSUINGAGENCYNAME>>
By: _____
Procurement Officer

Approved as to legal form and Sufficiency this ____ day of _____, 20__

Name: _____ Assistant Attorney General