

This Document constitutes the formal agreement executed by the Minister (assignor), the Prime Contractor (Assignee) and the Nominated Subcontractor to effect the assignment and novation of an Assignable Contract.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Master Document Text

Include this document in:

- .1 Construction contracts which will be **assigned** to another contractor. Refer to AIT/MS Section 01116 - Contract Assignment.
- .2 Procurement Contracts which will be **assigned** to another contractor (eg. for installation of the Goods). Refer to AIT/PMS Section 01117 - Contract Assignment.
- .3 Prime contracts which will provide for the assignment to and the assumption by the Prime Contractor of assignable contracts. Refer to AIT/MS Section 01118 - Assignable Contracts.

Refer to the following Specifications and Standards Section files for further information on assignment:

- .1 UD 00050 - Pretendering of Subcontracts
- .2 D 00700-5 - General Conditions of Contract (Assignment)
- .3 UD 01015 - Transferable Subcontracts

This Agreement made thisday of,

....., **by and among:**

Her Majesty the Queen in the right of Alberta, as represented by the Minister of Alberta Infrastructure and Transportation, as assignor (hereinafter called the "Minister")

- and -

.....
name of Prime Contractor

(hereinafter called the "Assignee").

- and -

.....
name of Nominated Subcontractor

(hereinafter called the "Nominated Subcontractor")

WHEREAS:

1. The Minister entered into a contract dated,, with the Nominated Subcontractor for performance of the Work or supply of the Goods and if applicable, rendering of Services, required by the Contract Documents for:

.....
title of the Contract

.....

.....

(hereinafter called "the Assignable Contract"),
which contract is intended to be assigned by the Minister.

2. The Minister entered into a contract dated,, with the Assignee for performance of the Work required by the Contract Documents for:

.....
title of the Contract
.....
.....

(hereinafter called "the Prime Contract").

3. The Assignable Contract permits the Minister to assign it and requires the Nominated Subcontractor to execute this Agreement in relation to that assignment.
4. The Prime Contract requires the Assignee to accept the assignment of the Assignable Contract and to execute this Agreement in relation to that assignment.

THE PARTIES AGREE AS FOLLOWS:

1. The effective date of this Agreement is the day of
2. The Minister hereby assigns to the Assignee, all his right, title and interest in and to the Assignable Contract and all liabilities, duties and obligations of the Minister arising out of or related to the Assignable Contract, including any unsatisfied or unperformed liabilities, duties and obligations of the Minister that have so arisen or been incurred prior to the effective date hereof.
3. The Assignee hereby accepts the foregoing assignment of the Assignable Contract and of the liabilities, duties and obligations assigned to it under clause 2 hereof.

4. The Assignee covenants with the Minister and as a separate covenant with the Nominated Subcontractor, to fulfill, satisfy and perform, as required by the Assignable Contract, the Minister's obligations thereunder, including the liabilities, duties and obligations assigned to it under clause 2 hereof, to the same extent as if the Assignee had been an original party to the Assignable Contract.
5. The Assignee shall indemnify and save harmless the Minister against all claims, demands, actions, suits, proceedings, damages, costs, expenses, duties obligations and liability of every nature and kind arising out of or related to the Assignable Contract or the performance or non-performance thereof, including any of such claims, demands, actions, suits, proceedings, damages, costs, expenses, duties, obligations and liability that have so arisen or been incurred prior to the effective date hereof.
6. The Nominated Subcontractor hereby consents to the foregoing assignment by the Minister and the Assignee's acceptance thereof, and agrees to look solely to the Assignee for the proper fulfillment, satisfaction and performance of the Minister's obligations thereunder, including any unsatisfied or unperformed liabilities, duties and obligations of the Minister that have arisen or been incurred under it or in relation thereto prior to the effective date hereof.
7. The Nominated Subcontractor covenants with the Assignee to fulfill, satisfy and perform, as required by the Assignable Contract, the Nominated Subcontractor's obligations thereunder.
8. The Nominated Subcontractor hereby releases the Minister from all liabilities, duties and obligations under the Assignable Contract including such of the same as may have arisen or been incurred under it or in relation thereto prior to the effective date hereof and such of the same as may arise thereafter.
9. The parties agree that the assignment, acceptance and release provided for herein shall constitute a novation wherein the Assignee is, in all respects in relation to the Assignable Contract and any unsatisfied or unperformed liabilities, duties and obligations of the Minister that may have arisen or been incurred under it or in relation thereto prior to the effective date hereof, substituted for the Minister.
10. The unpaid balance of the contract price for the Assignable Contract, as of the effective date hereof,
is
11. The contract time for the Assignable Contract, including authorized adjustments as of the effective date
hereof, is,

In witness whereof the parties hereto have executed this Agreement under their respective seals and by the hands of their proper officers thereunto duly authorized.

ASSIGNEE

.....
name of Prime Contractor

.....
signature of authorized signing officer

.....
name and title of officer

.....
corporate seal

NOMINATED SUBCONTRACTOR

.....
name of Nominated Subcontractor

.....
signature of authorized signing officer

.....
name and title of officer

.....
corporate seal

**MINISTER OR MINISTER'S AUTHORIZED
REPRESENTATIVE**

.....
signature

.....
name and title

.....
provincial seal