



State of Minnesota Assignment Agreement

SWIFT Contract No.: _____

This Assignment Agreement is between the State of Minnesota, acting through its _____ (“State”), _____ (“Original Contract Vendor”) and _____ (“Assigned Contract Vendor”). State, Original Contract Vendor and Assigned Contract Vendor may be referred to jointly as “Parties.”

Recitals

1. **WHEREAS**, the State has an agreement with the Original Contract Vendor, SWIFT Contract No. _____ effective _____ through _____ (“Contract”), to provide _____.
2. **WHEREAS**, the assignment provision of the Contract provides assignment of the Contract only upon written consent of the State.

Accordingly, the Parties agree as follows:

Agreement

1. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.
2. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendor all its interests, rights, responsibilities, duties and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contract Vendor and the Assigned Contract Vendor agree to all provisions set forth in this Assignment Agreement.
3. The Original Contract Vendor and the Assigned Contract Vendor jointly and severally represent and warrant to the State that:
 - 3.1 the Original Contract Vendor and the Assigned Contract Vendor is not in default of any of its obligations under the Contract, and
 - 3.2 the Original Contract Vendor has assigned to the Assigned Contract Vendor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendor; and
 - 3.3 the Assigned Contract Vendor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

4. The Assigned Contract Vendor accepts assignment of all the provisions of the Contract.
5. Any and all amounts due to the Original Contract Vendor by the State for goods and/or services provided by the Original Contract Vendor prior to _____, under the Contract will be paid to the Original Contract Vendor by the State. Any and all amounts due under the Contract on or after _____, will be paid to the Assigned Contract Vendor by the State.
6. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contract Vendor will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. Original Contract Vendor

The Original Contract Vendor certifies that the appropriate person has executed this document on behalf of the Original Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Assigned Contract Vendor

The Assigned Contract Vendor certifies that the appropriate person has executed this document on behalf of the Assigned Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____