(Insert Company Letterhead)

(State Purchasing Officer Information)

Re: Assignment of Contract from (the “Assignor”) to (the “Assignee”)

Contract #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We are writing to advise you that for good and valuable consideration, the Assignor requests assignment of the above referenced contract (the “Contract”) to the Assignee. The Assignee has accepted the assignment of Contract. We are requesting that you approve the assignment agreement (the “Assignment”) and in consideration of the request, represent and certify as follows:

1. The Assignor and Assignee have entered into a legal and valid Assignment whereby: (a) the Assignor has assigned all rights, interest and title in the contract to the Assignee; and (b) the Assignee has accepted the Assignment, including all rights, interest and title in the contract and has agreed to perform all of the duties and obligations of the contract to the same extent as if the Assignee had been an original party thereto, in accordance with the terms and conditions thereof.
2. A copy of the Assignment, UCC filing or other documentation evidencing agreement between Assignor and Assignee is attached.
3. The effective date of the Assignment is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”). All payments required by the contract arising on and after the Effective Date, or the date the Assignment is approved by you, whichever is later, should be made to the Assignee.
4. The Assignor and Assignee will each indemnify and hold the State of Illinois, and its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, resulting from the Assignment.
5. The Assignee is not prohibited by law from doing business with the State of Illinois.

ASSIGNOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ASSIGNEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This acknowledgment shall not be construed as a waiver of any defense against the Assignor which the University may assert against the Assignee. Furthermore, any waiver of University defenses as to the Assignor or Assignee, whether signed prior to or after this acknowledgment, shall be considered null and void.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**University Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**University Representative/Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**State Purchasing Officer**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

Attachments