

NOVATION AGREEMENT

The (insert Contractor's name) (Transferor), a corporation duly organized and existing under the laws of (insert state) with its principal office in (insert city); and (insert new contractor's name) (Transferee), a corporation duly organized and existing under the laws of (insert state) with its principal office in (insert city); and State of Montana, (insert agency name) (State), enter into this Agreement as of (insert date).

THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The State has entered into certain contracts with the Transferor, namely: (insert contract or purchase order identifications, or delete "namely" and insert "as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference"). The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the State and the Transferor on or before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the State or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) As of (insert the date transfer became effective), the Transferor has transferred to the Transferee all rights and obligations of the Transferor to the contracts listed above by virtue of a (insert term descriptive of the legal transaction involved) between the Transferor and the Transferee.

(3) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(4) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(5) It is consistent with the State's interest to recognize the Transferee as the successor party to the contracts.

IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

(1) The Transferor confirms the transfer to the Transferee and waives any claims and rights against the State that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The State recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the State against the Transferor.

(6) All payments and reimbursements previously made by the State to the Transferor, and all other previous actions taken by the State under the contracts, shall be considered to have discharged those parts of the State's obligations under the contracts. All payments and reimbursements made by the State after the date of

this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the State's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the State is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the State in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

STATE OF MONTANA

Agency

Address

City, State, Zip

BY: _____
(Name, Title)

DATE: _____

TRANSFEROR

Address

City, State, Zip

FEDERAL ID # _____

BY: _____
(Name, Title)

DATE: _____

TRANSFEEE

Address

City, State, Zip

FEDERAL ID # _____

BY: _____
(Name, Title)

DATE: _____

**CONTRACT AMENDMENT NO.
CONTRACT FOR
CONTRACT #**

This CONTRACT AMENDMENT, effective **(insert date)**, is to amend the above-referenced contract between the State of Montana, (STATE), whose address is _____, and (CONTRACTOR), whose address is _____, telephone number _____. This Contract is amended for the following purpose(s):

As of **(insert date)**, **(insert Contractor's name)** (Transferor) transferred to the Contractor all rights and obligations of this contract.

The Contractor has assumed all obligations and liabilities of the Transferor under the contract by virtue of the above transfer. The Contractor shall fully perform all obligations under the contract.

Evidence of the above transfer has been received by the State in the form of a Novation Agreement dated **(insert date)**, signed by duly appointed officers of the Transferor and Contractor, signed by the State, and filed with the State Procurement Bureau.

Following the effective date of this Amendment, the term "Contractor," as used in this contract, shall refer to the Transferee.

Except as modified by this and any prior amendments, the terms and conditions of the contract remain unchanged. Each party has executed this Amendment as of the day and year written below.

STATE OF MONTANA

Agency Name
Address
City, State, Zip

CONTRACTOR'S NAME

Address
City, State, Zip
FEDERAL ID#:

BY: _____
(NAME/TITLE)

BY: _____
(NAME/TITLE)

(SIGNATURE)

(SIGNATURE)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel Date

Approved as to Form:

Procurement Officer Date
State Procurement Bureau