

GENERAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, a corporation organized and existing under the laws of the State of _____, with its principal place of business at _____, _____ has been engaged in performing work under Award Number DE-_____ with the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES DEPARTMENT OF ENERGY (hereinafter called the "Department"), work under said award having been completed and finally accepted, and in consideration of the terms of said award and final payment thereunder the Awardee does hereby presently assign and transfer to the Government, to the extent not heretofore assigned or transferred to the Government, (a) any and all subcontracts, purchase orders, and other agreements entered into in the performance of the award and all of the rights and interests it may have thereunder, except those listed in Schedule "A" attached hereto, including with out limitation transfer of the administration of such subcontracts, purchase orders, and other agreements; and (b) all of its rights to and interests in any refunds, rebates, allowances, accounts receivable, or other credits applicable to or in connection with any expenditures which were allowable costs under the said award, except as specifically set forth in schedule "B," attached hereto and hereby expressly made a part hereof.

The Awardee does hereby presently assign and transfer to the Government all rights and interests of the Awardee in any refunds, rebates, or other credits, applicable to or against any expenditures which were allowable costs under the above-numbered award which are not presently known but which may materialize at a later date. The Government does hereby release the Awardee from all liability and responsibility for the collection of any of said refunds, rebates, allowances, accounts receivable, or other credit herein assigned, and for the enforcement of any rights, or the defense of any claims or litigation with respect thereto, except as herein provided.

The Awardee agrees to furnish at the expense of the Government, after prior approval from the Contracting Officer, any and all assistance which may be required of it in connection with the enforcement of the rights or interests herein assigned or the settlement or defense of claims or litigation arising out of the subcontracts, purchase orders, or other agreements herein or heretofore assigned or transferred, such assistance to include furnishing any and all pertinent records, correspondence, documents, and other papers in its possession, and the assistance of employees possessing knowledge of the facts for conference and for attendance in court as witnesses in connection with the enforcement of said rights or the settlement or defense of said claims or litigation.

Executed this ____ day of _____, 20__.

AWARDEE

BY

OFFICIAL TITLE

TWO WITNESSES ARE REQUIRED:

SIGNATURE

SIGNATURE

ADDRESS

ADDRESS

DATE

DATE

If the Awardee is a Corporation, the following Corporate Certificate will be executed. The above two witnesses are not required.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation executing the foregoing assignment; that _____, who signed the said document on behalf of the assignor, was then _____ (Officer) of said Corporation; that I know his/her signature, and certify his/her signature thereto is genuine; and that said assignment was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

AWARDEE

SCHEDULE "A" (If no exceptions, indicate "None")

SCHEDULE "B" If no items of nature specified for this schedule, indicate "none".