**ASSIGNMENT AGREEMENT**

 **FOR VALUE RECEIVED**, **ASSIGNOR’S LEGAL NAME**, acorporation / limited liability company formed / registered and in good standing in the State of Maryland, located at ADDRESS (“Assignor”), hereby assigns to **ASSIGNEE’S LEGAL NAME**, a corporation / limited liability company formed / registered and in good standing in the State of Maryland, located at ADDRESS (“Assignee”) (together, the “Parties”), all of its rights, title, obligations, conditions and interests in the following agreement by and between the Assignor and the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland: **SPECIFY AGREEMENT BEING ASSIGNED** dated **PROVIDE AWARD DATE** (the “Agreement”), a copy of which is incorporated herein by reference, as if actually appended hereto. Assignee hereby assigns to the City any and all causes of action arising at any time before the date of this Assignment Agreement, now and in the future that it may have against any party under all state and federal antitrust laws for the products or services that are the subject of the Agreement, or as to any products or services that are otherwise related to the products or services that are the subject of the Agreement. The Parties agree that this Assignment Agreement does not impair or in any way affect the assignment of claims to the City by the Assignor under the Agreement. The Parties also agree that nothing in this Assignment Agreement releases, discharges, or in any way affects any claims the Mayor and City Council of Baltimore has or may have, now or in the future, against either of the Parties.

 **IN WITNESS WHEREOF**, the Assignor has hereunto executed this Assignment Agreement this day of , 20\_\_\_.

**WITNESS ASSIGNOR’S LEGAL NAME**

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Assignee hereby accepts assignment of the Agreement, subject to all of Assignor’s rights, titles, obligations, conditions and interests therein, and Assignee agrees to perform all the obligations of Assignor under the Agreement.

 **IN WITNESS WHEREOF,** the Assignee has hereunto executed this Assignment Agreement this day of , 20\_\_\_.

**WITNESS ASSIGNEE’S LEGAL NAME**

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 Name: \_\_\_\_\_\_

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

 The Mayor and City Council of Baltimore hereby consents to this Assignment Agreement as of the date it is approved by the Board of Estimates and as to payments not yet rendered by the City under the Agreement.

**ATTEST MAYOR AND CITY COUNCIL**

 **OF BALTIMORE**

 By:

Custodian of the City Seal Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPROVED AS TO FORM APPROVED BY THE BOARD OF**

**AND LEGAL SUFFICIENCY ESTIMATES**

Chief Solicitor Clerk Date

Page 2 of 2: Assignment Agreement by and among PROVIDE NAME OF ASSIGNOR, PROVIDE NAME OF ASSIGNEE, and the Mayor and City Council of Baltimore.