

NOVATION AGREEMENT

About This Novation Template

The use of a Novation agreement is prescribed in Federal Acquisition Regulation (FAR), Subpart 42.12 – Novation and Change-of-Name Agreements. The basis of this template is derived from FAR Subpart 42.1204 - Applicability of Novation Agreements which provides official policy and guidance on novation agreements and the appropriate use of novation agreements.

The language in this Novation template is copied directly from FAR Subpart 42.1204(i) with the following instructions for use:

- (i) The responsible contracting officer shall use the following format for agreements when the transferor and transferee are corporations and all the transferor's assets are transferred. This format may be adapted to fit specific cases and may be used as a guide in preparing similar agreements for other situations.

Therefore, this template is provided as a convenience and can be used as a starting point for drafting novation agreements. This template may require slight modification to meet your specific needs.

Please reference the entirety of [FAR42.12](#) for complete guidance on novation agreements.

Novation Template Instructions

Element	Description
1	Enter the Corporation name of the Transferor.
2 & 3	Enter the City and State.
4	Enter the Corporation name of the Transferee.
5	Enter the former name(s) of the Transferee.
6 & 7	Enter State and City.
8	Enter the date transfer of assets became effective under applicable State law.
9	Enter name(s) of agency(ies).
10	Enter the Contract or purchase order identifications OR insert “as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference”.
11 & 12	Enter day, month and year of the date assets were transferred.
13	Enter term, descriptive of the legal transaction involved.
14 & 15	Enter day, month and year.
16	Enter State.
17	Enter Former Name of Transferee.
18	Enter Corporation Name of Transferee.
19 & 20	Enter Day, Month and Year
21	ACO or CO Signature.
22	Enter Title of ACO or CO Signing for Agency.
23	Enter Printed Name of ACO or CO
24	Enter Email Address.
25	Enter Phone Number.
26	Enter Transferor Company Name
27	Enter ACO or CO Signature.
28	Enter Title of ACO or CO Signing for Agency.
29	Enter Printed Name of ACO or CO.
30	Enter Email Address.
31	Enter Phone Number
32	Enter Transferee Company Name.
33	ACO or CO Signature.
34	Enter Title of ACO or CO Signing for Agency.
35	Enter Printed Name of ACO or CO.

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Element	Description
36	Enter Email Address.
37	Enter Phone Number
38	Enter Secretary Name of Transferor company.
39	Enter Transferor company name.
40	Enter Name of company official who signed agreement.
41	Enter Title of Transferor Company Official.
42 & 43	Enter the Month, day and year.
44	Signature of Transferor company certifier.
45	Enter Secretary Name of Transferee company.
46	Enter Transferee company name.
47	Enter Name of company official who signed agreement.
48	Enter Title of Transferee Company Official.
49	Enter the Month, day and year.
50	Signature of Transferee company certifier.

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Note: All form fields are required.

Novation Agreement

The _____ (Transferor), a corporation duly organized and existing under the laws of _____ with its principal office in _____; the _____ (Transferee), " _____ " a corporation duly organized and existing under the laws of _____ with its principal office in _____; and the United States of America (Government) enter into this Agreement as of _____.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the _____, has entered into certain contracts with the Transferor, namely: _____. 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 Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of _____, 20____, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a _____ between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

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

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts. It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(6) Evidence of the above transfer has been filed with the Government. [When a change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) of this Agreement)].

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(7) A certificate dated _____, 20____, signed by the Secretary of State of _____ to the effect that the corporate name of _____ was changed to _____ on _____, 20____, has been filed with the Government.

(b) 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 Government 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 Government 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. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

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

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government 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 Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government 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 Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

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(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.

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United States of America,

By

Title

Printed Name

Email Address

Phone Number

[Corporate Seal]

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Novation Agreement

TRANSFEROR _____

By _____

Title _____

Printed Name _____

Email Address _____

Phone Number _____

[Corporate Seal]

TRANSFereeE _____

By _____

Title _____

Printed Name _____

Email Address _____

Phone Number _____

[Corporate Seal]

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Certificate

I, _____, certify that I am the Secretary of _____
(e.g. ABC Corporation); that _____, who signed this Agreement for this
corporation, was then _____ of this corporation; and that this Agreement was duly
signed for and on behalf of this corporation by authority of its governing body and within the scope
of its corporate powers. Witness my hand and the seal of this corporation this day of _____
20_____.

By _____

[Corporate Seal]

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Certificate

I, _____, certify that I am the Secretary of _____,
_____ that, who signed this Agreement for this corporation, was then
_____ of this corporation; and that this Agreement was duly signed
for and on behalf of this corporation by authority of its governing body and within the scope of its
corporate powers. Witness my hand and the seal of this corporation this day of ____, 20____.

By _____

[Corporate Seal]

NOVATION AGREEMENT

Submission Instructions:

Email your completed form to CAGENAMEChangeRequest@dla.mil

OR

Mail to this address:

DLA CAGE Branch
74 Washington Avenue
Battle Creek, MI
49037

Questions?

Telephone Number: 877-352-2255