

**CONTRACTOR'S ASSIGNMENT OF REFUNDS,
REBATES, CREDITS, AND OTHER AMOUNTS**

OMB Control No. 1600-0002

Expiration Date: 02/28/2011

PRA Burden Statement: This collection of information is mandatory and will be used to fulfill the requirements of the Homeland Security Acquisition Regulation (HSAR). Public reporting burden is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of the Chief Procurement Officer, Acquisitions Policy and Legislation, Department of Homeland Security, Washington, DC 20528. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 1600-0002 and it expires 02/28/2011.

Pursuant to the terms of Contract No. _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, _____ (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over the release to the UNITED STATES OF AMERICA (hereinafter called the Government), all rights, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the UNITED STATES TREASURER checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection with; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, _____.

BY:

(Contractor)

By signature hereon, I _____, declare that I am the _____ of the corporation named as Contractor in the foregoing assignment; that _____ (Official Title)

_____ signed said assignment on behalf of the Contractor was then _____ of said corporation by authority of its governing body and is within the scope of _____ (Official Title)

its corporate powers.

(CORPORATE SEAL)

(Signature)