

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

Prime Award No. _____

Subcontract No. _____

Pursuant to the terms of the subcontract in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract and any assignment thereunder, the _____ (hereinafter called the Subcontractor) does hereby:

1. Assign, transfer, set over and release to The Pennsylvania State University, University Park, Pennsylvania (hereinafter called the Contractor), all right, title and interest to all refunds, rebates, credits or other amounts (including interest thereon) arising out of the performance of the said subcontract, 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 Contractor checks (made payable to The Pennsylvania State University, University Park, Pennsylvania) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contractor as stated in the said subcontract and may be applied to reduce any amount otherwise payable to the Contractor under the terms hereof.
3. Agree to cooperate fully with the Contractor 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 therewith; and to permit the Contractor 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 _____, 20__.

Subcontractor _____

By _____

Title _____

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Subcontractor in the foregoing release; that _____ who signed said release on behalf of the Subcontractor was then _____ of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.
