

POLICY

Effective Date: July 1, 2025

Approved by: Chief Procurement Officer

Authority: [LAC 34:XIII.1902.13](#)

See Also:

FRM-U1902.13. A.01 (Assignment of Contract)

FRM-U1902.13. A.02 (Assignment of Contract Payments)

POL-U1902.13 Contract Assignments

This policy defines the requirements for Contracts which require assignment or other procedures because of a Company Name Change and/or Tax Identification Number (TIN) change. Contract assignments have legal implications and require LSU's prompt action and the execution of official documents, and changes to purchase orders or Contract amendments to ensure and protect the University's interests and obligations

Note: A supplier cannot merely elect to relieve itself of a purchase order/contract and request that another legally-separate company assume its contractual obligations; however, assignments from an authorized distributor to the OEM are acceptable.

Definitions

1. *Assignor* - the originally awarded Supplier holding a Contract.
2. *Assignee* - the party to which the Assignor desires to assign the Contract and/or Contract Payments.
3. *Assignment of Contract* - the legal transfer by the originally awarded Supplier of all its contractual rights (including, without limitation, its right to Contract Payments), obligations, performance requirements, etc., to another designated party. Contract assignments typically result from legally-recognized buyouts, acquisitions and mergers between companies. Assignee assumes all obligations under the Contract and/or becomes the recipient of Contract Payments.
4. *Assignment of Contract Payments* - the legal transfer by the originally awarded Supplier of its payment proceeds due for goods/services rendered under the Contract to another designated party. Assignor remains legally responsible for Contract performance and Contract Payments are issued to the Assignee.
5. *Company Name Change* - the legal change of a company's name as registered and filed with federal, state and local authorities in accordance with applicable requirements thereof. The Supplier remains responsible for performance of Contractual obligations and Contract Payments are issued to the Supplier in its new name.
6. *Contract* - all types of university agreements; sponsored agreements including but not limited to purchase orders, for the procurement or disposal of goods and services and the generation of revenue for the university by the use of university facilities, personnel or services; contract shall not include:
 1. contracts or appointments for employment;
 2. licensing of university's intellectual property specially regulated by the management board;
 3. cooperative endeavor agreements.

7. *Governmental Authority* - all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county/parish, district, municipality, city or otherwise) whether now or hereafter in existence.
8. *Person* - an individual, trust, an estate or a Governmental Authority, or a partnership, joint venture, corporation, limited liability company, firm or any other legal entity.
9. *Supplier* - a vendor or seller of goods or services.

General Policy

In company buy-outs, acquisitions, mergers, etc., the purchased company typically assumes the TIN of the acquiring company. The purchased company may be completely dissolved and closed, or it may continue to operate under its current name and address or under a new name and location.

Operating Procedures

The Supplier is responsible for submitting written communication on company letterhead notifying the University of any legally-recognized buyouts, acquisitions and mergers between companies triggering the appropriate action by LSU Procurement. Additionally, Supplier should identify all applicable Contract numbers still open or pending completion or term fulfillment. Supplier may be required to provide additional documentation supporting Supplier record changes. **Until approved, the Assignor remains responsible for Contract performance and shall be the recipient of any payments thereunder ("Contract Payments").**

Any Supplier holding a Contract may not assign its contractual rights and obligations or payment to another party without the prior written consent/acknowledgement of LSU Procurement. Our consent to assignment requests will not be unreasonably withheld. **Unauthorized Supplier assignments of Contracts shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute arising therefrom.**

The requester is responsible for providing the LSU Supplier Support Team (suppliers@lsu.edu) with appropriate information and instructions, and for issuing new Contract amendments. The LSU Supplier Support Team will handle drafting the applicable form, communications between the University and the Supplier, and notify the requester, Buyer/Campus Buyer and Accounts Payable & Travel when assignment is complete.

Upon receipt of any such assignment request, LSU Supplier Support Team will send Supplier an email and the applicable form for execution. The assignment form shall be executed by the Assignor and Assignee, witnessed and returned to LSU Procurement via email or mail.

Upon approval and execution by the Chief Procurement Officer or authorized designee, Buyer/Campus Buyer will issue a new Contract amendment to reflect assignment to the new Supplier.

Assignment of Contract Payments Only

In cases of Assignments of Contract Proceeds only, the originally awarded Supplier number record still prevails; however, a change to the Supplier record shall be created to add the Assignee's remit-to address, and a remit-to connection shall be established to add the Assignee's remit-to address as the required remittance location for all Contract Payments. The LSU Supplier Support Team shall coordinate the terms to establish reporting with Accounts Payable & Travel (AP&T). AP&T shall ensure Contract Payments are being remitted

correctly and shall advise when Contract Payment obligations have been fulfilled to have remit-to connection inactivated and removal of Assignee's remit-to address.

Important Note

When a document is submitted to LSU Procurement by the assignor for the purpose of acknowledging an assignment of Contract/Contract Payment to an assignee, the document shall be forwarded to LSU General Counsel for review and redlining. Upon receipt of the revised document from LSU General Counsel, LSU Procurement shall transmit the finalized document, along with the original assignment of Contract/Contract Payment documentation, to both the assignor and assignee for execution.