Assignment

Review checklist

An assignment deed template is typically used when one party (the assignor) wishes to transfer or assign certain rights, interests, or obligations they have under a particular contract, agreement, or property to another party (the assignee).

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| **Item** | **Question** | **Guidance notes**  | **Answer** |
| **General provisions** |
|  | **Short form name** | *Use a concise, descriptive "short form name" for this document. The short form name should clearly identify the document type (e.g., Service Agreement, Purchase Agreement, License Agreement, etc.)* |  |
|  | **Data room number** | *What is the data room number of this document? If there is no data room number, then insert "Not applicable".* |  |
|  | **Parties** | *For each party (an “entity”), identify:** *full legal name*
* *entity type (organisation or person)*
* *registered address*
* *company/organisation number (if applicable)*
* *whether the entity is acting alone or as a trustee*
* *if the entity is acting as a trustee, identify the trust name and number (if applicable)*
 |  |
|  | **Document date** | *Identify the agreement date or date the agreement was entered into. If no date is provided in the agreement, insert 'Undated'. Look for dates in various locations within the document, including the header, footer, and signature blocks. Enter dates in a consistent format (e.g. DD/MM/YYYY or MM/DD/YYYY).* |  |
| **Substantive provisions** |
|  | **Underlying document** | *Describe the underlying document that this amendment deed or agreement is amending* |  |
|  | **Nature of deed** | *Options might include:** *assignment of rights only*
* *assignment of rights and assumption of obligations*
* *novation*
 |  |
|  | **Effective date of assignment** | *Identify the effective date of the agreement (or deed)**Enter dates in a consistent format (e.g. DD/MM/YYYY or MM/DD/YYYY)* |  |
|  | **Specify the rights being assigned** |  |  |
|  | **Specify the obligations being assumed** |  |  |
|  | **Who is required to consent to the assignment?** |  |  |
|  | **Has consent been obtained?** |  |  |
|  | **Consideration (payment or other value) for the assignment** |  |  |
|  | **Release** | *Is the Assignor released from its obligations under the agreement? If so, identify what the release applies to. E.g.:** *all obligations arising under the agreement (before and after the effective date of the assignment)*
* *all obligations arising under the agreement after the effective date of the assignment.*
 |  |
|  | **Is the underlying document also being amended?** |  |  |
| **Miscellaneous** |
|  | **Related documents** | *Describe any documents related to this document that have been disclosed (including amendments)* |  |
|  | **Missing related documents** | *Describe any documents related to this document that haven’t been disclosed* |  |
|  | **Missing and/or ineligible pages** | *Specify any missing and/or ineligible pages of the document* |  |
|  | **Document execution** | *Identify a party(s) that haven’t executed the document fully and correctly* |  |
|  | **Governing law** | *What is the governing law of the document?* |  |
|  | **Other onerous or unusual provisions** | *Identify any provisions in this document that could be considered unusually onerous, burdensome or unfavorable to one party, or that deviate significantly from standard practices.**For each such provision:*1. *State what party(s) the provision applies to;*
2. *Briefly summarise the key aspects that make it onerous or unusual;*
3. *Quote the relevant excerpt from the document.*
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