

**CCC-251**  
(10-14-93)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

1. DATE OF NOTICE

**NOTICE OF ASSIGNMENT**

**IMPORTANT:** This document is used to make assignments for both the Commodity Credit Corporation (CCC) and the United States Department of Agriculture (USDA). Assignments for the two Agencies are similar, but the rules governing them are not identical. Please make sure you know whether CCC or USDA is the agency named in the contract before completing this form.

2. CONTRACT MADE BY (Check one)

Commodity Credit Corporation

United States Department of Agriculture

3. CONTRACT

NO.

DATE

4. RETURN TO (Name and address of addressee) (For CCC contracts, this is the USDA office to which invoices will be submitted for payment. For USDA contracts, this is the contracting officer.)

5. CONTRACT MADE WITH (Name and address of contractor and warehouse code, if applicable)

6. TYPE OF CONTRACT

7. INSTRUCTIONS:

Monies payable from the U.S. under a USDA or CCC contract may be assigned to a bank, trust company, federal lending agency, or other recognized lending institution. However, if such contract was made with a corporation whose stock is wholly owned by the federal government, such contract may be assigned to a prior lienholder, or, with the prior approval of the contracting officer, to an individual.

Further, the rights of the assignee to the proceeds of a USDA or CCC contract are subject to, inter alia, defenses arising under the contract which the government could have asserted against the assignor absent the assignment.

Unless expressly permitted by the contract, any assignment shall cover all amounts payable under the contract and not already paid and shall not be made to more than one party, except that any assignment may be made to one party as agent or trustee for two or more parties participating in such financing. If the contract was made with CCC, it shall not be subject to further assignment.

Since such assignments shall be recognized only if and when the assignee thereof files written notice of the assignment, these instructions shall be followed carefully in order to avoid delay, inconvenience, and possible impairment of the validity of the assignment.

- A. Upon execution of an assignment, the assignee shall prepare, sign and forward the original signed copy of this notice, together with the original signed copy of the instrument of Assignment to the addressee. Photocopies of each executed form shall be sent to the surety or sureties upon the bond or bonds (if any) in connection with the contract.
- B. The addressee shall acknowledge receipt of this notice, if in order, in the space provided and return photocopies of each acknowledged form to the assignee.
- C. It is the policy of CCC and USDA to notify the assignee of the amount of any indebtedness of the contractor which is to be collected by CCC/USDA by offset from payments due under the contract. The assignee will generally receive such offset notice when receipted copies of the Notice of Assignment are returned to him/her. Whenever the assignee is given an offset notice by CCC/USDA, the amounts payable under the contract will be the amounts remaining to be paid after offset unless the assignee establishes a priority right to payments, before any offset is made, because of a lien or encumbrance held by him/her in connection with the contract at time of assignment.
- D. CCC/USDA may offset any amounts for which the assignor is indebted to the United States for taxes with respect to which a notice of lien was filed, or a Notice of Levy was served, in accordance with the provisions of the Internal Revenue Code of 1954 (26 U.S.C. 6323;6331), prior to acknowledgment by CCC/USDA of receipt of the notice of assignment.
- E. Such assignment shall remain in force until addressee receives written advice from the assignee to release this assignment.

**NOTE:** Payment due or to become due under the contract identified above will be made to the undersigned assignee.

8. NAME AND ADDRESS OF ASSIGNEE (Please limit name to one line (30 spaces) and limit address to two lines (30 spaces each).)

9. STATUS OF ASSIGNEE AT TIME OF ASSIGNMENT (Check appropriate box)

FINANCIAL INSTITUTION

PERSON OR FIRM HOLDING A LIEN OR ENCUMBRANCE (Valid for CCC Contracts only.)

PERSON OR FIRM NOT HOLDING A LIEN OR ENCUMBRANCE (Valid for CCC contracts only. Assignee understands a valid assignment for all purposes in this case requires the contractor to obtain approval of the contracting officer or other designated official of CCC in writing before the assignment will be recognized by CCC.)

BY (Name of Signing Officer for Assignee)

TITLE

DATE

10. ACKNOWLEDGEMENT

Receipt is acknowledged of this notice and a signed copy of the above-mentioned instrument of assignment. Date and time of receipt is as follows:

TIME	DATE	BY (Signature)	TITLE

**CCC-252**  
(10-14-93)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

**INSTRUMENT OF ASSIGNMENT**

**CONTRACT NUMBERED** \_\_\_\_\_ **DATED** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS: That** \_\_\_\_\_

I (We) \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ for value

received, do hereby assign to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_

all right, title, and interest, to all monies due or to become due from the United States or from any agency or department thereof, or any corporation whose stock is wholly owned by the federal government, under Contract No. \_\_\_\_\_

dated \_\_\_\_\_

I (We) stipulate that such monies payable from the U.S. under such contract are being assigned to a bank, trust company, federal lending agency, or other recognized lending institution, unless such contract was made with a corporation whose stock is wholly owned by the federal government, in which case such contract may be assigned to a prior lienholder, or, with the prior approval of the contracting officer, to an individual.

I (We) further stipulate that the rights of the assignee to the proceeds of this contract are subject to, inter alia, defenses arising under the contract which the government could have asserted against the assignor absent the assignment.

I (We) further stipulate that no previous assignment has been made and agree that no additional assignments will be made under this contract; that payments thereunder will be made by checks drawn to the order of the assignee; that the assignment shall remain in force until released on written advice by the assignee.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(SECRETARY)

*(Affix Corporate Seal)*

**RETURN TO:**

**NOTE:** *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1980, as amended. The regulations at 7 CFR 1404.4 and the Commodity Credit Corporation (CCC) Charter Act authorize the collection of the following information. The information will be used to establish the parties to which a payment received under a USDA or CCC contract will be assigned. Furnishing the requested information is voluntary; however, without it monies payable from the U.S. under a USDA or CCC contract will not be assigned. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.*

*Public reporting burden for this collection of information is estimated to average 10 minutes 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 Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO THE OFFICE LISTED IN ITEM 4 ON THE FRONT OF THIS DOCUMENT.*

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*Public reporting burden for this collection of information is estimated to average 5 minutes 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 Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0560-0004), Washington, D.C. 20503. RETURN THIS COMPLETED FORM TO THE OFFICE DESIGNATED ON THE FRONT OF THIS DOCUMENT.*