

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **Assignment and Assumption Agreement** (“**Agreement**”) is dated effective as of **September 1, 2015** (“**Effective Date**”), and is entered into by and between **The University of Texas Health Science Center San Antonio** (“**Assignor**”), an agency and institution of higher education authorized under the laws of the State of Texas, **The University of Texas Rio Grande Valley** (“**Assignee**”), an agency and institution of higher education authorized under the laws of the State of Texas, and **Hidalgo County** acting by and through the Hidalgo County Health Department (“**Contractor**”).

Assignor and Contractor entered into that certain Agreement between The University of Texas Health Science Center at San Antonio and Hidalgo County C-15-021-06-23 (“**Original Contract**”) dated effective June 23, 2015.

Assignee is a new university authorized by the laws of the State of Texas and is a part of The University of Texas System. Assignor is winding down its activities due to the opening of Assignee.

Assignor now desires to assign all of its right, title and interest in the Assigned Contract and delegate all of its obligations under, or arising in connection with, the Assigned Contract to Assignee.

Assignee desires to accept, and Contractor desires to consent to, that assignment.

Now, therefore, Assignor, Assignee and Contractor agree as follows:

1. **Pursuant to Section 4.b of the Original Agreement**, Assignor assigns, transfers and delivers to Assignee the Assigned Contract, together with all of Assignor’s rights, title, interests, benefits and privileges and all of Assignor’s duties, liabilities and obligations under, or arising in connection with, the Assigned Contract.
2. Assignee assumes all of Assignor's rights, title, interests, benefits and privileges under, or arising in connection with, the Assigned Contract. Assignee agrees to pay or perform, or to cause to be paid or performed, and otherwise to discharge or cause to be discharged, all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Contract.
3. Contractor consents to the assignment of the Assigned Contract by Assignor to Assignee and to all of the terms and conditions of this Agreement and will look solely to the Assignee for the performance of the Assigned Contract.
4. Assignor and Contractor represent and warrant that (a) the Assigned Contract is in full force and effect, (b) there are no existing conditions or state of facts that constitute a default under the Assigned Contract by either Assignor or Contractor, or which by notice or passage of time would constitute a default under the Assigned Contract, (c) the Assigned Contract has not been amended, modified, supplemented or superseded, and (d) a true and correct copy of the Assigned Contract is attached to this Agreement as **Exhibit A** and incorporated for all purposes.

5. Except as provided in this Agreement, all terms used in this Agreement that are not otherwise defined will have the respective meanings ascribed to such terms in the Assigned Contract.
6. This Agreement will be binding on Assignor, Assignee and Contractor and their respective successors and assigns.
7. This Agreement may be modified or amended only by a writing signed by the parties to be bound.
8. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, consents and understandings relating to the subject matter of this Agreement.
9. Except as specifically provided in this Agreement, all of the terms, provisions, requirements and specifications contained in the Assigned Contract remain in full force and effect. Except as otherwise expressly provided in this Agreement, the parties do not intend to, and the execution of this Agreement will not, in any manner impair the Assigned Contract, the purpose of this Agreement being simply to assign the Assigned Contract, and to ratify, confirm and carry forward the Assigned Contract, as hereby assigned, in full force and effect.
10. THIS AGREEMENT WILL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, Assignor, Assignee and Contractor have executed this Agreement, by and through their duly authorized representatives effective as of the Effective Date.

ASSIGNOR:

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____

Name: Martin Baylor

Title: Vice President for Business Affairs

Date: _____

CONTRACTOR:

HIDALGO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attach:

Exhibit A – Assigned Contract