

THIS AGREEMENT is made on the _____ day of (month and year)

BETWEEN

(1) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (hereinafter called the "Employer")

of the first part, and

(2) [Insert name of Company A] whose registered office is at [_____] (hereinafter called the "Contractor") of the second part and

(3) [Insert name of Company B] whose registered office is at [_____] (hereinafter called the "New Contractor") of the third part.

WHEREAS: -

(a) The Employer and the Contractor have entered into (an) agreement(s) including supplementary agreement(s) thereto if any (hereinafter called the "Contract(s)") for the execution of certain works described and known as

[GIVE DETAILS OF EACH CONTRACT TO BE NOVATED, GIVING CONTRACT NUMBER, DATE AND TITLE]

upon the terms, conditions and covenants therein specified.

(b) The Contractor wishes to be released and discharged from the Contract(s) and the Employer has agreed to release and discharge the Contractor upon the terms of the New Contractor's agreement to perform the Contract(s) and to be bound by the terms of the Contract(s) in place of the Contractor.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. The Contractor hereby agrees to transfer absolutely to the New Contractor the Contract(s) and the full benefit thereof and all remedies for enforcing the same and the New Contractor undertakes to be bound by and observe and perform the terms, conditions and covenants of the Contract(s) on the part of the Contractor to be observed, performed and satisfied in every way as if the New Contractor were named a party to the Contract(s) in substitution for the Contractor and the New Contractor undertakes to assume all liabilities and to satisfy all claims and demands whatsoever arising out of or in respect of the Contract(s).

contractor behind the novation transaction, and there is a possibility of avoidance of transaction under section 266 of the Companies Ordinance Cap. 32 if the novation is made within 6 months before the commencement of the outgoing contractor's winding up or under section(s) 49 and/or 50 of the Bankruptcy Ordinance.

- # Choose the appropriate one, depending on whether the Contractor and the New Contractor are individuals or companies.
- * Repeat the appropriate form for execution by the New Contractor.
 1. For use where the Contractor executes the agreement through its common seal.
 2. For use where the Contractor executes through an attorney.
 3. For use where the Contractor is an individual or a sole proprietorship.