Contract No: [1] .....

Project No: [2] .....

Defence Estates' Unique Ref No: [3] .....

Works Contractor's Agreement

Authority's/Work's Contractor's[4] Design

PROJECT TITLE: .....

Defcon 2000

Edition 2 (2005)

[1] *Please complete*
[2] *Please complete*
[3] *Delete as appropriate*
[4] *Please complete*

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THIS AGREEMENT dated .....

MADE BETWEEN:-

(1) **THE SECRETARY OF STATE FOR DEFENCE** ("the Authority") whose address for the purposes of the Works Contractor's Contract (as defined in clause 3) shall be the address of the Commercial Officer referred to in clause 15.2; and

(2) whose address for the purposes of the Works Contractor's Contract (as defined in clause 3) shall be ("the Works Contractor")

SHALL BE READ IN CONJUNCTION WITH the Works Contractor's Conditions of Contract, Defcon 2000 Edition 2 (2005) ("the Conditions of Contract") and expressions defined in the Conditions of Contract shall have the same meaning in this agreement.

1 BACKGROUND

In response to an invitation to tender issued by or on behalf of the Authority, the Works Contractor has offered to carry out the construction and the design services in accordance with the terms of the Works Contractor's Contract (as defined in clause 3).

2 AGREEMENT

The Works Contractor agrees with the Authority to carry out the Works Contractor's Design and the Works and, in consideration of this agreement, the Authority agrees to pay the Works Contractor the Contract Sum in accordance with the terms of the Works Contractor's Contract (as defined in clause 3).

3 DOCUMENTS CONSTITUTING THE WORKS CONTRACTOR'S CONTRACT

The contract between the Authority and the Works Contractor ("the Works Contractor's Contract") shall comprise:-

3.1 this Agreement (including any documents referred to in, or annexed to, it);

3.2 the Conditions of Contract;

3.3 the Works Contractor's Brief (including any documents or drawings referred to in clause 5.1);

3.4 (if applicable) the Works Contractor's Design Proposals including any documents or drawings referred to in clause 6 (to the extent that they are not inconsistent with the other documents forming part of the Works Contractor's Contract);

3.5 the Pricing Document; and

3.6 the Milestone Payment Schedule or Schedules;

as the above documents are defined in the Conditions of Contract.

4 CORRECTION OF MANIFEST ERRORS

In the event of any manifest error or errors in the completion of this Agreement, the Authority or the Works Contractor (as the case may be) shall, by written notice to the other, correct any such manifest error or errors and, in the event of any dispute between the parties, such dispute shall be resolved in accordance with condition 9.1 of the Conditions of Contract.

5 THE WORKS CONTRACTOR'S BRIEF

5.1 Documents/drawings comprising the Works Contractor's Brief:

The Works Contractor's Brief comprises the document or documents and drawings (if any) listed below which are attached as Annex 1:-[1]

5.2 The project:

The project (in brief detail) comprises:[2] .....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

6 THE WORKS CONTRACTOR'S DESIGN PROPOSALS (IF APPLICABLE)

The Works Contractor's Design Proposals as at the date of this Agreement comprise the document or documents and drawings listed below which are attached as Annex 2:-[3]

[1] *Please complete*
[2] *Please complete*
[3] *Please list all documents and/or drawings by reference to the latest agreed revisions*

7 PROCUREMENT STRATEGY[4]

Option A: The Authority's procurement strategy for the project will be **Authority's Design**.

Option B: The Authority's procurement strategy for the project will be **Works Contractor's Design.**

8 PAYMENT TO THE WORKS CONTRACTOR

8.1 The Contract Sum

The Contract Sum is:[5] .....

.....pounds (£)

8.2 The Milestones

The Milestones and the advances payable on the completion of each Milestone are set out in the Milestone Payment Schedule dated[6] …… (which is attached as Annex 3).

8.3 The Pricing Document

The Pricing Document is dated[7] …… and is attached as Annex 4.

9 THE DATE(S) FOR POSSESSION OF THE SITE

9.1 For the purposes of condition 6.2 (Possession of the Site and completion) of the Conditions of Contract the date for possession of the Site is:- [8] .....

[4] *Delete the option that does not apply*

[5] *Please complete*

[6] *Please complete*

[7] *Please complete*

[8] *Complete as appropriate*

9.2 Where the Works are divided into Sections, the dates for possession of the individual Sections are as follows:-[9]

Section no	Section	Date for Possession
.....	.....	.....
.....	.....	.....
.....	.....	.....

10 THE DATE(S) FOR COMPLETION

10.1 The Date for Completion of the Works is:[10] .....

10.2 Where the Works are divided into Sections, the Dates for Completion of individual Sections are as follows:-[11]

Section no	Section	Date for Completion
.....	.....	.....
.....	.....	.....
.....	.....	.....

11 THE PROGRAMME

For the purposes of condition 6.3 (Programme) and paragraph S2-10 (Programme) of Schedule 2 of the Conditions of Contract, the Programme comprises the programme prepared by the Works Contractor dated[12] ..... a copy of which is attached as Annex 5.

[9] *Complete as appropriate*
[10] *Please complete*
[11] *Complete as appropriate*
[12] *Please complete*

12 LIQUIDATED DAMAGES FOR LATE COMPLETION

12.1 For the purposes of condition 6.8 (Liquidated damages) of the Conditions of Contract, liquidated damages for any delay in the completion of the Works or a Section shall be payable as follows:-

12.1.1 Where the Works are not divided into Sections at the rate of £[13] ……. per day/week/month or part thereof pro-rata.[14]

12.1.2 Where the Works are divided into Sections at the following rates:- [15]

Section no	Section	Rate of liquidated damages
……	……	£…… per day/week/month or part thereof pro-rata[16]
……	……	£…… per day/week/month or part thereof pro-rata[17]
……	……	£…… per day/week/month or part thereof pro-rata[18]
……	……	£…… per day/week/month or part thereof pro-rata[19]

12.2 The parties agree that the above rate or rates of liquidated damages (if any) represent a fair and reasonable pre-estimate of the losses and expenses that the Authority may suffer as a result of any delay in the completion of the Works or any Section (as the case may be) and that, accordingly, the above rate or rates shall not be construed as a penalty.

13 THE MAINTENANCE PERIOD(S)

The Maintenance Period or Periods shall be:-[20]

13.1 ……..weeks/months/years[21] from the date of completion of the Works (as specified in the Works Completion Certificate) subject to any extension in accordance with paragraph S2-18.5 (Defects in the Maintenance Period(s)) of Schedule 2 of the Conditions of Contract; and

[13] *Please complete*
[14] *Delete as appropriate*
[15] *Complete as appropriate*
[16] *Delete as appropriate*
[17] *Delete as appropriate*
[18] *Delete as appropriate*
[19] *Delete as appropriate*
[20] *Complete as appropriate*
[21] *Delete as appropriate*

13.2 In relation to different Sections of the Works:-[22]

Section no	Section of the Works	Maintenance Period
.....	.....	..... weeks/months/years[23]
.....	.....	..... weeks/months/years
.....	.....	..... weeks/months/years
.....	.....	..... weeks/months/years

in each case, the relevant Maintenance Period being calculated from the date of completion of the relevant Section (as specified in the relevant Works Completion Certificate) subject to any extension to the relevant Maintenance Period in accordance with paragraph S2-18.5 (Defects in the Maintenance Period(s)) of Schedule 2.

14 AS-BUILT DRAWINGS AND OTHER INFORMATION

For the purposes of paragraph S2-19.2 (The provision of information by the Works Contractor) of Schedule 2 of the Conditions of Contract, the period or periods for the supply of the relevant information shall be 14 days from the Works Completion Date or as otherwise specified below:-[24]

15 PERSONS REFERRED TO IN THE CONDITIONS OF CONTRACT

15.1 The Project Manager

For the purposes of the Conditions of Contract, the Project Manager is:-[25]

Name:

Name of company/firm: .....

Address:

15.2 The Commercial Officer

For the purposes of the Conditions of Contract, the Commercial Officer is:-[26]

Name:

---

[22] *Complete as appropriate*
[23] *Delete as appropriate*
[24] *Complete, if appropriate*
[25] *Please complete*
[26] *Please complete*

Address: .....

Any communications with the Commercial Officer must quote the contract and project numbers appearing on the front sheet of this Agreement.

15.3 The Commercial Representative

For the purposes of paragraph S8-1 (Referrals to the Commercial Representative) of Schedule 8 of the Conditions of Contract, the Commercial Representative is:-[27]

Name:

Address: .....

15.4 The Defence Estates Project Manager (DE PM)

For the purposes of the Conditions of Contract, the DE PM is:-[28]

Name:

Address: .....

15.5 The Authority's Building Control Officer

For the purposes of paragraph S3-2 (Building Regulations and Crown Fire Standards) of Schedule 3 of the Conditions of Contract, the Authority's Building Control Officer is:-[29]

Name:

Address: .....

[27] *Please complete*

[28] *Please complete*

[29] *Please complete*

15.6 The Authority's Fire Officer

For the purposes of paragraph S3-2 (Building Regulations and Crown Fire Standards) of Schedule 3 of the Conditions of Contract, the Authority's Fire Officer is:

Name:

Address: .....

15.7 The Defence Estates Adviser

For the purposes of paragraph S3-8 (Town Planning Clearances) of Schedule 3 of the Conditions of Contract, the Defence Estates Adviser (if applicable) is:-[30]

Name:

Address: .....

15.8 The Adjudicator

For the purposes of paragraph S8-3 (Adjudication) of Schedule 8 of the Conditions of Contract, the Adjudicator is:-[31]

Name:

Address: .....

15.9 The Key Personnel

For the purposes of condition 3.1.2 (Resources, Key Personnel and use of Supply Chain) of the Conditions of Contract, the Works Contractor's Key Personnel comprise the persons listed in Annex 6.

15.10 Supply Chain

For the purposes of condition 3.1.4 (Resources, Key Personnel and use of Supply Chain) of the Conditions of Contract), the members of the Works Contractor's Supply Chain are as set out in the attached Schedule of Supply Chain Members which is attached as Annex 8.

---

[30] *Please complete*

[31] *Please complete*

16 INSURANCE

16.1 For the purposes of condition 5.5.1 (Insurance) of the Conditions of Contract, the Works Contractor shall maintain the following minimum levels of insurance cover:-[32]

16.1.1 Employers' liability insurance (complying with the Employer's Liability (Compulsory Insurance) Act 1969) in respect of persons in his employment:-

Minimum level of cover in respect of any one occurrence or series of occurrences arising out of any one event:[33] £.....

16.1.2 Contractor's "all risks" insurance against loss or damage to the Works and Things for which the Works Contractor is responsible under the Works Contractor's Contract:-

Minimum level of cover in respect of any one occurrence or series of occurrences arising out of any one event:[34] £.....

16.1.3 Public liability insurance against personal injury to any persons and loss and/or damage to property arising from or in connection with the Works which is not covered by clauses 16.1.1 and 16.1.2 above:-

Minimum level of cover in respect of any one occurrence or series of occurrences arising out of any one event:[35] £.....

16.1.4 (Where the Authority's procurement strategy is "Works Contractor's Design") professional indemnity insurance in respect of the Works Contractor and any of his supply chain members engaged in the carrying out of the Works Contractor's Design:-

Minimum level of cover in respect of any one occurrence or series of occurrences arising out of any one event:[36] £.....

16.2 If the Works involve the refurbishment, alteration or extension of existing structures, the Authority shall bear the risks of lightening, explosion, storm, tempest, flood, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot and civil commotion (including terrorism) in respect of loss and damage to existing structures and contents for which the Authority is responsible, except where Condition 5.4 (Loss and Damage) applies.

---

[32] *Complete and/or delete as appropriate*
[33] *Please complete*
[34] *Please complete*
[35] *Please complete*
[36] *Please complete*

16.3 For the purposes of condition 5.5.1 of the Conditions of Contract details of the Works Contractor's insurance are set out in the Works Contractor's certificate of insurance which is attached as Annex 7.

17 QUALITY ASSURANCE

For the purposes of condition 3.7 (Quality assurance) of the Conditions of Contract, the Works Contractor shall be required to maintain the following quality assurance accreditation:-[37]

.....

.....

18 TECHNICAL GUIDANCE, ACCOUNTS INFORMATION AND STANDARD FORMS

18.1 Copies of Technical Guidance

Advice on how to obtain copies of all current Technical Guidance may be sought from:-

Library and Publications Unit
Defence Estates
Blakemore Drive
Sutton Coldfield
West Midlands B75 7RL

Fax: 0121 311 2190 or
Tel: 0121 311 3648

www.defence-estates.mod.uk/publications/index.htm

18.2 Accounts information and forms

18.2.1 The address of the Authority's Accounts is[38]:-

.....

.....

.....

[37] *Please complete*

[38] *Please complete details of the full address of the Defence Bills Agency or other relevant accounts payment centre for accounts raised by the Works Contractor*

18.2.2 The following payment forms are available from the following addresses:-

Payment Form	Address
AG Form 200D & DAB10	Defence Bills Agency Ministry of Defence D/Acs(Bills) Admin 1b2 Mersey House Drury Lane Liverpool L2 7PX www.defencebills.gov.uk

18.3 Standard forms

With the exception of the payment forms referred to in clause 18.2.2, copies of all the standard forms applicable to the Works Contractor's Contract are obtainable from:-

.....

.....

.....

19 SUPPLEMENTARY CONDITIONS[39]

Option A: No Supplementary Conditions shall apply to the Works Contractor's Contract.

Option B: The following Supplementary Conditions shall apply to the Works Contractor's Contract:-[40]

19.1.1 Paragraph S9-1 (Overseas expenditure) of Schedule 9 of the Conditions of Contract.

19.1.2 Paragraph S9-2 (Guarantee from Group Undertaking) of Schedule 9 of the Conditions of Contract. The requisite form of Guarantee is attached as Annex 9 (if applicable).

19.1.3 Paragraph S9-3 (Performance guarantee) of Schedule 9 of the Conditions of Contract. The requisite form of Guarantee is attached as Annex 10 (if applicable).

[39] *Delete the option that does not apply*
[40] *Delete as appropriate*

19.1.4 Paragraph S9-4 (Collateral warranties) of Schedule 9 of the Conditions of Contract. The requisite form of Collateral Warranty is attached as Annex 11 (if applicable).

19.1.5 Paragraph S9-5 (Additional security measures) of Schedule 9 of the Conditions of Contract.

19.1.6 Paragraph S9-6 (Issued Property) of Schedule 9 of the Conditions of Contract. Details of all Issued Property to be provided to the Works Contractor are set out in Annex 12 (if applicable).

19.1.7 Paragraph S9-7 (Project Aquatrine) of Schedule 9 of the Conditions of Contract.

19.1.8 The following Supplementary Conditions:-[41]

20 PROPER LAW

The proper law of the Works Contractor's Contract shall be [English law][the law of Scotland][42]

For the purposes or paragraph S8-4 (Resolution of Disputes) of the Works Contractor's Conditions of Contract the place of any arbitration in accordance with that paragraph shall be [England] [Scotland][43]

In witness whereof this Agreement has been signed for or on behalf of the Authority and the Works Contractor on the day and year first before written.

……
Signed for or on behalf of the Authority

……
Signed for or on behalf of the Works Contractor

[41] *Complete, if appropriate*

[42] *Delete as appropriate*

[43] *Delete as appropriate*

Annex 1

Contract No: ……

Project No: ……

Works Contractor's Brief

Annex 2

Contract No: .....

Project No: .....

Works Contractor's Design Proposals

Annex 3

Contract No: ……

Project No: ……

Works Contractor's Milestone Payment Schedule

Annex 4

Contract No: .....

Project No: .....

Pricing Document

Annex 5

Contract No: ……

Project No: ……

The Programme

Annex 6

Contract No: .....

Project No: .....

Works Contractor's Key Personnel

DETAILS OF WORKS CONTRACTOR'S KEY PERSONNEL

1 Name: .....

Job title/responsibilities: .....

2 Name: .....

Job title/responsibilities: .....

3 Name: .....

Job title/responsibilities: .....

4 Name: .....

Job title/responsibilities: .....

5 Name: .....

Job title/responsibilities: .....

6 Name: .....

Job title/responsibilities: .....

7 Name: .....

Job title/responsibilities: .....

8 Name: .....

Job title/responsibilities: .....

9 Name: .....

Job title/responsibilities: .....

10 Name: .....

Job title/responsibilities: .....

11 Name: .....

Job title/responsibilities: .....

12 Name: .....

Job title/responsibilities: .....

Annex 7

Contract No: ……

Project No: ……

Works Contractor's Certificate of Insurance

Annex 8

Contract No: .....

Project No: .....

Schedule of Supply Chain Members

Annex 9

Contract No: ……

Project No: ……

Requisite Form of Guarantee from a Group Undertaking (if applicable)

Annex 10

Contract No: .....

Project No: .....

Requisite Form of Performance Guarantee (if applicable)

Annex 11

Contract No: ……

Project No: ……

Requisite Form of Collateral Warranty (if applicable)

THIS COLLATERAL WARRANTY is dated

BETWEEN:-

(1) [**SUBCONTRACTOR**] (registered in England and Wales number) of/whose registered office is at (the "Subcontractor"); and

(2) **THE SECRETARY OF STATE FOR DEFENCE** whose address for the purposes of this Warranty shall be (the "Authority").

1 BACKGROUND

1.1 The Authority has engaged of (the "Works Contractor") under an Agreement dated ("the Works Contractor's Contract") to perform the role of Works Contractor in accordance with Defcon 2000.

1.2 By a subcontract dated [ ] ("the Subcontract") the Subcontractor was appointed by the Works Contractor to undertake construction works and/or design (if any) (the "Subcontract Works") in relation to a project for the Authority at (the "Project") in accordance with the Subcontract.

1.3 In consideration of the payment to the Subcontractor of £1, receipt of which the Subcontractor hereby acknowledges, the Subcontractor has agreed to enter into this collateral warranty deed (the "Warranty") in favour of the Authority.

2 WARRANTIES

The Subcontractor hereby warrants with the Authority that it will at all times comply with the terms of the Subcontract and any specifications or requirements included in, or referred to, in the Subcontract.

3 LIMITATION PERIOD

No action or proceedings for any breach of this collateral warranty shall be commenced by the Authority against the Subcontractor after the expiry of 12 years from the date of completion of the Project.

4 INSURANCE

4.1 In relation to any design of the Project for which the Subcontractor is responsible, the Subcontractor shall effect and maintain with reputable insurers appropriate professional indemnity insurance for a period expiring no earlier than 12 years after the date of completion of the Project. Such insurance shall provide a limit of indemnity of not less than million pounds (£ m) for each and every claim, provided always that such insurance continues to be available at commercially reasonable rates.

4.2 Upon request, the Subcontractor will provide the Authority with sufficient details of the policy of insurance (by way of Insurer's Certificate or otherwise) effected pursuant to clause 4.1, so as to demonstrate that clause 4.1 is being complied with.

4.3 The Subcontractor shall immediately inform the Authority of any failure or inability to maintain insurance in accordance with clause 4.1 and of any circumstances likely to render such insurance void or voidable. If the Subcontractor fails to maintain insurance in accordance with clause 4.1, the Authority shall be entitled to effect alternative insurance in whatever form, and at whatever rate, is necessary to provide cover for the same or similar risk.

5 COPYRIGHT

5.1 The copyright in all plans, drawings, specifications, calculations, schedules, reports, software (whether or not computer generated) and other work prepared by or on behalf of the Subcontractor in relation to the Project and all amendments and additions to the same whether now or hereafter at any time in existence and any works, designs or inventions of the Subcontractor incorporated or referred to in them (together referred to as "Copyright Material") shall remain vested in the Subcontractor or as may otherwise be provided by the Subcontract.

5.2 The Subcontractor hereby grants to the Authority an irrevocable and royalty-free non-exclusive licence to use and reproduce any Copyright Material and to reproduce the designs contained therein for all purposes relating to the Project including, without limitation, the construction, completion, reconstruction, modification, extension, alteration, refurbishment, repair, maintenance, letting, promotion, advertisement or use of the Project and any subsequent phases thereof.

5.3 The Subcontractor shall not be liable for the consequences of any use by the Authority or any other party of any Copyright Material for any purpose other than that for which it was prepared or provided.

6 ASSIGNMENT

The Authority may at any time assign or transfer the benefit of this Warranty or any rights arising hereunder to any person acquiring an interest in the Project or part thereof (subject to a maximum of one such assignment) without the consent of the Subcontractor being required.

7 NOTICES

7.1 Any notice, request, demand, consent or approval given under or in connection with this Warranty must be given or confirmed in writing.

7.2 Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this Warranty or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on second working day after the same shall have been posted.

8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated to the contrary nothing in this Warranty confers on anyone other than the parties to it and their respective assignees any right or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999.

9 RELEVANT LAW

The application and interpretation of this Warranty shall in all respects be governed by the law applicable under the Works Contractor's Contract.

10 TERMINATION OR EVENT OF DEFAULT UNDER THE WORKS CONTRACTOR'S CONTRACT

The Subcontractor agrees that in the event of determination of the Works Contractor's Contract the Subsontractor will, if so required by notice in writing given by the Authority compliant with clause 12.1 accept the instructions of the Authority to the exclusion of the Works Contractor in respect of the Subcontract Works upon the terms and conditions of the Subcontract. The Works Contractor acknowledges that the Subcontractor shall be entitled to rely on a notice given to the Subcontractor by the Authority under this clause 10 as conclusive evidence for the purpose of this warranty of the determination of the Works Contractor's Contract.

11 OBLIGATIONS PRIOR TO TERMINATION OF THE SUBCONTRACT

11.1 The Subcontractor covenants with the Authority that he will not exercise nor seek to exercise any right of determination of the Subcontract or of ceasing to perform any of his obligations in relations to the Subcontract Works for any reason whatsoever, including any breach on the part of the Works Contractor, without giving to the Authority not less than 21 days notice of his intention to do so and specifying the grounds for the proposed determination or cessation.

11.2 Any period stipulated in the Subcontract for the exercise by the Subcontractor of a right of determination shall nevertheless be extended as far as is necessary to allow for the period of notice required under the foregoing clause.

11.3 The Subcontractor by complying with the provisions of this clause shall not be treated as waiving any breach on the part of the Works Contractor giving rise to the right of determination nor shall he cease to be entitled to exercise his rights after the expiration of the notice unless the right of determination shall have ceased under the provisions of clause 12.

12 OBLIGATIONS OF THE SUBCONTRACTOR TO THE AUTHORITY

12.1 The right of the Subcontractor to determine the Subcontract shall cease within the period of 21 days referred to above if the Authority shall give notice to the Subcontractor :

12.1.1 requiring him to continue his obligations under the Subcontract ;and

12.1.2 acknowledging that the Authority is assuming all the obligations of the Works Contractor under the Subcontract ;and

12.1.3 undertaking to the Subcontractor to discharge all payments which may subsequently become due to the Subcontractor under the terms of the Subcontract.

12.2 Upon compliance by the Authority with the requirements of clause 12.1 the Subcontract shall continue in full force and effect as if the right of determination on the part of the Subcontractor had not arisen and in all respects as if the Subcontract had been entered into between the Subcontractor and the Authority to the exclusion of the Works Contractor.

12.3 Notwithstanding that as between the Works Contractor and the Subcontractor the Subcontractor's right of determination of the Subcontract may not have arisen the provisions of clause 12.2 shall nevertheless apply if the Authority gives notice to the Subcontractor and the Works Contractor to that effect and the Authority complies with the requirement on his part under clause 12.1.

12.4 The Subcontractor shall not be concerned or required to enquire whether and shall be bound to assume that as between the Works Contractor and the Authority the

circumstances have occurred permitting the Authority to give notice under clause 12.3 or 12.1or 10.

12.5 The Subcontractor acting in accordance with the provisions of this clause 12 shall not by so doing incur any liability to the Works Contractor.

13. THE WORKS CONTRACTOR

The Works Contractor has agreed to be a party to this agreement for the purposes of clause 10 and for acknowledging that the Subcontractor shall not be in breach of the Subcontract by complying with the obligations imposed on it by this agreement

EXECUTED and DELIVERED as a deed the day and year first before written.

SIGNED AND DELIVERED AS A **DEED**
by the **SUBCONTRACTOR**
by the signatures of:-

Director .....

Director/Company Secretary .....

SIGNED AND DELIVERED AS A DEED by the WORKS CONTRACTOR
By the signatures of
Director
Director/Secretary

DEFENCE ESTATES

Delivering Estate Solutions to Defence Needs

[SUBCONTRACTOR] (1)

AND

THE SECRETARY OF STATE FOR DEFENCE (2)

COLLATERAL WARRANTY
FOR USE UNDER DEFCON 2000

- relating to -

Annex 12

Contract No: ……

Project No: ……

Details of Any Issued Property (if applicable)

Project No:	Contract No:

MINISTRY OF DEFENCE

DEFENCE ESTATES

DETAILS OF ANY ISSUED PROPERTY

IN CONNECTION WITH THE WORKS CONTRACTOR'S CONTRACT

PROJECT TITLE: .....

DESCRIPTION[44]	QUALITY[45]	TERMS OF LOAN[46]	DATE TO BE SUPPLIED[47]	DATE TO BE RETURNED[4]	LOCATION OF SUPPLY[48]

[44] To include any unique identifier (serial number), NATO Stock Number or Manufacturer's Part Number, or other description or reference that clearly identifies the item supplied.

[45] When applicable, detail denominations of quantity, clearly identifying where items are issued in multiples, or packs and so on.

[46] For Issued Property (also known as Government Furnished Equipment – GFE) the most common are Embodiment, Contract or Ordinary Loan. For GFI, GFF and GFR the purpose of the issues should be briefly detailed eg a military trials unit's purpose can be related to the area of the specification or statement of work that details the trials to be carried out. Describe the transport and packaging arrangements for GFE or GFI. When applicable, advise the condition of GFS to be supplied (form, fit and function (including serviceability), modification state, specification, logistic support requirements) and any applicable security arrangements to be followed.

[47] To clarify the Authority's contractual commitment, and the contractor's obligation to return GFS on time, it is **essential** that dates for supply and return are stipulated in the contract.

[48] The contract should provide the address and contact details of the Ministry Establishment or Facility from which GFE/GFI will be supplied, or the location for GFF/GFR, and the locations to which it is to be returned.