

## Novation agreement: transfer of service contract

**This novation is dated:** [date]  
**and is made between:** [Daamodar Ltd] (“Daamodar”)  
**whose registered office is at** [address],  
**company registration number** [number]  
**And** [Dayashankar Ltd] (“Dayashankar”)  
**whose registered office is at** [address],  
**company registration number** [number].  
**And** [Name of ISP] (“the ISP”)  
**of / whose registered office is at** [address],  
**company number** [number]

### Background

The ISP has agreed to perform the services set out in a [ ] ( “ ”),

[Daamodar]

The parties have agreed to transfer the Contract [ ] [ ]

The ISP consents to [ ]

**It is now agreed as follows:**



### **3. Indemnities**

3.1. Dayashankar agrees to take over all the liability of Daamodar

OR

3.2. The ISP releases and discharges Daamodar from any

AND / OR

3.3. Daamodar agrees to indemnify the

### **4. Publicity / Announcements**

### **5. Further assistance**

### **6. Counterparts**

### **7. Entire understanding**

## **8. Dispute resolution**

## **9. Miscellaneous matters**

9.1.

9.2.

9.3.

9.4.

9.5.

9.6.

9.7.

[ 72 ]

[ 24 ]

9.8.

9.9.

/

OR

/

[

]

/

For, and on behalf of [ ]

[print name](#)

For, and on behalf of [ ]

[print name](#)

## Explanatory notes:

### Novation agreement: transfer of service contract

## Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 1 It is important that the price (or “consideration”) for the deal is inserted at paragraph 1. The price can be expressed in some other way than cash. This
  
  
  
  
  
  
  
  
  
  
- 2 The deal resulting in the agreement may have other terms which should be included for the sake of completeness. Such terms may relate to the completion of a contract of service,
  
  
  
  
  
  
  
  
  
  
- 2.4 You can do a deal
  
  
  
  
  
  
  
  
  
  
- 3 It is for you to negotiate who is to indemnify whom. First, ask yourself whether there is some known conflict or issue between any two of the parties. If yes, decide who is

The most common provision in a novation agreement is for the in-comer to

5 It is

8 Read these

**End of notes**