

# JBCC EDITION 6.2

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## DOCUMENT/S

Principal Building Agreement

Nominated/Selected Subcontract Agreement

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### 7.0 DESIGN RESPONSIBILITY – “N/S Subcontract Agreement”

7.1 Unless otherwise stated [CD], the **subcontractor** shall not be responsible for the design of the **subcontract works** other than the **subcontractor’s** temporary works. The **subcontractor** shall not be responsible for the coordination of design elements

7.2 Where the **subcontractor** is appointed to design, supply and install an element [CD]:

7.2.1 The **subcontractor** shall submit design documentation to suit the dates in the **programme** to the **contractor** for review by the **principal agent** or relevant **agent** for conformity with this **subcontract agreement**

7.2.2 The **principal agent** and/or **agents** shall be responsible for review and coordination of design documentation [23.2.8]

7.2.3 The **subcontractor** indemnifies the **contractor** for consequences of such design and shall cede such indemnity, warranties, and other rights to the **employer** [9.1; 12.3.20 & 22]

7.2.4 The **subcontractor** shall provide proof of professional insurance, where required [CD] [10.1.5]

**FORM OF INDEMNITY BY SELECTED SUBCONTRACTOR  
UNDERTAKING DESIGN RESPONSIBILITY**

[refer to Clauses 7.2 of the JBCC Edition 6.2 May 2018 2000 N/S Subcontract Agreement]

EMPLOYER : \_\_\_\_\_

PROJECT : \_\_\_\_\_

CONTRACTOR (PRINCIPAL) : \_\_\_\_\_

SELECTED SUB-CONTRACTOR : \_\_\_\_\_

RESPONSIBLE ENGINEER / DESIGNER : \_\_\_\_\_

DESCRIPTION OF SUBCONTRACT WORKS : \_\_\_\_\_

We (Selected Subcontractor) :

\_\_\_\_\_ hereby indemnify and hold free:

- the architect : \_\_\_\_\_

- the contractor (principal) : \_\_\_\_\_

from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, manufacturing and erection of the work to the extent that such design is undertaken by us. With regard to the assumption of such design responsibility, we undertake, in addition, to provide professional indemnity cover to the extent as may reasonably be required by the Employer.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Selected Subcontractor \_\_\_\_\_

As Witness \_\_\_\_\_ As Witness \_\_\_\_\_

Responsible Designer / Engineer \_\_\_\_\_

As Witness \_\_\_\_\_ As Witness \_\_\_\_\_

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**Proof of Professional Insurance [7.2.4]**