

## 52.249-7 Termination (Fixed-Price Architect-Engineer).

As prescribed in [49.503\(b\)](#), insert the following clause in *solicitations* and contracts for *architect-engineer services* when a fixed-price contract is contemplated:

Termination (Fixed-Price Architect-Engineer) (Apr 1984)

(a) The Government *may* terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The *Contracting Officer shall* terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor *shall*-

(1) Immediately discontinue all services affected (unless the notice directs otherwise); and

(2) Deliver to the *Contracting Officer* all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the *Contracting Officer shall* make an equitable adjustment in the contract price but *shall* allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government *may* complete the work by contract or otherwise and the Contractor *shall* be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties *shall* be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

**Parent topic:** [52.249 \[Reserved\]](#)