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## **Section 5**

### **J - TERMINATION**

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### J0000C (01/06/91) Termination - General Remarks

This clause is cancelled effective 30/10/96.

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**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause to confirm an initial Notice of Termination for Convenience that was previously transmitted by facsimile, electronic or other written means (see J0200C), whenever the entire contract is terminated and a claim may be expected.

A confirming Notice of Termination for Convenience shall be prepared by the contracting officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the Contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

**Note:** The initial Notice of Termination (J0200C), does not require a legal opinion and may be issued by the contracting officer in accordance with procedure 11.140 of the *Supply Manual*.

### J0001C (30/05/03) Termination for Convenience

This Notice confirms the Minister's Notice of Termination to you dated \_\_\_\_\_ in respect of the above-referenced Contract. The termination is subject to section \_\_\_\_\_ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract and it became effective on the date of receipt by you of the said Notice of Termination.

You are requested to submit to the Contracting Authority, Public Works and Government Services Canada, for consideration, any claim which you may have as a result of this termination. Such claim and those of your subcontractors and/or suppliers, if any, are to be submitted on the prescribed departmental termination claim forms. On receipt of this Notice, you should apply in writing to the Contracting Authority for the required set of forms.

In preparing such claim, your attention is drawn to the above-referenced section in the General Conditions of the Contract and to Standard Instructions and Conditions 9403-2, Termination for Convenience, in Section 1 of the *Standard Acquisition Clauses and Conditions Manual*. Your claim and all related correspondence are to be addressed to the Contracting Authority.

Please confirm your receipt of this Notice by signing and returning a copy of this Notice to the Contracting Authority.

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### J0001C (15/06/98) Termination for Convenience

Effective 30/05/03, this clause is superseded by J0001C.

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**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause to confirm an initial Notice of Partial Termination for Convenience that was previously transmitted by facsimile, electronic or other written means (see J0205C), when a claim may be expected.

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A confirming Notice of Termination for Convenience shall be prepared by the contracting officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the Contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

**Note:** The initial Notice of Termination (J0205C) does not require a legal opinion and may be issued by the contracting officer in accordance with procedure 11.140 of the *Supply Manual*.

### **J0002C (30/05/03) Termination for Convenience (Partial)**

This Notice confirms the Minister's Notice of Termination to you dated \_\_\_\_\_, in respect only of Item \_\_\_\_\_ (part number, Federal Stock Number, description, quantity) of the above-referenced Contract. The termination became effective on the date of receipt by you of the said Termination Notice and it is subject to section \_\_\_\_\_ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract. You shall continue with the rest of the Work in accordance with the terms, conditions and specifications of the Contract.

You are requested to submit to the Contracting Authority, Public Works and Government Services Canada, for consideration, any claim which you may have as a result of this termination. Such claim and those of your subcontractors and/or suppliers, if any, are to be submitted on the prescribed departmental termination claim forms. On receipt of this Notice, you should apply in writing to the Contracting Authority for the required set of forms.

In preparing such claim, your attention is drawn to the above-referenced section in the General Conditions of the Contract and to Standard Instructions and Conditions 9403-2, Termination for Convenience, in Section 1 of the *Standard Acquisition Clauses and Conditions Manual*. Your claim and all related correspondence are to be addressed to the Contracting Authority.

Please confirm your receipt of this Notice by signing and returning a copy of this Notice to the Contracting Authority.

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### **J0002C (15/06/98) Termination for Convenience (Partial)**

Effective 30/05/03, this clause is superseded by J0002C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause to confirm an initial Notice of Termination for Convenience that was previously transmitted by facsimile, electronic or other written means (see J0200C or J0205C), for the complete or partial termination of the contract when the contractor has indicated that no claim will be filed.

A confirming Notice of Termination for Convenience shall be prepared by the contracting officer and shall be submitted to the Legal Advisor for review. Such Notice shall not be issued to the contractor until the Legal Advisor has applied and signed the "Reviewed by Legal Services" stamp on the confirming notice.

**Note:** The initial Notice of Termination (J0200C or J0205C) does not require a legal opinion and may be issued by the contracting officer in accordance with procedure 11.140 of the *Supply Manual*.

### **J0003C (30/05/03) Termination for Convenience**

This Notice confirms the Minister's Notice of Termination to you dated \_\_\_\_\_ in respect of the above-referenced Contract. The termination became effective on the date of receipt by you of the said Notice of Termination and it is subject to section \_\_\_\_\_ ("*Termination for Convenience*" provisions) of the General Conditions of the Contract.

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You have advised that you do not propose to make any claim against Canada or the Minister by reason of this termination. You hereby agree to release Canada, the Minister and all their servants and agents from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

Please confirm your agreement with this termination on the above terms by signing and returning a copy of this Notice to the Contracting Authority.

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### **J0003C (15/06/98) Termination for Convenience**

Effective 30/05/03, this clause is superseded by J0003C.

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**Remarks:** The following clause is applicable to maintenance service contracts.

Terminations shall not be declared without a written legal opinion. In seeking the opinion of Legal Services, the contracting officer must submit the contract file with a chronological, typed index of the documents forming the basis for the termination request, together with a short note outlining the events leading to termination. Based on this information, Legal Services will render an opinion as to whether the contractor would have a valid defence, should the Crown claim loss or damages, and advise as to the appropriate method of termination.

### **J0004D (30/10/96) Termination for Convenience**

1. Canada reserves the right to terminate the contracted services at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
  2. In the event of such termination, only the cost of maintenance services incurred and accepted up to the date of the termination shall be due and payable to the Contractor.
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### **J0004D (01/05/96) Termination for Convenience**

Effective 30/10/96, this clause is superseded by J0004D.

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**Remarks:** Terminations shall not be declared without a written legal opinion. In seeking the opinion of Legal Services, the contracting officer must submit the contract file with a chronological, typed index of the documents forming the basis for the termination request, together with a short note outlining the events leading to termination. Based on this information, Legal Services will render an opinion as to whether the contractor would have a valid defence, should the Crown claim loss or damages, and advise as to the appropriate method of termination.

### **J0005D (15/06/98) Termination for Convenience**

Canada may, by giving thirty (30) calendar days written notice, cancel any task or terminate this Contract in whole or in part, at no cost to Canada in addition to that incurred to the date of termination for the

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particular task or tasks terminated. Upon any such complete or partial termination of the Contract, the Contractor shall turn over to Canada all working papers, notes, memoranda, reports, software programs, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract.

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**J0005D (30/10/96) Termination for Convenience**

Effective 15/06/98, this clause is superseded by J0005D.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause to stop the work using a facsimile, electronic or other written initial Notice of Termination for Convenience, when the client has requested (in writing) the cancellation or termination of the entire contract.

**Note:** Your Legal Advisor need not be consulted at this stage if the termination is due to the specified circumstances set forth in procedure 11.131 of the *Supply Manual*; however, your Legal Advisor must be consulted to review the confirming Notice of Termination.

**J0200C (30/05/03) Notice of Termination for Convenience**

The Minister of Public Works and Government Services hereby terminates Contract No. \_\_\_\_\_ in its entirety pursuant to the Termination for Convenience provisions of the Contract.

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract, including the work of your subcontractors. You are to provide the Contracting Authority with current detailed status information and your estimate of termination claim, if any. You are to place no further orders and incur no further expense. A confirming Notice of Termination with additional information will follow.

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**J0200C (12/05/00) Notice of Termination for Convenience**

Effective 30/05/03, this clause is superseded by J0200C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause to stop the work using a facsimile, electronic or other written initial Notice of Termination for Convenience, when the client has requested (in writing) the cancellation or termination of a portion of the contract.

**Note:** Your Legal Advisor need not be consulted at this stage if the termination is due to the specified circumstances set forth in procedure 11.131 of the *Supply Manual*; however, your Legal Advisor must be consulted to review the confirming Notice of Partial Termination.

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**J0205C (30/05/03) Notice of Termination for Convenience - Partial**

The Minister of Public Works and Government Services hereby partially terminates Contract No. \_\_\_\_\_, in respect of Item No. \_\_\_\_\_ (part number, Federal Stock Number, description, quantity) only, pursuant to the Termination for Convenience provisions of the Contract.

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract on the said Item, including the work of your subcontractors. You are to provide the Contracting Authority with current detailed status information and your estimate of termination claim, if any. You are to place no further orders and incur no further expense with respect to said Item. A confirming Notice of Partial Termination with additional information will follow.

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**J0205C (12/05/00) Notice of Termination for Convenience - Partial**

Effective 30/05/03, this clause is superseded by J0205C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause to confirm a facsimile, electronic or other written Stop Work Order, when the client has requested (in writing) a suspension of the contract in order to investigate Canada's alternatives and/or a review of the contract status is required before deciding whether termination is appropriate and, if so, the type and extent of termination (including a termination for default).

**J0500C (30/05/03) Stop Work Order - Suspension of the Contract**

This Stop Work Order is issued pursuant to section \_\_\_\_\_ ("Suspension of the Work" provisions) of the General Conditions, if any, in respect of Contract No. \_\_\_\_\_.

You are directed by the Minister of Public Works and Government Services to stop immediately all Work related to this Contract, including the work of your subcontractors, until further notice by the Contracting Authority. You are to place no further orders and incur no further expense. You are also to provide the Contracting Authority with current detailed Contract status information.

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**J0500C (12/05/00) Stop Work Order - Suspension of the Contract**

Effective 30/05/03, this clause is superseded by J0500C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause when preparing a facsimile, electronic or other written Rescission of Stop Work Order that does not refer to any termination.

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**J0501C (30/05/03) Stop Work Order, Rescission of**

Stop Work Order dated \_\_\_\_\_ and issued pursuant to section \_\_\_\_\_ ("Suspension of Work" provision) of the General Conditions in respect of Contract No. \_\_\_\_\_, is hereby rescinded.

You are directed to resume work in accordance with this Contract and to inform the Contracting Authority immediately, in writing, if performance of the Work will be affected by the suspension.

You are entitled to be paid additional costs and expenses reasonably and properly incurred as a result of the suspension of Work, plus a fair profit thereon. You should apply in writing to the Contracting Authority for the required set of forms in order to submit any claim for payment.

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**J0501C (30/10/96) Stop Work Order, Rescission of**

Effective 30/05/03, this clause is superseded by J0501C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the Contractor fails to make deliveries in accordance with the terms, conditions or specifications of the contract.

**J1000C (15/06/98) Termination for Default**

This is further to the Minister's Stop Work Order dated \_\_\_\_\_. ***【\*\*Include this sentence only if a Stop Work Order was sent by the Contracting Officer.】***

As you are in default under the above-referenced Contract in that you have not delivered the supplies or services specified therein, in accordance with the specifications, terms, and conditions of the Contract, the Minister of Public Works and Government Services hereby terminates the Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

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**J1000C (01/06/91) Termination for Default**

Effective 15/06/98, this clause is superseded by J1000C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when preparing a Partial Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the contractor fails to deliver part of the goods in accordance with the terms, conditions and specifications of the contract.

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### J1001C (01/12/00) Termination for Default (Partial)

This is further to the Minister's Stop Work Order dated \_\_\_\_\_. **[\*\*Include this sentence only if a Stop Work Order was sent by the Contracting Officer.]**

As you are in default under the above-referenced Contract in that you have not delivered certain items specified therein, in accordance with the specifications, terms, and conditions of the Contract, the Minister of Public Works and Government Services hereby partially terminates the Contract pursuant to the "Default by the Contractor" provisions of the General Conditions forming part of the Contract in respect of the following item(s) only:

Description of items

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You shall continue with the rest of the Work in accordance with the specifications, terms and conditions of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price of the terminated item(s) which Canada may be obliged to pay in procuring the said items elsewhere.

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### J1001C (15/06/98) Termination for Default (Partial)

Effective 01/12/00, this clause is superseded by J1001C.

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### J1002C (01/06/91) Default

Effective 31/03/95, this clause is superseded by K0028D.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when default arises as a result of bankruptcy, receivership, or insolvency.

### J1003C (15/06/98) Termination for Default

This is further to our Stop Work Order dated \_\_\_\_\_. **[\*\*Include this sentence only if a Stop Work Order was sent by the Contracting Officer.]**

As a direct result of your [bankruptcy, receivership, or insolvency] you are in default under the above-referenced Contract and, pursuant to the "*Default by the Contractor*" provisions of the General Conditions forming part of the Contract, the Minister of Public Works and Government Services hereby terminates the Contract in respect to all supplies and services described therein.

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The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

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**J1003C (01/06/91) Termination for Default**

Effective 15/06/98, this clause is superseded by J1003C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when preparing a complete Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the Contractor indicates inability or unwillingness to perform the contract before the delivery date.

**J1004C (15/06/98) Termination for Default**

This is further to your facsimile/letter of \_\_\_\_\_ addressed to \_\_\_\_\_.

As you have indicated that you are unwilling or unable to deliver the supplies or services described in the above-referenced Contract in accordance with the specifications, terms and conditions of the Contract, the Minister of Public Works and Government Services hereby terminates the said Contract pursuant to the "*Default by the Contractor*" provisions of the General Conditions forming part of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price which Canada may be obliged to pay in procuring the said supplies and services elsewhere.

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**J1004C (30/10/96) Termination for Default**

Effective 15/06/98, this clause is superseded by J1004C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when preparing a Partial Termination for Default, only after a supporting legal opinion or approval from a Legal Advisor has been obtained, when the contractor indicates inability or unwillingness to perform part of the contract.

**J1005C (15/06/98) Termination for Default - Partial**

This is further to your facsimile/letter of \_\_\_\_\_ addressed to \_\_\_\_\_.

As you have indicated that you are unwilling or unable to deliver certain items specified in the above-referenced Contract in accordance with the specifications, terms and conditions of the Contract, the Minister of Public Works and Government Services hereby partially terminates the said Contract pursuant to the "*Default by the Contractor*" provisions of the General Conditions forming part of the Contract in respect of the following items(s) only:

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Description of items

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You shall continue with the rest of the Work in accordance with the specifications, terms and conditions of the Contract.

The Minister reserves Canada's right under the Contract to charge you for all losses and damages which may be suffered by Canada by reason of your default, including any amount in excess of the Contract Price of the terminated item(s) which Canada may be obliged to pay in procuring the items elsewhere.

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**J1005C (30/10/96) Termination for Default - Partial**

Effective 15/06/98, this clause is superseded by J1005C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text in preparing a Termination by Mutual Consent only after a supporting legal opinion or approval from a Legal Advisor has been obtained.

**J2000C (15/06/98) Termination by Mutual Consent**

The above-referenced Contract is hereby terminated by mutual consent of the parties with respect to the supplies and services mentioned therein. The parties mutually agree to release each other, their servants and agents from all claims and demands arising out of this termination or out of anything done or omitted to be done under the Contract.

Please confirm your agreement with this termination on the above terms by signing and returning a copy of this Notice to the Contracting Authority.

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**J2000C (01/06/91) Termination by Mutual Consent**

Effective 15/06/98, this clause is superseded by J2000C.

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**J3000C (01/06/91) Standing Offer, Withdrawal from**

Effective 01/12/92, this clause is superseded by M9024C.

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**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following text when the supplier wants to withdraw from a Standing Offer. If the Standing Offer is under seal, however, consult Legal Services.

**J3005C (31/03/95) Standing Offer - Withdrawal**

This notice acknowledges receipt of your request by letter dated \_\_\_\_\_ to withdraw and cancel Standing Offer \_\_\_\_\_ (insert Standing Offer number), effective as of \_\_\_\_\_ (insert date of withdrawal). You hereby acknowledge, however, that any call-ups under the Standing Offer received by you on or before that date will be fulfilled in accordance with the terms of the Standing Offer.

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**J4000D (01/06/91) Liquidated Damages**

Effective 29/10/93, this clause is superseded by D0024D.

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