

CLAUSE I-59 – GRATUITIES (August 2002)

- (a) The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the SURA Business Services Director or a designee determines that the Subcontractor, its agent or another representative –
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of SURA; and
 - (2) Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this subcontract is terminated under paragraph (a) above, SURA is entitled to pursue the same remedies as in a breach of the subcontract. In addition to any other damages provided by law, to exemplary damages of not less than three (3) nor more than ten (10) times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as determined by the agency head or designee. (This sentence is applicable only if this subcontract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of SURA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.