

CLAUSE I-136 – TERMINATION FOR CAUSE (August 2002)

- (a) SURA may terminate this subcontract or any part hereof, for cause in the event of default, by the Subcontractor or, if the Subcontractor fails to comply with any of the terms of the subcontract, or fails to provide SURA, upon request, adequate assurance of future performance. In the event of termination for cause SURA shall not be liable for any amount for items not accepted.
- (b) If this subcontract is terminated for cause, SURA may require Subcontractor to deliver to SURA any supplies and materials, manufacturing materials, and manufacturing drawings that Subcontractor has specifically produced or acquired for the terminated portion of this subcontract. SURA shall pay the agreed upon price for completed items delivered and accepted. SURA and Subcontractor shall agree on the amount of payment for all other deliverables.
- (c) Subcontractor shall not be liable to SURA for delays in performance occasioned by causes beyond Subcontractor's reasonable control and without the fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusual severe weather, and delays of Subcontractor's supplies at any tier. However, the delays of subcontractor's suppliers at any tier must be proved to be beyond the control of both subcontractor and the suppliers and without fault or negligence of either.
- (d) The rights and remedies of SURA in this clause are in addition to any other rights and remedies provided by law or under the subcontract.