

49.601-2 Letter notice.

The following letter notice of termination is suggested for use if a contract for *supplies* is being terminated for convenience. With appropriate modifications, it *may* be used in terminating contracts for other than *supplies* and in terminating subcontracts. This notice *shall* be sent by certified mail, return receipt requested, or electronically, provided evidence of receipt is received by the *contracting officer*. If no prior electronic notice was issued, or if no confirmation of an electronic notice was received, use the *alternate* notice that follows this notice.

Notice of Termination to Prime Contractors

[At the top of the notice, set out all special details relating to the particular termination; e.g., name and address of company, contract number of terminated contract, line items, etc.]

(a) *Effective date of termination.* This confirms the Government's electronic notice to you dated _____, 20____, terminating _____ [insert "completely" or "in part"] Contract No. _____ (referred to as "the contract") for the Government's convenience under the clause entitled _____ [insert title of appropriate termination clause]. The termination is effective on the date and in the manner stated in the electronic notice.

(b) *Cessation of work and notification to immediate subcontractors.* You *shall* take the following steps:

(1) Stop all work, make no further *shipments*, and place no further orders relating to the contract, except for-

(i) The *continued portion of the contract*, if any;

(ii) Work-in-process or other materials that you *may* wish to retain for your own account; or

(iii) Work-in-process that the *Contracting Officer* authorizes you to continue (A) for safety precautions, (B) to clear or avoid damage to equipment, (C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or (D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the *Contracting Officer* by telephone or personal conference and obtain instructions.)

(2) Keep adequate records of your compliance with paragraph (b)(1) of this section showing the-

(i) Date you received the Notice of Termination;

(ii) Effective date of the termination; and

(iii) Extent of completion of performance on the effective date.

(3) Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice-

(i) Specify your Government contract number;

(ii) State whether the contract has been terminated completely or partially;

(iii) Provide instructions to stop all work, make no further *shipments*, place no further orders, and

terminate all subcontracts under the contract, subject to the exceptions in paragraph (b)(1) of this section;

(iv) Provide instructions to submit any *settlement proposal* promptly; and

(v) Request that similar notices and instructions be given to its immediate subcontractors.

(4) Notify the *Contracting Officer* of all pending legal proceedings that are based on subcontracts or *purchase orders* under the contract, or in which a lien has been or *may* be placed against *termination inventory* to be reported to the Government. Also, promptly notify the *Contracting Officer* of any such proceedings that are filed after receipt of this Notice.

(5) Take any other action required by the *Contracting Officer* or under the Termination clause in the contract.

(c) *Termination inventory.*(1)As instructed by the *Contracting Officer*, transfer title and deliver to the Government all *termination inventory* of the following types or classes, including subcontractor *termination inventory* that you have the right to take: [*Contracting Officer insert proper identification or "None"*].

(2) To settle your proposal, it will be necessary to establish that all prime and subcontractor *termination inventory* has been properly accounted for. For detailed information, see [part 45](#).

(d) *Settlements with subcontractors.* You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these *settlement proposals* as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of [part 49](#).

(e) *Completed end items.*(1) Notify the *Contracting Officer* of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal (see [49.205](#)).

(2) *Invoice* acceptable completed end items under the contract in the usual way and do not include them in the *settlement proposal*.

(f) *Patents.* If required by the contract, promptly forward the following to the *Contracting Officer*:

(1) Disclosure of all inventions, discoveries, and patent applications made in the performance of the contract.

(2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

(g) *Employees affected.*(1)If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to-

(i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers;

(ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;

(iii) Advise affected employees to file applications with the State Employment Service to qualify for

unemployment *insurance*, if necessary;

(iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and

(v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to *offer* practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(2) If practicable, urge subcontractors to take similar actions to those described in paragraph (1) of this section.

(h) *Administrative*. The *contract administration office* named in the contract will identify the *Contracting Officer* who will be in charge of the settlement of this termination and who will, upon request, provide the necessary settlement forms. Matters not covered by this notice *should* be brought to the attention of the undersigned.

(i) Please acknowledge receipt of this notice as provided below.

_____ (*Contracting Officer*)

(Name of Office)

_____ (Address)

Acknowledgment of Notice

The undersigned acknowledges receipt of a signed copy of this notice on _____, 20___. Two signed copies of this notice are returned.

_____ (Name of Contractor)

By _____ (Name)

_____ (Title)

(End of notice)

Alternate notice. Substitute the following paragraph (a) for paragraph (a) of 49.601-2, Notice of Termination to Prime Contractors, if no prior electronic notice was issued, or if no confirmation of an electronic notice was received:

(a) *Effective date of termination*. You are notified that Contract No. _____ (referred to as "the contract") is terminated _____ [*insert "completely" or "in part"*] for the Government's convenience under the clause entitled _____ [*insert title of appropriate termination clause*]. The termination is effective _____ [*insert either "immediately upon receipt of this Notice" or "on _____, 20___," or "as soon as you have delivered, including prior deliveries, the following items:" (list)*]. Reduce items to be delivered as follows: [*insert instructions*].

Parent topic: 49.601 Notice of termination for convenience.