49.603-7 No-cost settlement agreementpartial termination.

[Insert the following in Block 14 of $\underline{SF 30}$ if a no-cost settlement agreement, under partial termination, is to executed.]

(a) This *supplemental agreement* modifies the contract to reflect a no-cost *settlement agreement* with respect to the Notice of Termination dated _____.

(b) The parties agree as follows:

(1) The terminated portion of the contract is as follows: [Specify-

(i) *Line item numbers*,

(ii) descriptions,

(iii) quantity terminated,

(iv) unit and total price of terminated items, and

(v) any other explanation necessary to avoid uncertainty or misunderstanding.]

(2) The Contractor unconditionally waives any charges against the Government arising under the *terminated portion of the contract* or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the *terminated portion of the contract*. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the *terminated portion of the contract*. Nothing in this paragraph affects any other covenants, terms, or conditions of the contract. Under the *terminated portion of the contract*, the following rights and liabilities of the parties are reserved: [*List reserved or excepted rights and liabilities*. *See* <u>49.109-2</u> *and* <u>49.603-1(b)(7).</u>]

(End of agreement)

Parent topic: 49.603 Formats for termination for convenience settlement agreements.