

- 55.3 The Final Contract Sum comprises of the following amounts or sums:
- (a) the amount which would have been payable under the Contract on completion in accordance with the Contract, allowing any variations or other matters which would have resulted in an adjustment of the original Contract Sum; and
 - (b) any other sums which the Government might be entitled under the terms of the Contract to deduct from the original Contract Sum,
- had the Contractor's employment not been terminated.
- 55.4 The Certificate of Termination Costs shall state the difference between the Final Contract Sum and the Completion Cost. If the Final Contract Sum is less than the Completion Cost, the difference shall be a debt payable by the Contractor to the Government and if greater the difference shall be a debt payable by the Government to the Contractor.
- 55.5 The Certificate of Termination Costs shall be binding and conclusive on the Contractor as to the amount of such loss or damage specified therein.
- 55.6 In the event the completion of the Works being undertaken departmentally, allowance shall be made, when ascertaining the amount to be certified as costs and expense incurred by the Government, for cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit as would be incurred if the Works were completed by other contractors or persons.

56.0 SURVIVING RIGHTS

Any termination under this Contract shall not affect the liability of either Party hereto for any of its acts or omissions during the period of the Contract and both Parties shall thereafter continue to be so liable and shall keep the other Party hereto indemnified and hold harmless in respect of any claims arising therefrom.

57.0 EFFECT OF FORCE MAJEURE

- 57.1 Neither the Government nor the Contractor shall be in breach of its obligations under this Contract if it is unable to perform its obligation under this Contract (or any part of thereof), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.
- 57.2 An "Event of Force Majeure" is an event beyond the control of both Parties which are:
- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
 - (b) insurrection, revolution, rebellion, military or usurped power, civil war, terrorism;
 - (c) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
 - (d) nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligence act, omission or default of the Contractor, its agents or personnel);
 - (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and