

TERMINATION OF CONTRACT AGREEMENT

Prepared in accordance with Zambian Law

THIS TERMINATION AGREEMENT is made and entered into on this ____ day of _____, 20, by and between:

PARTIES:

[Party A – Full Legal Name],
of [Registered Address],
Registration/NRC No: _____
(hereinafter referred to as the “First Party”)

AND

[Party B – Full Legal Name],
of [Registered Address],
Registration/NRC No: _____
(hereinafter referred to as the “Second Party”)

(Collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties entered into a contract titled “**[Name of Original Agreement]**” dated ____ day of _____, 20, hereinafter referred to as the “Principal Agreement”;

AND WHEREAS, the Parties wish to mutually terminate or one Party has lawfully elected to terminate the Principal Agreement pursuant to the provisions contained therein and/or applicable Zambian law;

PC | LP

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERMINATION

1.1 The Principal Agreement is hereby **terminated with effect from [Insert Effective Termination Date]**.

1.2 This Termination is effected in accordance with:

- ☐ Clause [X] of the Principal Agreement
- ☐ Mutual consent of the Parties
- ☐ Applicable law (e.g., Section 27 of the Contracts Act, Cap. 149)

1.3 Each Party shall be discharged from all further obligations under the Principal Agreement, save for those expressly intended to survive termination, including but not limited to confidentiality, dispute resolution, or indemnity provisions.

2. OUTSTANDING OBLIGATIONS

2.1 The Parties agree to the following in respect of outstanding obligations:

- Payment of any outstanding dues up to the date of termination
 - Return of confidential or proprietary materials
 - Completion of handover documentation where required
 - Waiver or enforcement of any specific obligations (if applicable)
-

3. RELEASE & WAIVER

Each Party hereby releases the other from any and all claims, demands, and liabilities, known or unknown, arising out of or in connection with the Principal Agreement, except for claims arising from any breach of this Termination Agreement or any surviving clauses of the Principal Agreement.

4. GOVERNING LAW

This Termination Agreement shall be governed by and construed in accordance with the Laws of the **Republic of Zambia**, including but not limited to:

- **Contracts Act**, Cap. 149
 - **Companies Act No. 10 of 2017** (if either Party is a corporate body)
 - **Employment Code Act No. 3 of 2019** (if an employment contract)
 - **Arbitration Act**, Cap. 40 (if applicable for dispute resolution)
-

5. DISPUTE RESOLUTION

5.1 Any dispute arising out of or in connection with this Termination Agreement shall be resolved:

- ☐ In accordance with the dispute resolution mechanism in the Principal Agreement
 - ☐ Through mediation and, if unresolved, referred to the **High Court for Zambia**
 - ☐ By arbitration under the Arbitration Act, Cap. 40
-

6. ENTIRE AGREEMENT

This document constitutes the full and entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral understandings relating to the termination of the Principal Agreement.

7. CONFIDENTIALITY

The terms and existence of this Termination Agreement shall be treated as confidential, unless disclosure is required by law or competent authority.

EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date first written above.

SIGNED by the FIRST PARTY

Name: _____

Designation: _____

Signature: _____

Date: ____ / ____ / 20____

[Company/Personal Stamp if applicable]

SIGNED by the SECOND PARTY

Name: _____

Designation: _____

Signature: _____

Date: ____ / ____ / 20____

[Company/Personal Stamp if applicable]

WITNESSES

Witness for First Party:

Name: _____

NRC No.: _____

Signature: _____

Date: _____

Witness for Second Party:

Name: _____

NRC No.: _____

Signature: _____

Date: _____