

CONTROLLED SEPARATION AGREEMENT

Location: _____

Effective Date: _____

PARTY INFORMATION

Employee Full Name: _____

Employer Full Name: _____

Employee Address: _____

Employer Address: _____

RECITALS

WHEREAS, Employee and Employer desire to enter into an agreement to mutually terminate their employment relationship under the terms and conditions set forth below; and WHEREAS, the parties intend for this Agreement to be a complete and binding resolution of all matters arising out of their employment and separation; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Separation Date and Termination of Employment

Employee's employment with Employer shall terminate on the Separation Date specified herein. On and after such date, Employee shall cease all work for Employer and shall not represent Employer in any capacity.

2. Separation Compensation

Employer agrees to pay Employee the sum specified as Separation Compensation. This amount represents full and final payment for all work performed and all obligations arising under the employment relationship.

3. Benefits and Accrued Obligations

Employee shall receive payment or continuation of all earned but unpaid wages, accrued but unused vacation or paid time off, and any other benefits as required by law or Employer policy, up to the Separation Date.

4. Release of Claims

Employee releases and forever discharges Employer and its affiliates from any and all claims, demands, damages, actions, or causes of action, whether known or unknown, arising out of or related to Employee's employment or separation.

5. Confidentiality

Employee agrees to keep confidential and not disclose any proprietary or confidential information of Employer obtained during employment, except as required by law or authorized by Employer in writing.

6. Non-Disparagement

Employee and Employer each agree not to make any statements or take any actions that disparage or defame the other or their respective affiliates, officers, directors, or employees.

7. Return of Property

Employee agrees to return all Employer property, including but not limited to documents, electronic devices, keys, access cards, and confidential information, on or before the Separation Date.

8. Cooperation

Employee agrees to cooperate with Employer in any matters arising out of Employee's employment or termination, including but not limited to litigation, investigations, or audits.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements or understandings, whether written or oral.

11. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by either party.

12. Voluntary Agreement

Employee acknowledges that Employee has read this Agreement, understands its terms, and signs it voluntarily and without coercion.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. Amendment

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

15. Headings

Headings in this Agreement are for convenience only and shall not affect its interpretation.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

17. No Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

18. Representations and Warranties

Each party represents and warrants that it has full authority to enter into and perform under this Agreement.

19. Advice of Counsel

Employee acknowledges having had the opportunity to consult with independent legal counsel prior to executing this Agreement.

20. Effective Date

This Agreement shall become effective on the date it is signed by the last party to sign below.

EMPLOYEE'S SIGNATURE

EMPLOYER'S SIGNATURE

Signature: _____

Signature: _____

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