

MASSACHUSETTS SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

Employee Name: _____

Employer Name: _____

RECITALS

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties desire to enter into a separation agreement to resolve all matters arising out of the employment relationship;

AGREEMENT

1. Termination of Employment

Employee's employment with Employer shall terminate effective immediately upon execution of this Agreement (the "Separation Date"). Employee acknowledges that all obligations of Employer under the employment relationship shall cease as of the Separation Date, except as otherwise set forth herein.

2. Separation Payment

Employer agrees to pay Employee a separation payment in the amount of \$_____, less all applicable withholdings and deductions. Payment shall be made in accordance with Employer's normal payroll practices within ____ days following the Separation Date.

3. Benefits

Employee's participation in all benefit plans and programs of Employer shall cease as of the Separation Date, except as otherwise required by law or provided in writing. Employee acknowledges receipt of information regarding continuation of benefits under COBRA or other applicable laws.

4. Release of Claims

In consideration of the separation payment and other promises contained herein, Employee, on behalf of themselves and their heirs, executors, administrators, and assigns, hereby releases and forever discharges Employer and its affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, causes of action, or liabilities, whether known or unknown, arising out of or related to Employee's employment or termination thereof, including but not limited to claims under federal, state, or local laws.

5. Confidentiality

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

6. Non-Disparagement

Employee agrees not to make any statements, written or oral, whether to third parties or through any media, that disparage or damage the reputation of Employer or its affiliates, officers, directors, or employees. Employer agrees to instruct its officers and directors to refrain from disparaging Employee.

7. Return of Property

Employee agrees to return all Employer property, including but not limited to keys, equipment, documents, and electronic devices, no later than the Separation Date.

8. No Admission of Liability

This Agreement does not constitute an admission by Employer of any wrongdoing or violation of law. Both parties acknowledge that this Agreement is a compromise of disputed claims.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles.

10. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter herein.

11. Modification

No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties.

12. Severability

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

13. Voluntary Agreement

Employee acknowledges that they have read this Agreement, understand its terms, have had a reasonable opportunity to consult with counsel, and enter into it voluntarily and without duress.

14. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision.

15. Effective Date

This Agreement shall become effective upon execution by both parties (the "Effective Date").

16. No Reemployment

Employee agrees that they will not seek or accept reemployment with Employer unless agreed in writing by Employer.

17. Cooperation

Employee agrees to cooperate with Employer in any investigation or litigation arising from events occurring during the course of employment if requested, at Employer's expense.

18. Representation

Employee represents that they have not assigned or transferred any claims released herein to any other person or entity.

19. Counterparts

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

20. Acknowledgment

Employee acknowledges that by signing this Agreement, they are waiving certain legal rights and that they have been advised to consult with an attorney prior to execution.

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

Date: _____

Date: _____

Signature: _____

Signature: _____

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