

Mutual Separation Agreement

This **Mutual Separation Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**") by and between the following parties:

Employer

Employee

The Employer and the Employee are collectively referred to as the "**Parties**" and individually as a "**Party**."

Recitals

WHEREAS, the Employee has been employed by the Employer under the terms of an employment relationship beginning on _____;

WHEREAS, the Parties have mutually agreed that it is in their respective interests to end the employment relationship on amicable terms;

WHEREAS, the Parties wish to establish the terms and conditions governing the separation of employment and resolve all matters relating to the employment relationship to the extent permitted by applicable law;

NOW, THEREFORE, in consideration of the mutual promises and commitments contained in this Agreement, the Parties agree as follows.

1. Mutual Agreement to Separate

The Parties mutually agree that the Employee's employment with the Employer shall end effective _____ ("**Separation Date**"). The separation is voluntary and made by mutual consent.

Neither Party shall characterize the separation as a termination for cause, resignation under dispute, or disciplinary action unless required by law.

2. Final Compensation

The Employer shall pay the Employee all earned but unpaid wages, salary, commissions, bonuses, reimbursements, accrued paid time off, or any other compensation due under applicable law and the Employer's policies, less any required deductions and withholdings.

Any final payment shall be made on or before the date required by applicable law or, if no such requirement exists, within a reasonable period following the Separation Date.

3. Separation Benefits

Subject to the Employee's compliance with this Agreement, the Employer shall provide the following separation benefits:

Benefit	Description
Separation Payment	
Payment Date	
Benefits Continuation	
Other Benefits	

The Parties acknowledge that any separation benefits provided under this Agreement are in addition to any compensation otherwise required by applicable law, unless expressly stated otherwise.

4. Return of Company Property

On or before the Separation Date, the Employee shall return all property belonging to the Employer, including but not limited to equipment, identification cards, documents, electronic devices, storage media, access credentials, keys, credit cards, confidential records, and any other materials obtained during employment.

The Employee confirms that, to the best of their knowledge, all Employer property has been returned or will be returned by the agreed date and that no unauthorized copies of confidential materials will be retained.

5. Confidential Information

The Employee acknowledges that any confidentiality obligations arising from previous agreements, company policies, or applicable law shall remain in effect following the separation of employment.

The Employee shall not disclose or misuse confidential or proprietary information obtained during employment except as permitted by law or with the Employer's prior written consent.

6. Non-Disparagement

The Parties agree to refrain from making false or malicious statements that could reasonably be expected to damage the reputation, business interests, or professional standing of the other Party.

Nothing in this Agreement shall prevent either Party from providing truthful information when required by law, legal process, or governmental authority.

7. Future Cooperation

Following the Separation Date, the Employee agrees to provide reasonable cooperation in connection with matters relating to work performed during employment, including responding to reasonable requests for information or assistance.

Unless otherwise required by law or previously agreed, the Employer shall reimburse the Employee for any reasonable, pre-approved expenses incurred while providing such assistance.

8. References

If the Employer elects to provide employment references, it shall provide factual information regarding the Employee's position, employment dates, and other information consistent with the Employer's standard reference practices unless otherwise agreed in writing.

9. Taxes

The Employee shall be responsible for any personal tax obligations arising from payments received under this Agreement to the extent required by applicable law. The Employer shall make all required payroll deductions and tax withholdings.

10. No Admission of Liability

This Agreement reflects a mutually agreed resolution of the employment relationship. Neither Party admits any wrongdoing, violation of law, breach of contract, or liability by entering into this Agreement.

11. Entire Agreement

This Agreement constitutes the complete understanding between the Parties concerning the subject matter addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to the separation of employment, whether written or oral.

12. Amendments

No amendment or modification of this Agreement shall be valid unless it is made in writing and signed by both Parties.

13. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to its conflict of law principles.

The Parties agree to make reasonable efforts to resolve any dispute arising from this Agreement through good-faith negotiation before pursuing any legal proceedings. If a dispute cannot be resolved through negotiation, either Party may pursue the remedies available under applicable law.

15. Voluntary Execution

Each Party acknowledges that it has carefully read this Agreement, understands its contents, has had the opportunity to seek independent professional advice if desired, and enters into this Agreement voluntarily and without coercion or undue influence.

16. Counterparts and Electronic Signatures

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

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and voluntarily agree to the terms of this Mutual Separation Agreement.

Employer

Name

Date

Signature

Employee

Name

Date

Signature



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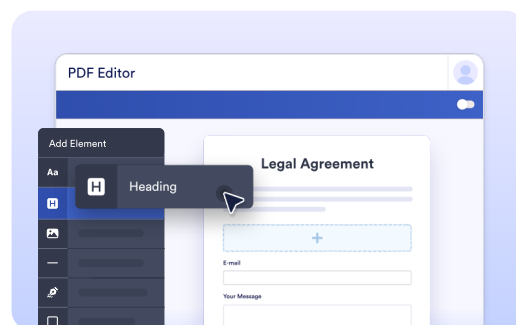
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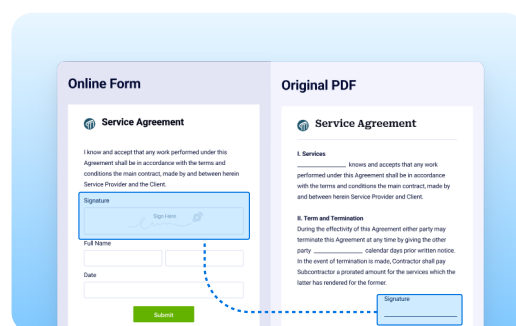
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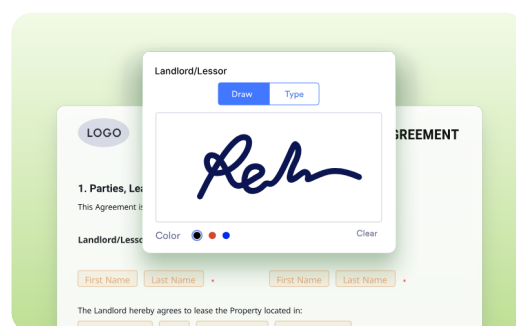
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