

Separation and Release Agreement

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

Employer

Employee

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

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

WHEREAS, the Parties have agreed to end the employment relationship on mutually acceptable terms;

WHEREAS, the Parties wish to fully resolve matters arising from the Employee's employment and separation, subject to the terms of this Agreement;

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

1. Separation of Employment

The Employee's employment with the Employer shall end effective _____ ("**Separation Date**"). The Employee acknowledges that, except as expressly stated in this Agreement, all employment rights, duties, and obligations shall cease on the Separation Date.

2. Separation Benefits

In consideration for the Employee's acceptance of this Agreement and the commitments contained herein, the Employer shall provide the following separation benefits:

Benefit	Description
Separation Payment	
Accrued Compensation	
Benefits Continuation	
Other Consideration	

The Employee acknowledges that the separation benefits described in this Agreement constitute consideration beyond any compensation or benefits already owed under applicable law or existing contractual obligations.

3. Final Compensation

The Employer shall pay the Employee all earned wages, salary, commissions, reimbursable business expenses, and any other compensation due through the Separation Date, less all applicable deductions and withholdings.

4. Return of Employer Property

No later than _____, the Employee shall return all Employer property, including but not limited to:

- Computers, mobile devices, access cards, keys, and equipment.
- Documents, records, files, and confidential materials.
- Storage devices and electronic data belonging to the Employer.
- Any other property issued or owned by the Employer.

The Employee represents that no Employer property or confidential information will be retained except with the Employer's written authorization.

5. Confidential Information

The Employee acknowledges continuing obligations to protect the Employer's confidential and proprietary information acquired during employment. The Employee shall not disclose or misuse such information except as permitted by law or authorized in writing by the Employer.

Nothing in this Agreement prevents the Employee from making disclosures that are protected or required by applicable law.

6. Release of Claims

In exchange for the consideration provided under this Agreement, the Employee releases and forever discharges the Employer, together with its affiliates, officers, directors, employees, successors, and assigns, from all claims, demands, liabilities, and causes of action arising from or relating to the Employee's employment or separation that exist as of the date this Agreement is signed.

This release applies to claims arising under contract, common law, statute, or any other legal theory to the extent permitted by applicable law.

This release does not apply to:

- Rights that cannot legally be waived.
- Obligations created by this Agreement.
- Claims arising after the execution of this Agreement.

7. No Admission of Liability

The Parties agree that this Agreement is entered into solely to resolve matters relating to the employment relationship. Neither the execution of this Agreement nor the payment of any consideration shall be construed as an admission of wrongdoing, liability, or unlawful conduct by either Party.

8. Non-Disparagement

The Parties agree not to knowingly make false or malicious statements that could reasonably harm the reputation of the other Party or its officers, employees, or representatives.

Nothing in this clause restricts truthful statements required by law or made during legal proceedings.

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The Parties agree not to knowingly make false or malicious statements that could reasonably harm the reputation of the other Party or its officers, employees, or representatives.

Nothing in this clause restricts truthful statements required by law or made during legal proceedings.

9. Future Cooperation

The Employee agrees to provide reasonable assistance regarding matters relating to work performed during employment if requested by the Employer. The Employer shall reimburse reasonable, pre-approved expenses incurred in providing such assistance.

10. Taxes

The Employee acknowledges responsibility for any personal tax obligations arising from payments received under this Agreement, except to the extent the Employer is legally required to withhold or remit taxes.

11. Confidentiality of Agreement

Except as required by law or as reasonably necessary for legal, financial, or tax advice, the Parties agree to maintain the confidentiality of this Agreement and its terms.

12. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the Employee's separation of employment and supersedes all prior oral or written discussions, negotiations, or agreements concerning the matters addressed herein.

13. Amendments

Any amendment or modification of this Agreement shall be valid only if made in writing and signed by both Parties.

14. Severability

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

15. Governing Law and Dispute Resolution

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

The Parties agree to make reasonable efforts to resolve disputes arising under this Agreement through good-faith negotiations before pursuing available legal remedies.

16. Voluntary Execution

Each Party acknowledges that:

- They have carefully read this Agreement.
- They understand its contents and legal effect.
- They have had the opportunity to seek independent legal or professional advice before signing.
- They are entering into this Agreement voluntarily and without coercion or undue influence.

17. Counterparts and Electronic Signatures

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

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

Signatures

Employer

Employee

Name

Name

Date

Date

Signature

Signature



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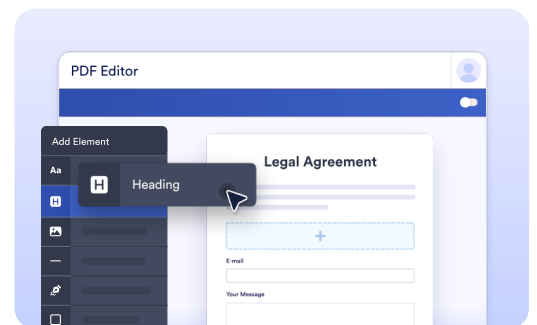
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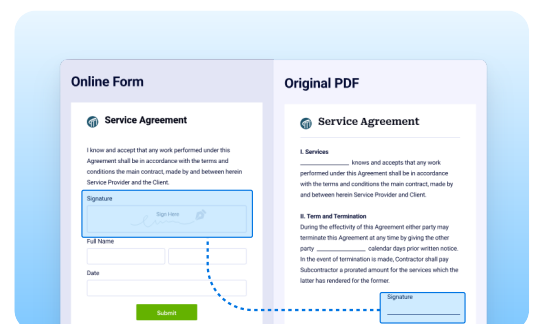
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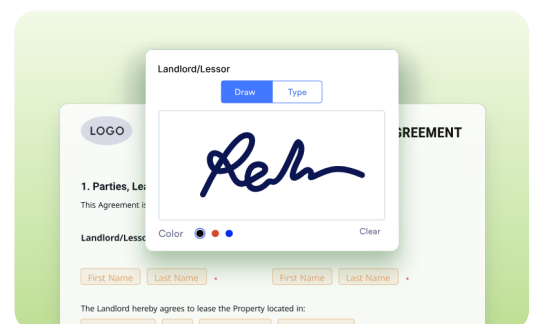
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