

# EMPLOYEE SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement ("Agreement") is entered into by and between [Company Name] ("Employer") and [Employee Name] ("Employee").

**1. Separation of Employment** The Employee's last day of employment with the Employer will be [Date] ("Separation Date"). As of the Separation Date, the Employee's salary and benefits will cease, except as expressly provided in this Agreement or as required by applicable law.

**2. Consideration (Severance Payment)** In consideration for the Employee signing this Agreement and complying with the promises made herein, the Employer agrees to provide the following:

- **Severance Pay:** A total payment of \$[Amount], less applicable taxes and withholdings.
- **Payment Schedule:** This amount will be paid in [Lump Sum / Weekly Installments] starting on the first regular payroll date following the Effective Date of this Agreement.
- **Health Benefits:** [Optional: Describe COBRA coverage or health benefit extensions, or write "Not Applicable"].

The Employee acknowledges that they are not otherwise entitled to this consideration but for their execution of this Agreement.

**3. Return of Company Property** By the Separation Date, the Employee agrees to return all Employer property, including but not limited to: laptops, mobile devices, keys, access cards, credit cards, proprietary documents, client lists, and any other materials belonging to the Employer.

**4. General Release of Claims** The Employee knowingly and voluntarily releases and forever discharges the Employer, its affiliates, officers, directors, and employees from any and all claims, causes of action, or liabilities arising out of or relating to the Employee's employment or separation from employment. This includes, but is not limited to, claims for wrongful termination, discrimination, harassment, breach of contract, or violation of any federal, state, or local employment laws.

**5. Confidentiality** The Employee agrees to keep the terms of this Agreement confidential. Furthermore, the Employee acknowledges their continuing obligation not to use or disclose any of the Employer's trade secrets, proprietary data, or confidential information acquired during their employment.

**6. Non-Disparagement** The Employee agrees not to make any false, disparaging, or derogatory statements, whether verbal or written (including on social media), regarding the Employer, its products, services, or employees.

**7. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**.

**8. Voluntary Execution** The Employee acknowledges that they have read this Agreement, understand its terms, and are signing it voluntarily. The Employee acknowledges that they have been advised to consult with an attorney before signing this Agreement.

**9. Review Period** [Optional - For US Employees over 40]: The Employee has **[21/45]** days to consider this Agreement and **7** days following execution to revoke it.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates set forth below.

**FOR THE EMPLOYER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE EMPLOYEE:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_