

Severance Agreement and General Release

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Severance Agreement and General Release

This Severance Agreement and General Release (this "Agreement") is made on [Date] between [Employer's full legal name] of [Employer's address] (the "Company") and [Employee's full legal name] of [Employee's address] (the "Employee"). Each is a "Party" and together they are the "Parties".

The Employee's employment with the Company ends, or has ended, effective [Separation date] (the "Separation Date"). In exchange for the severance pay and benefits described in this Agreement — which the Employee is not otherwise entitled to receive — the Employee agrees to release the claims described below. The Parties enter into this Agreement to resolve, fully and finally, all matters relating to the Employee's employment and its ending.

1. Severance Payment

In consideration for the promises the Employee makes in this Agreement, including the release in clause 4, the Company shall pay the Employee

[Severance amount, e.g. \$12,000, or a formula such as eight (8) weeks of base pay], less applicable tax withholdings, by

[Payment method and timing, e.g. lump sum within 14 days after the Revocation Period expires, or on the regular payroll schedule].

The Employee acknowledges that this payment is greater than, and separate from, anything the Employee is already owed by the Company regardless of this Agreement, and that the Company would not pay it if the Employee did not sign this Agreement.

2. Continuation of Benefits

The Company shall also provide the following, on the terms stated:

[Describe any benefits continuation, e.g. employer-paid health premiums for three (3) months, or write "None"].

Except as stated in this clause, all other benefits, perquisites and equity vesting end on the Separation Date in accordance with the terms of the applicable plan documents, which govern if they conflict with this Agreement.

3. Final Pay and Accrued Amounts

Regardless of whether the Employee signs this Agreement, the Company shall pay the Employee all earned and unpaid wages through the Separation Date, together with

[State what accrued amounts are paid out, e.g. accrued and unused vacation, or "no accrued vacation, per company policy"] ,

and shall reimburse any outstanding business expenses submitted within

[Expense submission period, e.g. thirty (30) days] of the Separation Date, in accordance

with the Company's standard payroll and expense practices. These amounts are not consideration for the release in clause 4.

4. Release of Claims

In exchange for the severance pay and benefits in clauses 1 and 2, the Employee, on behalf of the Employee and the Employee's heirs, executors and assigns, releases and forever discharges the Company and its parents, subsidiaries and affiliates, and each of their officers, directors, employees and agents (together, the "Released Parties"), from any and all claims, demands, causes of action and liabilities of any kind, known or unknown, arising at any time up to and including the date the Employee signs this Agreement, whether or not the Employee is presently aware of them.

Without limiting the foregoing, this release covers claims arising under

[List statutes that apply in the Employee's jurisdiction, e.g. Title VII, the ADEA, the ADA, the FMLA, and equivalent state and local statutes] ,

and any claim for wrongful termination, discrimination, harassment, retaliation, defamation, breach of contract, or unpaid wages, commissions or benefits, whether based on statute, contract, tort or common law, and whether arising out of the Employee's employment or the ending of it.

This release does not cover:

- (a) a claim that cannot lawfully be released, including a claim for unemployment insurance or workers' compensation benefits, or a claim based on an act occurring after the date the Employee signs this Agreement;
- (b) a vested retirement, pension or equity benefit under a separate plan document, to the extent the terms of that plan give the Employee a vested right;
- (c) the Employee's right to file a charge with, or participate in an investigation by, a government agency such as a labor, employment or human-rights regulator — although the Employee waives the right to recover money arising from any such charge or investigation, except a whistleblower award that cannot lawfully be waived; and
- (d) either Party's right to enforce this Agreement itself.

5. Time to Consider

The Company advises the Employee, in writing by this clause, to consult an attorney before signing this Agreement. The Employee has

[Review period, e.g. twenty-one (21) days, or forty-five (45) days if this Agreement is offered as part of a group termination or exit incentive program]

from the date the Employee receives this Agreement to consider it before signing. The Employee may sign before that period ends, but is not required to, and doing so is the Employee's knowing and voluntary choice.

6. Right to Revoke

After signing this Agreement, the Employee may revoke it within

[Revocation period, e.g. seven (7) days] (the "Revocation Period") by delivering written notice of revocation, before the Revocation Period ends, to

[Name, title, and mailing address or email address for delivering a revocation notice] .

This Agreement does not become effective or enforceable until the Revocation Period has expired without the Employee revoking it. The Company has no obligation to pay any amount under clause 1 or provide any benefit under clause 2 unless and until that happens. The first day after the Revocation Period expires, with no revocation delivered, is the effective date of this Agreement (the "Effective Date").

7. Confidentiality of This Agreement

The Employee shall keep the existence and terms of this Agreement confidential, and shall not disclose them to anyone other than the Employee's spouse or domestic partner, attorney, or tax or financial advisor — each of whom the Employee shall first inform of this confidentiality obligation — or as required by law, a court order, or a valid request from a government agency.

8. Non-Disparagement

Neither Party shall make, or encourage anyone else to make, any statement — written, oral, or online — that disparages the other Party, or, in the Company's case, its products, services, officers or directors. This clause does not restrict either Party from giving truthful testimony in response to legal process, from making a truthful statement to a government agency, or from making a truthful statement in a legal proceeding between the Parties.

9. Return of Company Property

By [Return deadline, e.g. the Separation Date, or five (5) business days after signing] , the Employee shall return to the Company all Company property in the Employee's possession or control, including

[List property, e.g. keys, access cards, laptop and other equipment, and any copies — physical or electronic — of Company documents and data] ,

and shall permanently delete any remaining Company data from the Employee's personal devices and accounts.

10. Cooperation

For [Cooperation period, e.g. six (6) months] after the Separation Date, the Employee shall, on reasonable notice and at the Company's expense for any related travel or documented costs, reasonably cooperate with the Company in transitioning the Employee's former duties and in connection with any claim, investigation or proceeding relating to a matter the Employee was involved in during employment. This clause does not require the Employee to provide anything other than truthful information and reasonable availability.

11. No Admission

This Agreement is not, and shall not be construed as, an admission by either Party of any wrongdoing, liability, or violation of any law, policy or agreement. Both Parties enter into it to end their relationship on agreed terms and to avoid the expense and uncertainty of a dispute.

12. Entire Agreement, Governing Law and General

This Agreement is the entire agreement between the Parties about the Employee's separation from employment and the matters it releases, and replaces any earlier understanding on those subjects — except that any confidentiality, invention-assignment, or restrictive-covenant agreement the Employee separately signed with the Company continues in effect according to its own terms. This Agreement may only be amended in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force, and a failure to enforce any provision is not a waiver of it.

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , without regard to its conflict-of-laws rules, and to the extent a federal statute released in clause 4 supplies its own procedural requirements, this Agreement is intended to satisfy them. The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement may be signed in counterparts and by electronic signature, each of

which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Company

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Employee

Signature: _____

Printed name: _____

Date: _____