

Employment Separation Agreement

This **Employment Separation Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**"), by and between the parties below;

Company

Employee

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

WHEREAS, the Employee has been employed by the Company in the position of _____ since _____;

WHEREAS, the Parties have mutually agreed that the Employee's employment with the Company will end as of _____;

WHEREAS, the Parties wish to resolve all matters relating to the Employee's employment and separation from employment in an orderly and mutually acceptable manner;

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

1. Separation of Employment

The Employee's employment with the Company shall end on _____ ("**Separation Date**"). As of the Separation Date, the Employee shall cease performing services for the Company and shall no longer represent themselves as an employee, agent, or representative of the Company.

Unless otherwise stated in this Agreement, the Employee shall not be entitled to any compensation, benefits, or other payments from the Company after the Separation Date.

2. Final Compensation

The Company shall provide the Employee with all wages, salary, commissions, and other earned compensation that accrued through the Separation Date, less applicable deductions required by law.

Final compensation will be paid in accordance with the Company's standard payroll practices and applicable legal requirements.

3. Separation Payment

In consideration for the commitments made by the Employee under this Agreement, the Company agrees to provide the following separation payment:

Description	Amount	Payment Date

The Employee acknowledges that this separation payment is not otherwise owed and is provided in exchange for the Employee's acceptance of the terms contained in this Agreement.

4. Benefits and Insurance

The Employee's participation in the Company's employee benefit plans shall end in accordance with the terms of those plans.

The Employee may be eligible to continue certain benefits at the Employee's own cost, subject to the rules of the applicable benefit plan and any applicable law. The Company will provide the Employee with information regarding continuation rights where applicable.

5. Return of Company Property

On or before the Separation Date, the Employee shall return all property belonging to the Company, including but not limited to:

- laptops, mobile devices, access cards, and equipment
- documents, files, and records
- confidential materials or data
- any other property provided during employment

The Employee shall not retain copies of Company documents or information in any format unless expressly authorized in writing by the Company.

6. Confidential Information

The Employee acknowledges that during employment they had access to confidential and proprietary information belonging to the Company.

The Employee agrees that they will not disclose, use, or permit the disclosure of confidential information belonging to the Company except as required by law or with the Company's prior written consent.

This obligation continues after the separation of employment.

7. Non-Disparagement

The Employee agrees that they will not make statements that are knowingly false or misleading about the Company, its business operations, officers, employees, or services.

The Company agrees that its senior management will not make statements that are knowingly false or misleading about the Employee.

This clause does not prevent either Party from providing truthful information where required by law or in response to lawful inquiries.

8. Release of Claims

In exchange for the separation payment and other commitments described in this Agreement, the Employee agrees to release and discharge the Company and its officers, directors, employees, and agents from any claims, demands, or causes of action arising out of or relating to the Employee's employment or separation from employment that existed prior to the Effective Date of this Agreement.

This release applies to claims of any nature relating to compensation, employment conditions, benefits, or termination of employment, to the extent permitted by applicable law.

This clause does not apply to:

- rights created by this Agreement
- claims that cannot legally be waived
- claims arising after the Effective Date of this Agreement

9. No Admission of Liability

This Agreement represents a compromise and settlement of potential claims and shall not be interpreted as an admission of wrongdoing or liability by either Party.

10. Cooperation After Separation

The Employee agrees to provide reasonable cooperation with the Company after the Separation Date regarding matters that relate to the Employee's work during employment, including providing information or clarification if needed for business or legal purposes.

Unless otherwise agreed, such cooperation shall not require extensive time commitments and may be arranged at mutually convenient times.

11. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

12. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the Employee's separation from employment and replaces any prior discussions or understandings on this subject.

13. Amendments

This Agreement may be amended only by a written document signed by both Parties.

14. Voluntary Acceptance

The Employee acknowledges that they have had the opportunity to review this Agreement carefully and understand its terms before signing.

The Employee further acknowledges that they are entering into this Agreement voluntarily.

By signing below, the Parties confirm their acceptance of the terms of this Employment Separation Agreement.

Company

Employee

Name

Name

Date

Date

Signature

Signature



This document is a PDF copy of **Employment Separation Agreement** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.