

Company Letterhead

DATE

EMPLOYEE NAME

ADDRESS

Dear [Name of Separated Employee]:

This letter confirms our discussion that your employment with _____ (the “Company”) will end at the close of business on _____ (the “Separation Date”).

This letter also proposes an agreement (the “Agreement”) between you and the Company, the terms of which are outlined below. The purpose of this Agreement between you and the Company (collectively, the “Parties”) is to establish an amicable arrangement for ending your employment relationship with the Company. With those understandings, by signing this Agreement, you and the Company agree as follows:

1. Severance Payment

You affirm that you have been paid in full all wages, compensation, and benefits, including accrued but unused vacation time totaling \$_____ (X.XX vacation hours), owed to you as of the Separation Date. In consideration of the execution of this Agreement, the Company shall pay you a Severance Payment totaling \$_____ (_____ weeks’ pay), less all usual deductions and withholdings. The Severance Payment will be paid to you in [a lump sum] [X equal installments pursuant to the Company’s regular payroll practices], provided that you sign this Agreement and do not exercise your right to revoke it within seven days after signing (see Section 7 infra).

2. Post-Separation Obligations

[Option A: This Agreement incorporates the terms of [list applicable agreement with post-employment obligations] that you signed on [date(s)] (attached hereto as Exhibit A). Though incorporated herein, the [list applicable agreement] shall, in and of itself, remain in full force and effect.]

[Option B: You are reminded of your continuing obligation of confidentiality regarding any sensitive or confidential information to which you may have had access.]

3. Return of Company Property

To receive the Severance Payment and other benefits set forth in this Agreement, you agree to return [building or office keys, computer equipment, computer files (both hard copy and electronic versions and any files which may be on your home computer which have been supplied and/or paid for by the Company), your identification cards, directories], and any other Company property in your possession to _____ at a mutually agreed upon time.

4. Non-Disparagement

You agree that the reputation of the Company in the community and the industry is of significant economic value, and as such, you agree that you will not disparage or defame the Company in any respect, including, but not limited to, any and all communication, verbal or written, which is capable of creating a negative impression of the Company, its officers, directors, employees, agents, representatives, affiliated companies and businesses.

5. Confidentiality Regarding this Agreement

You agree to hold this Agreement in confidence, and not to disclose, directly or by implication, any of its terms or provisions, except to your immediate family and your legal, health or financial advisors, or as required by law or legal process or to the extent necessary to enforce it.

6. Releases

(a) In consideration of good and valuable consideration herein, the receipt and adequacy of which are hereby acknowledged and which are not otherwise due, you agree on behalf of yourself, your heirs and assigns, that you release and discharge the Company and its past or present affiliates, predecessors, successors, assigns, officers, directors, agents, employees, insurers, and any other related entities or persons (collectively referred to as the "Released Parties") from any and all causes of action, judgments, liens, indebtedness, claims for unpaid wages or benefits, damages, losses, claims, liabilities and demands of whatsoever kind and character, that you have had in the past or have as of the Effective Date of this Agreement,

relating to your employment with the Company (except, of course, those obligations outlined in this Agreement), pursuant to: the Age Discrimination in Employment Act (ADEA), as amended; Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Civil Rights Act of 1866, as amended; the Americans with Disabilities Act of 1990, as amended; the Massachusetts Fair Employment Practices Act, which includes Massachusetts General Law Chapter 151B, as amended; the Massachusetts Privacy Statute, G.L. c. 214, § 1B, as amended; the Massachusetts Wage Payment Statute, G.L. c. 149, § 148 et seq., as amended; the Massachusetts Sexual Harassment Statute, G.L. c. 214 § 1C, as amended; the Massachusetts Consumer Protection Act, G.L. c. 93A, as amended; the Massachusetts Civil Rights Act, G.L. c. 12, § 11, as amended; the Massachusetts Equal Rights Act, G.L. c. 93, as amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; or any other federal, state or local human rights, civil rights, wage-hour, or labor laws, rules and/or regulations, public policy, any claim for breach of contract, contract or tort laws, or any claim arising under common law, such as claims for malicious prosecution, misrepresentation, defamation, false imprisonment, libel, slander, invasion of privacy, negligence, infliction of emotional distress, or otherwise.

(b) Nothing in this Agreement prohibits you from filing a charge or complaint with, communicating with, or cooperating with any investigation of unfair or illegal employment practices by the United States Equal Employment Opportunity Commission (E.E.O.C.) or the Massachusetts Commission Against Discrimination. However, you agree that you will not accept any monetary recovery from any charge or complaint filed against the Released Parties before the E.E.O.C. or the Massachusetts Commission Against Discrimination.

(c) Nothing in this Agreement prohibits you from filing a claim for temporary income assistance through the Massachusetts Department of Unemployment Assistance (“DUA”). However, as required by law, the Company will accurately report the amount (if any) of the Severance Payment payable to you under this Agreement (which is not, and shall not be considered, salary continuation) and shall otherwise respond to inquiries by the Massachusetts Division of Unemployment Assistance in a truthful manner. The Company makes no representation or promise regarding your eligibility for unemployment compensation. Information about how to apply for unemployment benefits is being provided to you under separate cover.

7. ADEA Release

This Agreement is intended to comply with the Older Workers' Benefit Protection Act of 1990 ("OWBPA") with regard to your waiver of rights under the Age Discrimination in Employment Act of 1967 ("ADEA"). You agree that:

- a. You are specifically waiving rights and claims under the ADEA.
 - b. The waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Agreement is signed.
 - c. You are receiving consideration in addition to what you would otherwise be entitled.
 - d. You have been advised to consult with an attorney before signing this Agreement.
 - e. You have been given twenty-one (21) days to consider the decision to enter into this Agreement.
 - f. You may revoke your approval of this Agreement in the seven-day period following the date on which you sign the Agreement. Notice of revocation must be in writing, and submitted to Company within the seven (7) day period.
 - g. This Agreement shall not become effective or enforceable until this revocation period has expired.
- ## 8. No Admission of Liability

Neither you nor the Company shall consider this Agreement an admission of any wrongdoing on the part of the Company.

9. Health, Dental, and Vision Plans

Under the federal law known as COBRA, you and your covered dependents may continue participation in any health, dental or vision plan in which you are currently enrolled by electing continuation coverage under COBRA. Information about how to apply for COBRA is being provided to you under separate cover.

10. [Optional] Letter of Reference

The Company, upon your request, will provide you with a mutually agreed to, signed letter of reference from _____. If we cannot agree on the content of the letter, none shall be provided.

11. Miscellaneous

Each term of this Agreement is contractual and not merely a recital.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any controversy or dispute arising out of or relating to this Agreement shall solely and exclusively be brought in any state or federal court in Massachusetts with competent jurisdiction to the exclusion of all other forums outside of Massachusetts.

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted.

This Agreement supersedes any prior understanding of the Parties or any prior statement made to you by the Company regarding any of the subjects set forth in this Agreement, except as specifically set forth in this Agreement. Any modifications of the terms set forth in this Agreement must be in writing and signed by you and by the Company.

The Parties agree that neither the waiver by any Party of a breach of or default under any of the provisions of this Agreement, nor the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

All notices and other communications which are required and may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient and effective in all respects if given in writing or facsimile.

This Agreement shall continue perpetually and shall be binding on the Parties, their heirs, officers, directors, employees, representatives, agents, parents, affiliates, subsidiaries, predecessors, successors, related companies, assigns, and all other persons, firms and corporations with any interest therein.

12. Employee Acknowledgments

You acknowledge and represent that: (a) you have read this Agreement and understand it and its consequences; (b) you have received twenty-one (21) days to read and consider this Agreement; (c) you have decided to sign this Agreement of your own free will and acknowledge that you have not relied upon any statements or explanations made by the Company regarding this Agreement; (d) the terms of this Agreement advise you to consult with an attorney of your choosing, and at your expense, prior to signing this Agreement; (e) the promises the Company made

in this Agreement constitute fair and adequate consideration for the promises, releases and agreements made by you in this Agreement; and, (f) you have seven (7) days following the execution of this Agreement to revoke it.

If the terms of this Agreement are acceptable to you, please sign and date below, initial each page, and return this Agreement to the Company. On behalf of _____, I want to thank you for your contributions to the Company and wish you the best of luck in your future endeavors.

Accepted and agreed:

Name: _____ Name:

Signature: _____ Signature:

Company Title: _____ Date:

Date: _____