**SEPARATION AGREEMENT**

The effective date of this Employment Agreement for “At-Will” Employee (the "Agreement") is [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), an entity organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**WHEREAS:**

1. The employee was employed by the company as a [SPECIFY];
2. The contract of employment will terminate on [DATE] by mutual agreement between the parties.
3. The parties have agreed to enter into a full and final settlement agreement in order to settle all and any claims which the employee may have against the company arising out of the contract of employment and the termination thereof; and
4. The parties wish to record the terms of their agreement in writing:

**IT IS AGREED THAT:**

1. ***EX GRATIA* PAYMENT**
	1. The employees’ last working day will be [DATE] and the rest of the notice month of [DATE] will be paid in lieu of notice.
	2. Your [MONTH] salary and any annual leave due to you will be paid on the normal salary day in [DATE] less any unpaid leave days taken.
	3. In addition you will be paid [NUMBER OF WEEKS/MONTHS] remuneration, [AMOUNT], [AMOUNT IN WORDS] as part of this separations agreement, which will be paid over [NUMBER OF MONTHS] on receipt of an invoice from you dated [DATE].
	4. As per the BCEA the company will provide a certificate of service and UI19 form.
2. **FULL AND FINAL SETTLEMENT**

Providing that all salary amounts are paid on time and duties have been fulfilled this agreement shall then be in full and final settlement of all and any claims which the employee may have against the company, successors, assigns, directors, officers and/or employees arising out of the contract of employment and the termination thereof; whether in terms of any contract or in terms of any law or otherwise.

1. **SOLE AGREEMENT**

This agreement constitutes the sole agreement between the parties regarding the termination of the relationship between the applicant and the respondent and no variation, modification or waiver of any provision of this agreement or consent to any departure therefrom shall be of any force or effect unless confirmed in writing and signed by the parties, and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent to which it was made or given.

1. **LIABILITY**

The parties confirm that they have entered into this agreement without admission of liability and purely in the interests of settling this dispute.

1. **CONFIDENTIALITY**

The parties’ record that the terms of this agreement are confidential and shall not be communicated to any person whatsoever, other than the parties themselves or their legal representatives.

1. **WAIVER**

The waiver by any party of any of its rights *in re*spect of any breach by the other party of any of the terms or conditions of this agreement shall not prejudice any remedy of the waiving party *in re*spect of any continuing or other breach of the terms and conditions hereof. No indulgence granted by a party shall be construed as a waiver by that party of any of its rights in terms of the agreement or in law.

1. **GENERAL**
	1. The employee returned all company property which includes:

[STATE ITEMS RETURNED].

* 1. The employee acknowledges that he has entered into this agreement freely and voluntarily, without duress and after having considered his position.

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

EMPLOYEE COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title