

Employment Separation Agreement

THIS AGREEMENT AND GENERAL RELEASE (the "Agreement") is made and entered into as of [DATE] (the "Effective Date"), by and between [EMPLOYEE] ("Employee"), and [COMPANY] International, Inc. ("[COMPANY]") (Employee and [COMPANY] International are collectively referred to herein as the "Parties"); and

WHEREAS, Employee has been an employee of [COMPANY] and on the Effective Date is separating from Employee's employment with [COMPANY] without further reservation or qualification; and

WHEREAS, in complete settlement of all issues in connection with Employee's employment with [COMPANY] and Employee's separation from employment, [COMPANY] is willing to pay Employee separation pay in accordance with the express terms of paragraph 1 below; and

WHEREAS, Employee is willing to accept such separation pay as full and complete settlement of any and all claims Employee may have against [COMPANY] in connection with Employee's employment with [COMPANY] and Employee's performance of services to [COMPANY].

NOW THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is **HEREBY AGREED** by and between Employee and [COMPANY] as follows:

1. In consideration of Employee's general release and the fulfillment of the promises and obligations contained in this Agreement, [COMPANY] will provide Employee with the following separation benefits:

- [COMPANY] will pay Employee a lump-sum payment of \$[AMOUNT], less normal payroll deductions, representing four (4) weeks of Employee's current base salary. This payment is inclusive of two (2) weeks' pay in lieu of notice.

Employee has 14 calendar days after the Effective Date to execute this Agreement. If Employee does not execute this agreement within that time period, this Agreement will be null and void. Once Employee executes this Agreement and delivers it to Employer it becomes a binding Agreement between Employee and

2. The Parties hereby agree that the mutually-beneficial arrangement set forth in paragraph 1 herein shall constitute a complete settlement of all issues or claims in connection with Employee's employment with [COMPANY] and Employee's separation therefrom. Employee expressly accepts and understands that by signing this Agreement, Employee irrevocably and unconditionally releases and discharges forever [COMPANY] and its affiliates, and each of their successors, assigns, officers, members, employees and agents (collectively, the "Released Parties") from any and all Claims. For purposes of this Agreement, the term Claim shall include, but is not limited to the following: causes of action, demands, suits, debts, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorney's fees and other costs actually incurred) of any nature whatsoever, in contract or tort or in law or in equity, whether known or unknown or foreseen or unforeseen that Employee ever had or which might arise under federal, state or local law, including common law on account of Employee's employment with [COMPANY] and/or Employee's separation therefrom or arising out of any acts committed or omitted by [COMPANY] during the employment of Employee up to

the Effective Date. Employee further agrees that Employee will neither seek nor accept any further benefit or consideration from any source whatsoever with respect to any Claims made, to be made or which might have been made against [COMPANY].

3. [COMPANY] releases and discharges forever Employee from all causes of action, claims, demands, costs and expenses for damages on account of Employee's employment with [COMPANY] and/or Employee's separation from such employment.

4. Employee represents, warrants and agrees that Employee shall neither use nor disclose Confidential Information after Employee's employment with [COMPANY]. "Confidential Information," for the purposes of this Agreement, shall include, but not be limited to, information, whether in written form or memorized, involving Company's operations, finances, research and other development efforts, strategies, including technical or other data, compilations, source code or other software, methods (including methods for marketing, selling, pricing, bidding, and providing public affairs services), techniques, processes and procedures, financial data (including marketing, sales, and cost data), information concerning [COMPANY]'s clients (including the client's identity, contacts, contracts, communications, work orders, task orders, purchase orders, and other information identifying work performed for clients) and information concerning [COMPANY]'s employees or other aspects of [COMPANY]'s business that are not generally known by the public. Employee may disclose [COMPANY]'s Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Employee gives [COMPANY] reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist [COMPANY] in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

Employee agrees:

- to surrender any and all [COMPANY] property, whether or not it contains Confidential Information, prior to Employee's final departure from [COMPANY].
- to provide all reasonable assistance needed for duly authorized representatives of [COMPANY] to gain access to company documents, records, and accounts. This shall include, but not be limited to, providing contact information, usernames and passwords, authorization signatures, and answers to security questions.

5. Employee acknowledges that the consideration set forth in paragraph 1 and the release set forth in paragraph 2 herein are solely in exchange for the promises in this Agreement. Employee further acknowledges that such consideration does not constitute an admission by the Released Parties of liability or a violation of any applicable law or regulation.

6. Employee agrees not to make any oral or written remarks that disparage, criticize or otherwise reflect adversely on [COMPANY] and not to in any way attempt to damage or impair the reputation, goodwill or standing in the business community of [COMPANY] or its clients, or each of their officers, members, employees, agents or consultants. The Leadership Team of [COMPANY] agree not to make any oral or written remarks that disparage, criticize or otherwise reflect adversely on Employee and not

to in any way attempt to damage or impair the reputation, goodwill or standing in the business community of Employee.

7. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all known and unknown claims.

8. In the event of a breach by Employee of the provisions of this Agreement, [COMPANY] shall have the right to terminate this Agreement, [COMPANY] shall be entitled to an injunction restraining Employee from any breach, and [COMPANY] shall be entitled to a return of all sums paid to Employee pursuant to this Agreement, except \$100.00. If [COMPANY] is required to retain an attorney to enforce the provisions of this Agreement, [COMPANY] shall be entitled to reasonable attorney's fees, including any such fees set upon trial or appeal in the event that it prevails in any such enforcement action.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving any force or effect to the provisions of any conflict of law rule thereof. The Parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related to this Agreement, including any statutory or other claim relating to Employee's employment with Company or the termination thereof, shall be tried exclusively in the Superior Court of [STATE] or the United States District Court for [LOCATION], as appropriate.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument binding on all the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart.

11. Employee and [COMPANY] agree that the terms of this Agreement shall be kept secret and confidential. Employee may disclose the terms of this Agreement to Employee's immediate family, Employee's attorney and Employee's tax and financial advisors, but Employee agrees that Employee will not otherwise disclose the circumstances of Employee's separation and of the contents of this Agreement, except as required by law.

It is [COMPANY]'s desire and intent that Employee fully understands the provisions and effects of this Agreement. To that end, Employee has been advised to consult with legal counsel before signing and returning the Agreement to:

[COMPANY CONTACT & ADDRESS]

IN WITNESS, WHEREOF, the undersigned have executed this Agreement on the date indicated below their respective signatures.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND IS KNOWINGLY AND VOLUNTARILY ENTERING INTO IT. THIS AGREEMENT SHOULD BE REVIEWED CAREFULLY AND WITH AN ATTORNEY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[COMPANY]

Employee

By _____

By _____

Date: _____

Date: _____