

SEVERANCE NEGOTIATION LETTER

Location: _____ Date: _____

Employee Information:

Full Name: _____

Position/Title: _____

Employee ID (if any): _____

Employer Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Purpose of this Letter:

This letter confirms the terms and conditions under which the Employer and Employee have agreed to negotiate the terms of separation from employment. It serves to outline the considerations, rights, and obligations of both parties during this process.

1. Effective Date of Separation

The parties agree that the employment relationship will terminate effective upon the mutual execution of a separation agreement, or on such date as otherwise agreed in writing.

2. Severance Payment

Employer agrees to provide Employee a severance payment in the gross amount of \$_____, less applicable taxes and withholdings, payable in a lump sum or installments as specified in the separation agreement.

3. Benefits Continuation

Employee's eligibility for employer-provided benefits, including health insurance, retirement plans, and other applicable benefits, shall continue as set forth in the separation agreement or as required by law.

4. Release of Claims

As a condition of receiving severance benefits, Employee agrees to release and waive any claims against Employer arising out of employment or termination thereof, including but not limited to claims under federal, state, or local laws.

5. Confidentiality

Employee agrees to maintain the confidentiality of this negotiation, the terms of the separation, and any proprietary information learned during employment.

6. Non-Disparagement

Both parties agree not to make any false or disparaging statements about the other that could harm reputation or business interests.

7. Return of Property

Employee agrees to return all company property, documents, and confidential materials prior to or upon separation.

8. Cooperation

Employee agrees to cooperate with Employer on reasonable matters relating to the transition of duties and any pending matters.

9. Compliance with Law

This negotiation and any resulting agreement shall comply with all applicable federal, state, and local laws and regulations.

10. Governing Law

This negotiation and any resulting agreements shall be governed by and construed in accordance with the laws of the United States and the applicable state law without regard to conflict of law principles.

11. No Admission of Liability

Nothing in this letter or any resulting agreement shall be construed as an admission of liability or wrongdoing by either party.

12. Voluntary Agreement

Employee acknowledges that participation in this negotiation and acceptance of any severance terms is voluntary and that Employee has had the opportunity to consult with legal counsel.

13. Entire Agreement

This negotiation letter and any signed separation agreement constitute the entire understanding between the parties regarding the subject matter herein.

14. Amendment

Any amendments or modifications to this negotiation letter or resulting agreements must be in writing and signed by both parties.

15. Severability

If any provision of this negotiation letter or any resulting agreement is found to be unenforceable, the remainder shall remain in full force and effect.

16. Counterparts and Electronic Signatures

This negotiation letter and any resulting agreements may be executed in counterparts and via electronic means, each of which shall constitute an original.

17. No Waiver

Failure to enforce any provision shall not constitute a waiver of any other provision or right.

18. Representation

Employee represents that they have read and understand this letter and that no promise or representation other than those contained herein have been made.

19. Tax Advice

Employee acknowledges responsibility for consulting with a tax advisor regarding the tax implications of any severance payments.

20. Acknowledgement

Both parties acknowledge that they have read, understand, and agree to the terms outlined in this Severance Negotiation Letter.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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