

Involuntary Separation Program General Release and Waiver

This Involuntary Separation Program General Release and Waiver (“Release”) is entered into by and between _____ (“Employee”) and _____ (“Employer”) in connection with the Employer’s determination that the Employee is being laid off from employment by _____.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. **Valuable Consideration:** In exchange for Employee signing and submitting this Release and complying with its terms and conditions, Employer agrees to provide Employee with the following consideration:

Employer will provide Employee with severance pay in the amount of \$ <INSERT> (which is equivalent to <INSERT> weeks of Employee’s current base salary), less applicable withholding taxes and FICA, unless Employee revokes this Release. This payment will be made within 30 days of the expiration of the revocation period set forth in paragraph 9, below.

Employee acknowledges that the consideration described above is valuable consideration over and above the benefits to which Employee would otherwise be entitled by law, contract or under the policies and practices of Employer, and that it is being provided to Employee in exchange for entering into and complying with this Agreement. Employer will not be obligated to provide Employee with any of the foregoing consideration until the revocation period set forth in paragraph 9 has expired. If Employee revokes this Agreement during the revocation period, however, he or she will not receive the consideration set forth above.

2. **Claims Released and Waived:** Except as set forth in Paragraph 3 below and to the extent allowed by law, Employee, on behalf of himself or herself and any person or entity entitled to sue on Employee’s behalf, waives and releases Employer, its parents, members, subsidiaries, and affiliates, the DOE and NNSA, and their past and present employees, officers, directors, shareholders, agents, and successors, from any and all causes of action or claims, in law or equity or mixed law and equity, whether known or unknown, that arise out of Employee’s involuntary separation from employment with Employer and any causes of action or claims that arise out of Employee’s employment with Employer, up to and including the date the Employee signs this Release, under any federal, state or local law, including, but not limited to breach of contract or tort claims and any claims arising under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871, and 1991, the Vietnam Era Veterans’ Readjustment Act of 1974,

and/or other applicable state or local laws. Employee will not sue or otherwise assert any claim or cause of action released or waived under this Release in any judicial and/or administrative proceeding. Employee waives the right to obtain any legal or equitable relief in, or as the result of, any administrative proceeding, or as the result of any judicial proceeding brought by or on the Employee's behalf by any party or government agency, including relief in the form of attorneys' fees, court costs, and damages, settlements, or other monetary compensation.

3. Claims Not Waived: Employee does not waive:

- (a) any claim that arises out of Employee's employment with Employer that has been asserted in writing and filed with the appropriate administrative agency prior to the date on which Employee received his/her notice of layoff and copy of Release;
- (b) any cause of action or claim that arises out of Employee's employment with Employer that has been asserted in writing and filed with a court and properly served on Employer prior to the date on which Employee received his/her notice of layoff and copy of Release.
- (c) any rights or claims that "may arise" (as that term is defined under the Older Workers Benefit Protection Act) after the date this Release is executed,
- (d) any claims relating to pension or retiree health benefits that may be currently accrued under the Employer's retirement program,
- (e) any claims under applicable state worker's compensation laws,
- (f) any claims for occupational injuries or illnesses, including but not limited to claims arising under the Energy Employees Occupational Illness Compensation Program Act,
- (g) any other rights or claims Employer may not, by law, ask Employee to waive, including but not limited to, the right to seek judicial determination of the validity of this Release under the Older Workers Benefit Protection Act, or
- (h) the right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or any other federal, state or local regulatory or law enforcement agency charged with investigation of employment discrimination claims; however, with regard to such activities and to the extent allowed by law, Employee releases and waives his or her right to seek or recover any form of monetary damages or monetary relief from the Employer, its parents, members, subsidiaries, and affiliates, the DOE and NNSA, and their employees, officers, directors, shareholders, agents, and successors DOE, or NNSA, including, but not limited to, through any proceeding before or through the EEOC or the U.S. Department of Labor, including the Office of Federal Contractors Compliance Program.

4. **Continued Applicability of Employment Agreement:** The Employee agrees to continue to abide by all obligations and restrictions pertaining to:
 - a) the use and protection of intellectual property as set out in the employment agreement signed by the Employee at the beginning of his or her employment at the [insert site name] or in any other agreements, obligations, confidentiality provisions or policies pertaining to intellectual property and/or
 - b) non-disclosure of classified information as set out in any agreement between Employer and Employee or in any other obligations, non-disclosure provisions or policies, or as otherwise mandated by applicable United States laws and/or DOE regulations and policies.
5. **Other Obligations Including Repayment:** Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his or her employment, including the return of any badges, site and/or IT system access documents or devices, job-related credit cards and travel card, and any Employer-issued equipment (including but not limited to computers, cameras, cell phones, and "smart phones"). If Employee violates any provision of this Release", then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay a portion or all of the payments or any benefits under this Agreement, and Employee agrees to make such repayment.
6. **Forty-Five Day Right to Consider:** Employee is advised to carefully consider this Release and to consult with an attorney of his or her choice, and Employee expressly acknowledges that he or she has had the opportunity to do so. Employee further acknowledges that he or she has had the right to consider this Release for a period of forty-five (45) calendar days prior to signing and delivering this Release.
7. **Waiver of Forty-Five Day Right to Consider:** If Employee signs and delivers this Release before the end of the 45-day period, Employee states that he or she voluntarily and knowingly waives any right to consider this Release for the full 45-day period, that Employee has not been pressured to waive the 45-day period by any employee or agent of Employer including by fraud, misrepresentation or threats. Employee further states that Employer has not threatened to withdraw or alter this Release or the consideration for this Release, as set forth in paragraph 1 above, prior to the expiration of the 45-day period and that Employee has not been offered any additional benefit in order to sign this Release before the 45-day period expires. Employee has read and understands the terms and contents of this Release and Employee freely, voluntarily, and without coercion enters into this Release and agrees to be bound by its terms.
8. **Delivery of Release:** Employee has forty-five (45) calendar days from his or her receipt of this Release to hand deliver or mail a signed copy of this Release to:

[insert address of Employer's HR office]

9. **Right to Revoke:** Employee has the right to revoke this Release for a period of seven (7) calendar days following the date Employee signs this Release by hand delivering or mailing written notice of revocation to:

[insert address of Employer's HR office]

If Employee revokes this Release, it shall not be effective and enforceable, and Employee will not receive any of the consideration set forth in paragraph 1, above.

Employee's acceptance of the payment agreed to in Paragraph 1 at any time more than seven days after his or her execution of this Release shall constitute an admission that he or she did not revoke the Release during the revocation period and shall further constitute an admission that this Release has become effective and legally enforceable.

10. **Modification:** This Release can only be modified if both parties agree in writing.
11. **Disclosure of Required Information:** Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Involuntary Separation Program, the selection criteria, the applicable time sequence, the ages and job titles of everyone selected for the Program, and the ages of those employees not selected in the same job classification or organizational unit.
12. **Entire Agreement and Severability:** This Release sets forth the entire agreement between the Employee and the Employer and supersedes any prior written or verbal agreements between the parties pertaining to the subject matter hereof. If a court finds any part of this Release not valid, the other parts will remain valid and enforceable.
13. **Governing Law:** This Release will be construed and enforced in accordance with Tennessee state law, without reference to or application of the conflict of law rules of any state, and Employee and Employer agree to submit to personal jurisdiction in the state of Tennessee and to venue in its courts.
14. **Headings:** Clause headings are for convenience only. They do not change the meaning of any provision of this Release and may not be used to interpret the Release.

BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS RELEASE. I UNDERSTAND THAT THIS RELEASE CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN PARAGRAPH 2 ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 3 ABOVE. I HAVE BEEN ADVISED IN WRITING OF MY RIGHT TO CONSULT WITH AN ATTORNEY OF MY CHOOSING PRIOR TO EXECUTING THIS RELEASE AND I HAVE HAD ADEQUATE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING

THIS RELEASE. I HAVE SIGNED THIS RELEASE VOLUNTARILY AND OF MY OWN FREE WILL AND I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS HEREIN.

Agreed to:

Employee Name: _____ Number: _____
(Please Print)

Employee Signature: _____ Date: _____

Employer Representative: _____ Title: _____

Employer Signature: _____ Date: _____