

**SAMPLE**  
**DUQUESNE UNIVERSITY**  
**FACULTY VOLUNTARY RESIGNATION INCENTIVE PROGRAM (VRIP)**  
**SEPARATION AGREEMENT AND GENERAL RELEASE**  
**OPTION #2**

This Separation Agreement and General Release ("Agreement") is entered into by and between **{Faculty Member}** and Duquesne University ("Duquesne" or the "University").

Intending to be legally bound and in consideration of the following mutual promises and covenants, the parties agree as follows:

1. **{Faculty Member}** voluntarily resigns his/her employment as a tenured or non-tenured faculty member, effective **{Specific Date}**. **{Faculty Member}** will not apply for or seek full-time employment or full-time reemployment with Duquesne after such date.
2. **{Faculty Member}** acknowledges and agrees that, if he/she has tenure with the University, by voluntarily resigning on **{Specific Date}**, he/she relinquishes their tenure status and rights.
3. **{Faculty Member}** acknowledges that by voluntarily resigning, they will be ineligible for unemployment compensation benefits.
4. In consideration of the promises made by **{Faculty Member}** in this agreement, the University shall pay to **{Faculty Member}**, within 30 days of the effective date of the voluntary separation, the total gross amount of **{Lump Sum Payment}**, which will be subject to tax withholdings required by federal, state and local laws.
5. In addition to this final payment, **{Faculty Member}** will receive coverage for medical insurance for yourself and your eligible dependents (spouse and/or dependent children under 26), provided they are enrolled at the time of separation, for up to a maximum of 5 ½ years or until age 65, whichever comes first. **{Faculty Member}** will not be responsible for monthly premium contributions for medical insurance after separation.
6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Agreement may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by each of the parties hereto. The terms and conditions of this Agreement constitute the full and complete understandings, agreements and arrangements of the parties and there are no agreements, covenants, promises, or arrangements other than those set forth herein.
8. **{Faculty Member}** waives and releases any and all claims, known or unknown, arising on or before the date **{Faculty Member}** signs this agreement, that **{Faculty Member}** has or might have

against the University, their officers, employees, representatives and agents (collectively “Released Parties”), subject only to the exceptions identified in Section 9 below regarding Claims not Waived and Released. These waived and released claims include but are not limited to: (i) claims that in any way relate to his/her employment, separation from employment and other dealings of any Released Party or Parties (ii) claims of unlawful discrimination, harassment, retaliation, or other alleged violations, or any other state, federal, or local law, statute, public policy, order, ordinance, or regulation; (iii) claims of wrongful discharge, tort, defamation, misrepresentation, fraud, detrimental reliance, breach of alleged contractual obligations, negligence, and violation of public policy; and (iv) claims for monetary damages, other personal recovery or relief, costs, expenses, and attorney’s fees of any kind.

9. The only claims not waived and not released by **{Faculty Member}** under Section 8 above are (i) claims arising after the date **{Faculty Member}** signs this Agreement; (ii) any claim that as a matter of law cannot be waived; and (iii) claims for benefits that are specifically described and provided for in this Agreement.

10. **{Faculty Member}** acknowledges that he/she has been given the opportunity to consider this Agreement for 45 calendar days, which is a reasonable period of time. **{Faculty Member}** also acknowledges that he/she has carefully read and fully understands all of the provisions of the Agreement, including the waiver and release contained herein, and that he/she is voluntarily executing and entering into this Agreement, intending to be legally bound by it.

11. For a period of seven calendar days following the execution of this Agreement, **{Faculty Member}** may revoke it by delivery of a written notice of revocation to the office of Ralph L. Pearson, Provost and Vice President for Academic Affairs, 600 Forbes Avenue, Pittsburgh, PA 15282. This Agreement shall not become effective or enforceable until that seven-day revocation period has expired.

12. If any of the provisions of this Agreement are declared by any court to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

13. The terms of this Agreement shall expire at noon on January 15, 2013, if not accepted by **{Faculty Member}** on or before that date.

14. In executing this agreement **{Faculty Member}** acknowledges that he/she has been advised to consult with counsel.

15. IN WITNESS WHEREOF, the parties hereto, having read this Agreement, including the waiver and release contained herein, and intending to be legally bound by it, have read, signed and delivered it voluntarily, without coercion and with knowledge of the nature and consequences of it.

DUQUESNE UNIVERSITY

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Ralph L. Pearson, Ph.D.

Provost and Vice President for Academic Affairs

Date:

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**{Faculty Member}**

Date: