



## EMPLOYEE MOVING AND RELOCATION AGREEMENT

**THIS EMPLOYEE MOVING AND RELOCATION AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA (the “University”) and \_\_\_\_\_ (the “Employee”), collectively, the “Parties” and each individually a “Party”.

**WHEREAS**, the Employee, with an employment date effective \_\_\_\_\_ (“Employment Date”), desires to move and relocate his/her primary residence from \_\_\_\_\_ (city/state) to \_\_\_\_\_ (city/state); and

**WHEREAS**, the University desires to provide Moving and Relocation Assistance to help defray the cost of the moving expense and to facilitate Employee’s employment with the University; and

**WHEREAS**, the University has tendered this offer of a Moving and Relocation Assistance as an inducement for Employee to accept employment, to the extent authorized by the Medical Center Hiring Manager or Department, hiring School/Unit/Department Head or Designated Hiring Official, not to exceed maximum amount set by University policy, and Employee desires and accepts such Moving and Relocation Assistance.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

1. University, acting through the hiring School/Unit/Department Head, Designated Hiring Official, Medical Center Hiring Manager or hiring Department (collectively referred to herein as the “Hiring Unit”), has agreed to pay to Employee a one-time Moving and Relocation Assistance in accordance with University Policy *HRM 047: Provision of Moving and Relocation Assistance for Newly Hired Faculty or Staff*.
2. The University agrees to provide or pay on behalf of Employee an amount not to exceed \$ \_\_\_\_\_ (as stated in the original written Appointment or Offer Letter) for moving and relocation expenses (as defined in University Policy *HRM 047: Provision of Moving and Relocation Assistance for Newly Hired Faculty or Staff*) incurred for the relocation. This amount includes payments made on behalf of Employee by the University to third-party companies and providers.

3. Employee understands and agrees that, in accordance with Internal Revenue Service (IRS) Regulations, the amount paid to Employee as a Moving and Relocation Assistance is taxable compensation subject to withholding and other appropriate deductions and will be reported on IRS Form W-2 as part of Employee's total compensation.
4. In consideration of payment of the Moving and Relocation Assistance as provided in Paragraphs 1 and 2, above, Employee agrees to maintain regular, full-time or Flex Option employment with the Hiring Unit for the Retention Period, as defined below. For all staff and twelve-month employees, the Retention Period is defined as commencing on \_\_\_\_\_ (Employee's employment start date) and ending on \_\_\_\_\_. If Employee is a current University employee, on Employee's first day of regular employment on Grounds or other location. For Faculty appointed on an academic basis, the Retention Period is defined as one regular academic session of nine (9) months (Fall and Spring Semesters). Should Employee voluntarily terminate his/her employment with the Hiring Unit prior to the expiration of the Retention Period, Employee agrees to reimburse the Hiring Unit for payments and reimbursements made by the University pursuant to Paragraph 1, above, and as provided in the following paragraphs.
5. If the employee voluntarily ends their employment with the University or engages in behavior that makes termination of employment necessary prior to the obligated one (1) year of service, the employee must repay the University the prorated gross amount of the Moving and Relocation Assistance, i.e., actual payments that were received by or paid on behalf of the employee. (This includes payments to third parties on the employee's behalf, plus all taxes deducted that relate to those payments.).
6. The amount to be repaid is prorated on a monthly basis such that for each full month during which the employee remains in the employ of the Hiring Unit is reduced by one-twelfth (1/12) of the gross reimbursement. For Faculty appointed on an academic year basis, one (1) year is defined as two (2) concurrent regular academic sessions of fall and spring or spring and fall semesters equal to nine (9) months of employment. Any leave of absence of thirty (30) consecutive days or more shall not be considered in determining the number of full months employed for purposes of repayment of the gross amount of the Moving and Relocation Assistance.
7. Upon termination of employment (other than for poor performance) as a result of layoff, disability separation, or circumstance beyond Employee's control (e.g., illness or death) or for other reasons as determined by the Executive Vice President and Provost or Vice President and Chief Human Resources Officer (or respective designees) in their sole discretion, does not require repayment of the Moving and Relocation Assistance.
8. Employee agrees that if an amount is to be returned to University pursuant to Paragraph 4 and/or 5 of this Agreement, such amount is a legal debt and obligation to University. Employee hereby gives the University an express lien on all salaries, wages, and other sums payable to him/her by the University, for the purpose of securing all amounts due under Paragraphs 4 and/or 5 herein. Moreover, Employee authorizes the University to

withhold all amounts due pursuant to this Agreement from Employee's final paycheck, and/or any other sum payable to Employee by the University.

9. Employee knowingly and voluntarily waives any and all exemptions (including the homestead exemption), which may apply to any amounts due pursuant to this Agreement. Employee agrees to pay to the University, upon request, any outstanding amount due which cannot be collected from amounts owed to Employee by the University. In the event Employee fails to pay all amounts due to the University within thirty (30) days of the University's request, Employee acknowledges and agrees that the University may undertake collection efforts, including but not limited to, referral to a collection agency. Employee agrees to pay all collection costs, including reasonable attorney fees and other charges/expenses necessary for the collection of any amount due.
10. **IRS Guidelines.** All employees should be of aware of and must meet the following Internal Revenue Code ("IRC") required criteria:
  - a) The distance the new Employee would have to commute to the University from their previous residence, were they not to move, must be at least fifty (50) miles greater than the distance of their prior employment required commute.
  - b) The move itself must take place within twelve (12) months of Employee's Employment Date and there must be an expectation of remaining in the position for longer than one (1) year.
  - c) All moving expense reimbursements are considered taxable wages and are subject to withholding taxes.
11. The University shall not reimburse the Employee, or make payments on the Employee's behalf to third-party commercial movers, for moving expenses already reimbursed or to be reimbursed in the future by another entity.

By signing below, Employee certifies that his/her moving expenses have not been reimbursed in whole or in part by another entity, and if they are in the future, the Employee shall notify his/her Department Head, Dean or Administrator, within ten (10) calendar days of such payment or agreement for such payment and shall arrange to reimburse the Hiring Unit for its payments including withholdings and deductions not received by the Employee.
12. The Parties agree that any suit or proceeding arising under this Agreement shall be brought solely in a federal or state court serving the County of Albemarle, Virginia.
13. The Parties have carefully read this Agreement in its entirety; fully understand and agree to its terms and provisions and intended and further agrees to be bound by its terms and conditions; and intend and agree that it is final and binding,

**IN WITNESS THEROF:**

\_\_\_\_\_  
Employee Name (Print or Type)                      Employee Signature                      Date

\_\_\_\_\_  
Department Head/Dean Name (Print or Type)                      Department Head/Dean (Signature)                      Date

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Contact Phone Number                      Department Contact Fax Number

\_\_\_\_\_  
Employee ID Number                      Account Number to be Charged

\_\_\_\_\_  
UVA Human Resources Name (Print or Type)                      UVA HR Approval Date

\_\_\_\_\_  
UVA Human Resources Signature

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**UVA Medical Center**

\_\_\_\_\_  
Employee Name (Print or Type)                      Employee Signature                      Date

\_\_\_\_\_  
Department Administrator Name (Print or Type)                      Department Administrator Signature                      Date

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Contact Telephone Number                      Department Contact Fax Number

\_\_\_\_\_  
Employee ID Number                      Account Number to be Charged

\_\_\_\_\_  
UVA Human Resources Name (Print or Type)                      UVA HR Approval Date

\_\_\_\_\_  
UVA Human Resources Signature