



RELOCATION AGREEMENT

This Agreement is made between the UNIVERSITY OF SOUTH CAROLINA ("the University") and ("the Employee") _____.

WHEREAS the Employee begins work for the University on _____ and desires to move and relocate his/her residence from _____ to _____;

WHEREAS the University wishes to assist the Employee with relocation (hereinafter "relocation") to facilitate his/her working for the University;

WHEREFORE, to facilitate the Employee's relocation to begin work at the University, both the University and the Employee agree to the following terms.

1. The University, acting through the hiring department or unit or Dean, (hereafter "hiring department") agrees to reimburse, or pay on behalf of, the Employee an amount not to exceed \$ _____ for expenses incurred for the relocation to be reimbursed to the Employee. All reimbursement claims must comply with University policy and procedures, as amended from time to time. The Employee shall provide original receipts for all reimbursement requests, to the satisfaction of the University prior to any reimbursement.
2. The University will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. The Employee understands that, under federal law, all relocation expenses are considered taxable to the employee. Taxes shall be withheld from all reimbursements. In addition, appropriate taxes will be withheld from the employee's paycheck based on the value of any direct payments made by the University to third parties. All reimbursements and direct payments to third parties will be reported to the Internal Revenue Service as income on the employee's Form W-2.
3. In return for the assistance with relocation expenses as provided in paragraphs 1 and 2, above, the Employee agrees to work for the hiring department on a regular and full-time basis for at least one year beginning on _____ and ending on _____. For faculty with nine-month appointments, one year is defined as nine months (fall and spring semesters). Should the Employee fail to complete the entire year of work for the hiring department to its satisfaction, the Employee shall reimburse the hiring department for all reimbursements made by the University pursuant to paragraph 1, above, and as provided in the following paragraphs.
4. The Employee's failure to remain employed by the University for one year, for any reason whatsoever, will trigger the Employee's duty to repay, pro-rata, the amount paid or reimbursed by the hiring department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves 5 months prior to the end of the year, he/she will repay 5/12 of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives the University a lien on all his/her salary, wages, and other sums payable to him/her by the University. In addition, the Employee hereby authorizes the University to withhold all amounts so due from any sum payable to the Employee by the University, and to use the State of South Carolina's tax off-set system if necessary.



5. If the Employee fails to remain employed by the hiring department for one year for reasons beyond his/her control (e.g. illness or death), other than reasons of poor performance, the University may in its sole discretion waive all or part of the liability owed by the Employee. Any such waiver must be approved in writing by the Employee's department head or dean and the University Chief Financial Officer or designee. Prior to such approval, the department head or dean must notify University Controller's Office if the Employee does not remain employed at the University for the requisite year.

6. In the event the employee transfers to or is hired by another department within the University during the one-year period noted above, the hiring department and the department to which the employee is transferring ("the new department") shall negotiate in good faith for the repayment, pro-rata, of the relocation expenses by the new department. It is the employee's obligation to make the new department aware of the employee's duty to repay the hiring department and to request assistance from the new department. In the event that the new department does not agree to repay the Employee's obligation, the employee remains responsible for repaying reimbursed relocation expenses to the department which initially hired him or her.

7. The University shall not reimburse the Employee for relocation expenses already reimbursed or to be reimbursed in the future by another entity.

BY SIGNING BELOW, the Employee certifies that his/her relocation 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 or dean within 10 calendar days of such payment or agreement for such payment and shall arrange to reimburse the hiring department for its payments including withholdings and deductions not received by the Employee.

IN WITNESS THEREOF:

Employee Name (print or type)	Employee Signature	Date
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Dept Head/Department Mgr. Name (print or type)	Department Head/Department Mgr. Signature	Date
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Dean, Chancellor, or VP signature and Date (if required)

Department Name and Contact Number

University Finance Approval Signature	Date
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