

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

Professor Akbar Sayeed (“Prof. Sayeed”) and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison College of Engineering (“the University”) enter into this settlement agreement and mutual release of claims (“Agreement”) as a complete and final resolution of matters related to Prof. Sayeed’s employment with the University as a member of the faculty arising on or before the effective date of the Agreement. In consideration of the mutual promises contained herein, the parties agree as follows:

- (1) Prof. Sayeed will voluntarily resign from his appointment as faculty with the University effective August 1, 2021. For the remainder of his appointment in the College of Engineering, Prof. Sayeed will report directly to Dean Robertson. Prof. Sayeed will be given an updated list of duties and tasks to be completed during his appointment and prior to August 1, 2021.
- (2) Prof. Sayeed will provide a written notice of resignation effective August 1, 2021. Thereafter, he shall have no further claim to employment at UW-Madison.
- (3) Based on current eligibility criteria, Prof. Sayeed may receive “summer salary” compensation for the months of June and July 2021 provided by existing NSF grants in which he is a co-principal investigator (“co-PI”) (NSF 1703389 and NSF 1629713). If circumstances arise that preclude eligibility for summer salary using the NSF grants, Prof. Sayeed’s compensation (including benefits) for the months of June and July 2021 will be provided by the University via other resources, consistent with University policy, including but not limited to payroll policies and procedures, state wage law, and the August 1, 2021 resignation date.
- (4) The remainder of Prof. Sayeed’s appointment with the University shall be subject to the implementation of the University’s intermittent furlough plan for the time period January 1, 2021 through June 30, 2021.
- (5) Subject to approval by NSF, the two existing NSF grants assigned to Prof. Ramanathan (NSF 1703389 and NSF 1629713) will remain at UW-Madison to be used as directed by Prof. Ramanathan as principal investigator.
- (6) The Provost shall not issue a final decision in the matter of the pending investigation process pursuant to Faculty Policies and Procedures (FPP) chapter 9 and no further action on the investigation, including any disciplinary action, shall be taken.
- (7) Prof. Sayeed’s separation from employment shall be coded in the University’s employment records as a voluntary resignation and the College of Engineering will provide Prof. Sayeed with a complete copy of his personnel file prior to the effective date of resignation.

- (8) Prof. Sayeed shall waive and forego all appeals and other legal claims that he may have against the University related to his employment and does hereby fully release and discharge the University, its affiliates, members, related entities, representatives, agents, officers, officials, employees (past and present), predecessors, successors and assigns, from any and all actions, claims, causes of action, demands, damages, costs, losses, attorney's fees, expenses or disputes of any nature whatsoever, arising in law or equity, from or by reason of any matter, act, omission or cause, whether known or unknown, arising prior to the effective date of this Agreement. Said release includes, but is not limited to, any and all discrimination, retaliation and failure to accommodate claims available to him under state or federal law, which allow for the recovery of past and future wages, attorney fees and costs, other compensatory damages, and punitive damages; any other contract-related claims, including but not limited to claims for promissory estoppel and breach of contract; and any and all claims arising in personal injury, defamation, any other tort, or arising under the following laws, as amended from time to time: the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Equal Pay Act; the Fair Labor Standards Act; Chapters 102, 108, 109 of the Wisconsin Statutes; The Americans with Disabilities Act; the National Labor Relations Act; the Employee Retirement Income Security Act of 1964 (ERISA); or any other State, Federal or Municipal Statutes, regulations or orders relating to employment discrimination, harassment, retaliation or wrongful termination claims. Notwithstanding the foregoing, this waiver shall not apply to rights retained by Prof. Sayeed related to potential actions or claims related to 10 patents owned by the Wisconsin Alumni Research Foundation (WARF) in which Prof. Sayeed is listed as an inventor or co-inventor.
- (9) The University agrees to waive any and all legal claims against Prof. Sayeed, his family members, heirs and assigns, as of the effective date of this Agreement. All future legal claims, if any, asserted in relation to Prof. Sayeed's employment at the University may be referred to UW-Madison for review by the Office of Legal Affairs consistent with the University's indemnification practices.
- (10) Nothing in this Agreement shall preclude the University from disclosing the Agreement or records related thereto in compliance with Wisconsin public records laws, as permitted by appropriate authorization or "need to know," pursuant to lawful order, or as otherwise required by law.
- (11) In compliance with state and federal law regarding public records requests, Prof. Sayeed shall be given notice in advance of any public records request that requires disclosure of records containing information relating to Prof. Sayeed created or kept by the University that result from an investigation into a disciplinary matter involving Prof. Sayeed or possible employment-related violation by Prof. Sayeed of a statute, ordinance, rule, regulation, or policy of the University pursuant to Wis. Stats. s. 19.356 (2). Prof. Sayeed will thereafter have the option to avail himself of remedies set forth in the Wisconsin public records statute referenced herein. Moreover, and consistent with prior practice, at Prof. Sayeed's request the University will include documentation related to

Prof. Sayeed's response(s) in relation to and in conjunction with the production of responsive records.

- (12) No changes will be made by the University with regard to administration of the payroll schedule and compensation amounts for Prof. Sayeed as stated in this agreement, including the terms of paragraphs 3 and 4 above. The terms of this section are contingent upon reasonable expectations on the assignment of duties and tasks by Dean Robertson, Prof. Sayeed's satisfactory performance of the duties and tasks assigned to him, and satisfactory guidance on the tasks from Dean Robertson, as set forth in paragraph 1 above. Exceptions to this term will be made in the case of changes due to unsatisfactory performance of duties by Prof. Sayeed or unsatisfactory guidance on duties by Dean Robertson or Prof. Sayeed's resignation at a date earlier than August 1, 2021 to accept employment elsewhere. Any exceptions or changes to the terms of this section will be mutually agreed upon by the University and Prof. Sayeed after appropriate review by the Provost's Office and the Office of Workforce Relations at the University. If changes are made to compensation for any reason other than exceptions granted pursuant to the terms noted in this section at any time between the effective date of this agreement and August 1, 2021, UW-Madison will be responsible for providing the remainder of the compensation (including benefits) that Prof. Sayeed is entitled to through August 1, 2021, as noted in the terms of this Agreement.
- (13) This Agreement does not release or waive: (i) Prof. Sayeed's rights and benefits under any pension or welfare benefit plans, (ii) any coverage Prof. Sayeed may have to claims defense or insurance as an employee of the University, or under any policy or practice with respect to indemnification of employees, and (iii) Prof. Sayeed's rights under this Agreement. This Agreement shall have no effect on Prof. Sayeed's pension or retirement rights other than making appropriate contributions through August 1, 2021.
- (14) This Agreement is a full and final compromise and settlement of the above-described disputed matters and claims, and neither Prof. Sayeed nor the University will claim to be a prevailing party in this matter.
- (15) Nothing in this Agreement is to be construed as an admission of liability or wrongdoing by any official or employee of the University or by Prof. Sayeed and no party will claim otherwise.
- (16) This Agreement represents the entire agreement between the parties and may not be waived, modified or amended in any respect except by written agreement of the parties.
- (17) In the event any portion of this Agreement is found by a tribunal of competent jurisdiction to be unenforceable, the remaining provisions of the Agreement shall continue and shall be given full force and effect.
- (18) This Agreement may be executed in counterparts, each of which together shall constitute the Agreement.

(19) All of the parties hereto represent and acknowledge that they have read this Agreement and understand its terms in all respects. **By signing this Agreement, the parties represent that they are fully advised of the consequences of signing this Agreement and its final and binding effect and acknowledge that they are signing it knowingly and voluntarily.**

SO AGREED.



Akbar Sayeed, Ph.D.

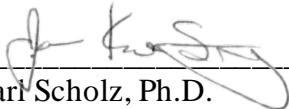
February 10, 2021
Date

**Board of Regents of the
University of Wisconsin System**



Ian Robertson, Ph.D.
Dean, College of Engineering
University of Wisconsin-Madison

February 10, 2021
Date



J. Karl Scholz, Ph.D.
Provost and Vice Chancellor for Academic Affairs
University of Wisconsin-Madison

February 16, 2021
Date