

SETTLEMENT AND GENERAL RELEASE

Through this Settlement and General Release ("Release"), effective as of the date last signed below (the "Effective Date"), Dr. Azza B. El-Remessy, ("Employee"), hereby absolutely, irrevocably and unconditionally releases and forever discharges the Board of Regents of the University System of Georgia, on behalf of the University of Georgia ("UGA"), (collectively, the "Employer") its officers, directors, and other employees from any and all claims, demands, liabilities, obligations and damages of any and every kind or character whatsoever, at law, in equity or otherwise, known or unknown, disclosed or undisclosed, absolute or contingent, that either party now has, has had or may hereafter have by reason of any matter, cause or thing whatsoever arising out of or incidental to relating in any manner Employee's employment with the Employer up to and including the date this agreement has been signed by all parties. The foregoing release shall also be for the benefit of the Employer's officers, employees, directors, parents, subsidiaries, affiliates and agents.

Employee agrees not to start, join or cause to be started a lawsuit or any action arising from any alleged unlawful conduct relating to his employment with the Employer up to and including the date this agreement is signed by all parties, in any forum.

The Employer and Employee agree to honor the terms agreed upon in the "Material Term Sheet" signed on October 5, 2014 and attached to this document. The term "Settlement Agreement" is referring to the entire agreement, (Release and Material Term Sheet).

It is understood and agreed that this is a settlement agreement of disputed claims to avoid any possible lawsuit. By entering into this Settlement Agreement, the Employer does not admit liability or responsibility at any time for any purpose.

If Employee breaks the promises contained in this agreement and files a claim or lawsuit based on legal claims that have been released, Employee will pay for all costs incurred by the Employer or its agents or employees, including reasonable attorneys' fees, in defending against the Employer's claim.

The parties to this Settlement Agreement understand and agree that this agreement shall not be a precedent or model for the resolution or settlement of any future claim resulting from similar or different circumstances.

Employee and the Employer agree that this Settlement Agreement contains a full settlement and resolution of all disputes and issues between the parties relating in any manner to his employment with the Employer up to and including the date this agreement is signed by all parties. It is also understood and agreed that this Settlement Agreement is a full and final release applying to all unknown and unanticipated damages or losses to Employee resulting from or in any way related to his employment with the Employer up to and including the date this agreement is signed by all parties.


Employee represents that he has been represented in negotiations for and the preparation of this Settlement Agreement by counsel of her own choosing, and that she understands all of this Settlement Agreement and is fully aware of its content and of its legal effects.


This Settlement Agreement (Release, Material Term Sheet and Public Statement) states the entire understanding and agreement between the parties with respect to its subject matter. The Employer has made no promises to Employee other than those contained in this Agreement. This Agreement may be modified, or any provision waived, only by a signed written agreement of the affected parties.


Dated:

By 
Dr. David C. Lee, Vice President for Research
University of Georgia

By 
Rebecca Mick, Senior Assistant Attorney General
Counsel for the Board of Regents

By 
Susan Haynes, Assistant Attorney General
Counsel for the Board of Regents

By 
Dr. Azza B. El-Remessy

By 
David M. Stewart
Counsel for Dr. El-Remessy

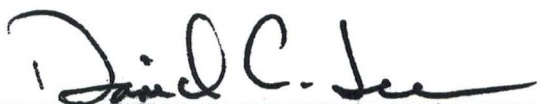
Material Term Sheet

Dr. Azza B. El-Remessy ("Employee") and the Board of Regents of the University System of Georgia, on behalf of the University of Georgia ("UGA"), (collectively, the "Employer") participated in a mediation on October 5, 2016. The parties have reached a resolution of all claims as set forth below:

1. The Employee agrees to and hereby does resign effective December 31, 2016. Employee waives any right to continued employment with Employer, including tenure rights, effective December 31, 2016.
2. Employer agrees to pay \$100,000.00 to Employee for full release of all claims as stated in the General Release and Statement. Employer agrees to issue a check less any amounts required by federal and state tax law.
3. The Employer will not interfere in any way with UGA employees and agents who wish to write letters of recommendation for Employee.
4. Employer agrees that the Compliance Officer from the Office of Vice President of Research will send the email (attached as exhibit A to this agreement) to those parties who were initially emailed regarding the finding of misconduct.
5. Employer agrees it will make no disparaging comments or statements concerning Employee.

Date:

By:



Dr. David C. Lee, Vice President for Research
University of Georgia

By:



Dr. Azza El-Remessy

Exhibit A-Statement

David Stewart

From: Susan Haynes <SHaynes@LAW.GA.GOV>
Sent: Wednesday, October 5, 2016 5:17 PM
To: rchadwick@chadwickmediation.com; David Stewart
Subject: FW: draft statement

From: Susan Haynes
Sent: Wednesday, October 05, 2016 5:06 PM
To: Rebecca Mick
Subject: draft statement

In an email dated June 30, 2016, you were advised regarding an investigation into the research of Dr. Azza El-Remessy led by the University of Georgia ("UGA") and undertaken in conjunction with Augusta University (formerly Georgia Regents University) and the Charlie Norwood Veterans Affairs Medical Center, where Dr. El-Remessy has additional appointments. There was a finding that research misconduct occurred. UGA has been presented with the professional opinions by select independent experts in the same field as Dr. El-Remessy disputing these findings of research misconduct. Dr. El-Remessy and UGA have made a mutual agreement to discontinue their professional relationship. UGA thanks Dr. El-Remessy for her positive contributions to the university and wishes her well in her future endeavors.

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.