



MOVING 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 moving and relocating (hereinafter "moving") to facilitate his/her working for the University;

WHEREFORE, to facilitate the Employee's moving 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 moving 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 moving, and 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 moving 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.

