VOLUNTARY RETIREMENT INCENTIVE PROGRAM WAIVER

I, _______ , knowingly and voluntarily execute this waiver concerning my participation in the Voluntary Retirement Incentive Program ("Program") at the University of Arkansas at Pine Bluff and the Agreement ("Agreement"). I have executed pursuant to the Voluntary Retirement Incentive Program. I state further that:

1. I have knowingly and voluntarily sought this Agreement on my own initiative;

2. I have been apprised of my rights under the Age Discrimination in Employment Act and the Older Workers Benefits Protection Act.

3. I have been advised by, or have had the opportunity to seek the advice and counsel of, Attorneys, accountants and others who could aid me in making an informed decision regarding the Program and terms of my retirement Agreement.

4. I hereby knowingly and voluntarily waive any right or claim under the Age Discrimination in Employment Act, as amended, which I might have or claim against the Board of Trustees of the University of Arkansas or, arising out of my employment with the [Insert Campus] and my participation in the Program.

5. I hereby knowingly and voluntarily waive the forty-five (45) day period for consideration of the terms of, and my participation in, the Voluntary Retirement Incentive Program.

6. I acknowledge that I have a period of seven (7) days following execution of the Agreement by the appropriate officer of the Board of Trustees of the University of Arkansas to revoke the Agreement in writing, such revocation to be received by the Board of Trustees of the University of Arkansas, 2404 North University Avenue, Little Rock, Arkansas 72207, on or before seven (7) days following the execution of the Agreement by the appropriate officer of the Board of Trustees of the University of Arkansas, and I acknowledge that the Agreement shall not become effective or enforceable until such revocation period has expired.

7. I acknowledge that any continuation of or return to employment in any capacity with any campus, unit or division of the University not specifically identified in the Agreement requires the written pre-approval of the President of the University.

_____ _____

Employee Name Date