ACKNOWLEDGEMENT AND AGREEMENT

This is to acknowledge that I have received, read, and understood DigiPen U.S.A. Corporation/DigiPen Institute of Technology’s (“DigiPen”) Employee Handbook, and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with DigiPen. I understand and agree that it is my responsibility to abide by the rules, policies, and standards set forth in the Employee Handbook, and that this Handbook supersedes all prior Handbooks.

I also acknowledge that my employment with DigiPen is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by DigiPen. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no Supervisor or Employee has the authority to enter into an employment agreement—express or implied—providing for employment other than at will.

I also acknowledge that, except for the policy of at-will employment, DigiPen reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of DigiPen. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with DigiPen may be modified at the sole discretion of DigiPen with or without cause or notice at any time. No implied contract concerning any employment-related decision, term of employment, or condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that the foregoing agreement concerning my at-will employment status and DigiPen’s right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and DigiPen concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with DigiPen.

DigiPen Alternative Dispute Resolution Program
I also acknowledge and agree that in the event employment disputes arise between me and DigiPen, I will be bound by the DigiPen Alternative Dispute Resolution Program which provides for final and binding arbitration for disputes relating to termination of employment, unlawful discrimination, and alleged sexual harassment or other unlawful harassment, as defined in the DigiPen Alternative Dispute Resolution Program.

__________________________________________
Date

__________________________________________
Employee Signature

__________________________________________
Employee Name [printed]

TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE