TELECOMMUTING AND REMOTE WORK AGREEMENT FOR PANDEMIC EVENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee”) understand and accept the following provisions regarding my remote work arrangement with [COMPANY] (the “Company”):

**Work Arrangement**

1. As a remote work employee, I will be performing [all/most] of my work from a non-Company [or non-Client] location for the duration of the pandemic event until instructed otherwise by the Company.
2. The scheduled days and hours I will work off site are specified in the [Remote Work Proposal Form/Exhibit A (attached)]. This remote work may include certain “core hours” during which I will be accessible by telephone or e-mail. The total number of hours I work is not expected to change as a result of the remote work arrangement.
3. My remote work arrangement will not be construed as a contract of employment and the Company may legally modify or terminate this arrangement at any time for any reason.
4. If I transfer or am demoted or promoted to another position, this remote work arrangement will be subject to automatic review.
5. The general policies and procedures of the Company [and Client] will remain in effect in this new arrangement.
6. I will be responsible for providing information required for the Company’s attendance and timekeeping procedures. If I am a non-exempt employee, I must email my hours to my manager on a weekly basis.
7. [Client will be responsible for supervising my daily work activities.]

**Compensation and Benefits**

1. My compensation and benefits will not change because I work off-site.
2. I will sometimes be expected to work overtime at my home office, just as I would if I were working on-site. If I am eligible for overtime pay, my manager must authorize my overtime in advance. Any overtime will be paid in accordance with the Company’s overtime policy.

**Computer Equipment and Software**

1. I will work with my manager to determine the equipment and software necessary for me to perform my job effectively from another location.
2. The Company will assume the costs of providing, and will maintain ownership, of this equipment and software.
3. I will not modify or duplicate Company-owned software except as formally authorized.
4. I will take reasonable care to protect the equipment from theft, damage or misuse. In the event that a theft should occur despite reasonable security precautions, the Company will replace the equipment.
5. I must return all equipment and software when the remote work arrangement ends or when I leave the Company. If I refuse to return any Company materials, the Company may take whatever legal action is necessary to regain its property, data, or supplies.

**Technical Support**

1. The Company will provide technical support only for computer equipment and software that it provides and accepts no responsibility for damage or repairs to any equipment I own.
2. I understand that this support is available only by phone and email and that technicians will not be dispatched to my home office. I may, if authorized, have my equipment repaired by a Company-selected vendor near my home office.

**Furniture, Office Supplies and Travel Expenses**

1. The Company will provide me with an ergonomically suitable chair and general office supplies. If additional supplies are needed, such as headsets, printers, additional monitors, etc., my manager must approve these expenses.
2. I will provide and maintain an ergonomically suitable desk and lights, grounded electrical outlets, smoke detectors, and a fire extinguisher. The Company will reimburse me up to $[DOLLARS] for expenses for equipment not supplied by the Company.
3. I am responsible for any home expenses, such as utility bills, and expenses related to building or remodeling my workspace.
4. The Company will not reimburse me for travel expenses other than those normally covered under existing company policy.

**Internet/Telephone/Connectivity**

1. I will work with my manager to determine the appropriate Internet connection, VPN, and number of telephone lines needed to conduct business effectively from my home office.
2. The Company will pay for installation and monthly fees on these business-related Internet and telephone lines.
3. If I purchase a computer, laptop, or telephone for my home office, the Company will reimburse me up to $[DOLLARS] for these expenses.
4. I am responsible for ordering these Internet/phone lines and services.
5. I will submit a reimbursement request for business-related use of my home Internet/telephone lines.

**Insurance**

1. I understand that the Company’s property insurance does not extend to my home, and that I am required to contact my homeowner’s or renter’s insurance carrier to determine to what extent my policy covers the equipment.
2. I will register my remote work equipment with my insurance carrier or, if necessary, purchase an additional rider to my existing policy.
3. I will provide proof of such insurance to the Company.

**Data Security and Proprietary Information**

1. I will take all precautions necessary to protect and hold secure proprietary information and will comply with Company [and Client] policies regarding data security, encryption, protection standards, and settings.
2. I will regularly use the Company-provided anti-virus software and will not install non-Company provided or supported software on Company-provided equipment. I will not download suspicious, unauthorized, or illegal software.
3. I agree to follow the Company’s [and Client’s] standard policy regarding securing and disposing of confidential information. This includes strong and private passwords, locked cabinets, and shredding.
4. I will not use Company-provided equipment for personal use and will prevent unauthorized access to Company [or Client] data by individuals who are not Company [or Client] employees (spouse, children, visitors, etc.).

**Safety and Liability**

1. I will designate adequate and separate workspace in my home and keep that space in safe, hazard-free condition. Company-provided equipment will be connected to a properly grounded electrical outlet and all wires will be kept out of walkways.
2. I understand that with at least 24 hours advance notice, an authorized representative of the Company may make annual on-site visits to my home office during regular business hours to monitor my compliance with Company regulations including safety, security, and confidentiality regulations, or to inspect or retrieve data, Company equipment, or similar material.

**Workers’ Compensation/Liability**

1. I understand that the Company has the same interest in my health and safety at my home office as it does when I work at one of its work sites.
2. Since my home office is an extension of the Company’s workspace, the Company continues to be liable under its Workers Compensation insurance plan for work-related accidents or injuries which take place during my approved work schedule and in my designated work area.
3. I understand that this coverage does not extend to family members, visitors and others in my home, even if the injury/accident occurs in my home office.
4. I further understand that, because of liability concerns, I will not hold business meetings in my home. Necessary meetings will be held [at a Company facility/in a nearby restaurant or other public facility].
5. In the event of a work-related injury or accident I will follow the same reporting/documentation procedures required for those occurring at a Company work site.

**Tax Issues**

1. I understand that it is my responsibility to assess tax implications related to my home office and that the Company does not offer guidance on tax issues. If I have any questions regarding tax implications I am encouraged to consult with a qualified professional.

**Dependent Care**

1. I must ensure that my home office environment allows me to meet my job responsibilities in the same professional manner as when I am on site. To that end, I am responsible for maintaining appropriate childcare or eldercare arrangements, as applicable, and for establishing work practices that make the remote work arrangement transparent in my business dealings. I understand that remote work is not to be used as a substitute for regular dependent care.

[Training

42. Telecommuters and managers are required to participate in a Company-sponsored training program before a remote work arrangement begins.]

**Work Setup**

The location of my off-site work location is:

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of workspace at off-site work location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remote work phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Date:The remote work arrangement will commence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trial period: A trial period will commence on the start date shown above and my manager and I will review the arrangement in approximately \_\_\_\_\_ days.

Attachments

Copy of Remote Work Arrangements Request Form

Copy of current homeowner or renter insurance policy covering telecommuter’s residence

The equipment and software being provided to me include:

Description of Item ID Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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### Other provisions:

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*I have read and accept the terms of this agreement. I also have read and accept the terms of the Company’s telecommuting guidelines. I acknowledge that the Company may terminate or modify a remote work arrangement at any time for any reason. Remote work arrangements are not and will not be construed as a contract of employment. The Company’s employment relationships are “at will,” meaning that I am free to resign at any time for whatever reason and the Company may terminate the employment relationship at any time, with or without cause.*

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Telecommuter’s Name (please print) Signature Date

*I have reviewed this agreement with this employee and witnessed the employee’s signature.*

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Manager’s Name (please print) Signature Date