



This Telecommuting Agreement (“Agreement”) is entered into by and between the Palo Alto Veterans Institute for Research (“PAVIR”) and _____ (“Employee”), effective _____.

RECITALS

A. Employee desires to participate in PAVIR’s Telecommuting Program. Employee’s position and work history, including Employee’s performance, currently qualifies Employee to participate in the Telecommuting Program.

B. PAVIR and Employee agree that Employee may participate in the Telecommuting Program consistent with the terms of PAVIR’s Telecommuting Policy and the terms of this Agreement.

AGREEMENT

PAVIR and Employee hereby agree as follows:

(1) As an approved Telecommuter, Employee understands that this Agreement is not an employment contract. PAVIR employees are employed to complete specific job duties. PAVIR employees are employees AT WILL, which means either Employee or PAVIR can end the employment relationship at any time, and for any reason.

(2) Employee agrees to adhere to the terms of the Telecommuting Policy and all PAVIR policies during their work hours.

(3) Employee understands that their participation in the Telecommuting Program will not change the terms and conditions of their employment (i.e., salary, hourly rate, review dates, benefits and job responsibilities) unless policies are changed for all employees.

(4) Employee understands that the Telecommuting Program allows employees to work from their home or other appropriate U.S. location for all or part of their regular workweek. Employee understands that **telecommuting from a location outside of the United States is prohibited**, even for limited periods of time, and agrees to adhere to the terms of this policy. Note that incidental travel to attend a professional conference or meeting does not constitute telecommuting.

(5) Employee agrees to immediately tell their supervisor of any problems or concerns Employee experiences while telecommuting.

(6) Employee understands that the decision to allow Telecommuting is solely at the discretion of the employee’s supervisor.

(7) Employee agrees to comply with the approved work schedule including, if the Employee is in a Non-Exempt position, taking required meal and rest breaks, recording all hours worked, not working during non-scheduled hours without prior approval, and requesting prior authorization to work overtime or use leave in accordance with institution policies and procedures.

(8) Employee agrees to report on site from time to time as part of their regular job, to perform duties, receive training or participate in meetings as needed.

(9) Employee agrees to maintain confidentiality and take all measures necessary to safeguard the integrity of institution data, equipment, systems, and supplies.



(10) Employee understands that PAVIR equipment located in their home is on loan and belongs to PAVIR. PAVIR equipment is restricted to business use and may not be used by other members of the household. As with those working on premises, PAVIR reserves the right to monitor email activity in accordance with its policies and procedures. As a result, employees should not have an expectation of privacy in this regard. PAVIR Principal Investigators are responsible for maintenance of PAVIR owned equipment. Personal equipment used with the permission of Employee's supervisor while Telecommuting is their responsibility. At the end of the telecommuting arrangement, Employee will return institution equipment and all hard and soft copy data to their supervisor and will not keep any copies.

(11) Employee agrees to provide a workspace free from distractions (e.g., family members, barking dogs, visitors, phone calls, TV) and make appropriate day care arrangements during their off-site work hours.

(12) Employee is responsible for the basic utility, modification, and household expenses needed to support the telecommuting arrangement. Employees may request an allowance for the business use of personal phones and internet. See PAVIR's [Electronic and Communication Devices & Services Policy](#) for more information and complete the [Mobile Phone / Internet Allowance Request](#) if necessary.

(13) Employee is responsible for the return of all equipment. Employee understands that PAVIR may take all steps allowed under law to recover costs associated with the failure to return PAVIR equipment.

(14) Employee understands the requirements of this Agreement and acknowledges that a breach of confidentiality or non-compliance with these requirements could result in disciplinary action up to and including termination of employment.

(15) This Agreement reflects the entire agreement between the parties relating in any way to the subject matter hereof. No statement, promise or different representation has been made which in any way forms a part of, or modifies this Agreement. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by both parties.

Schedule / Location

(1) Indicate days of the week when you anticipate telecommuting. Use the "Notes" section to tell us if your telecommuting schedule is flexible or to provide additional details as applicable.

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Notes:



(2) Location(s) for Telecommuting (city, state): _____

Home Office and Security of Information

1. Do you need PAVIR to supply you with any equipment for your home office (i.e. lockbox, office supplies, etc.)? Yes No

If so, please list the equipment you will need help obtaining:

2. Do you need PAVIR to supply you with any technology for your home office (monitor, mouse, phone, microphone, encryption software, network access, etc.)? Yes No

If so, please list the technology you will need help obtaining:

3. Describe the steps you will take to secure PHI and other confidential information (*if not applicable write "N/A"*):

4. When you are working remotely, will you still need to drive to various locations (other than your lab/office) to complete job related tasks (e.g., picking up samples, visiting patient clinics, etc.)? Yes No

IN WITNESS HEREOF, the parties have executed this Agreement as of the dates set forth below.

Dated

Employee Signature

Dated

Principal Investigator Signature