



This Telecommuting / Remote Work 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 / Remote Work Program. Employee’s position and work history, including Employee’s performance, currently qualify Employee to participate in the Telecommuting / Remote Work Program.
- B. PAVIR and Employee agree that Employee may participate in the Telecommuting / Remote Work Program consistent with the terms of PAVIR’s Telecommuting / Remote Work Policy and the terms of this Agreement.

### **AGREEMENT**

In consideration of the promises of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

- (1) As an approved Telecommuter or Remote Worker, 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 / Remote Work Policy and all PAVIR policies, instructions, and procedures during their off-site work hours.
- (3) Employee understands that their participation in the Telecommuting / Remote Work 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 on-site employees.
- (4) Employee agrees to immediately tell their supervisor of any problems or concerns Employee experiences while telecommuting or working remotely.
- (5) Employee understands that the decision to allow Telecommuting or Remote Work is solely at the discretion of PAVIR management or the employee’s supervisor and that management may disallow their request for Telecommuting or Remote Work or, if granted, may discontinue their arrangement at any time for any reason.
- (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 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. PAVIR reserves the right to monitor email and internet activity in accordance with its policies and procedures as well as applicable VA rules and regulations. As a result, employees do not have an expectation of privacy in this regard. PAVIR is responsible for all maintenance of PAVIR owned equipment. Maintenance will be coordinated through the PAVIR IT Director. Any changes to equipment will be done under the direction of an authorized technician. Personal equipment used with the permission of Employee's supervisor while Telecommuting is their responsibility. At the end of the telecommuting/remote arrangement, Employee will return institution equipment and all hard and soft copy data to PAVIR 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/remote work arrangement.

(13) Employee is responsible for the return of all equipment. Employee understands that PAVIR will 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. Days and Hours of Telecommuting or Remote Work:

Monday: \_\_\_\_\_

Tuesday: \_\_\_\_\_

Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_

Friday: \_\_\_\_\_

Other: \_\_\_\_\_

2. Location(s) for Telecommuting or Remote Work:

City, State: \_\_\_\_\_

**Home Office and Security Information**

1. Equipment Needs for Home Office (i.e. lockbox, office supplies, etc.):

2. Technology Needs for Home Office (i.e. monitor, mouse, phone, microphone, encryption software, network access, etc.):

3. Describe the steps that will be taken to secure PHI and Other Confidential Information (if this is not applicable enter "N/A"):

4. Will the change in your work location, along with the requirements of your job, mean you will have to drive for work while working offsite?       Yes       No

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Investigator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PAVIR CEO Signature

\_\_\_\_\_  
Date