

FERMILAB

AGREEMENT & AUTHORIZATION FOR TELECOMMUTING

The Employee named below is hereby authorized to perform work for Fermilab at the residence or off-site office located at:

_____ (Address) _____ (City) _____ (State) _____ (Zip)

in accordance with the terms and conditions stated herein. Employee understands and agrees that authorization to perform Fermilab job duties away from the Fermilab premises is a privilege, and can only be granted in areas where such duties are compatible with Fermilab operations and to employees deemed eligible for off-site work assignments at Fermilab's sole discretion.

EMPLOYEE NAME: _____ **Fermilab Extension:** _____ **MS:** _____

DEPARTMENT/DIVISION: _____ **Employee No.:** _____

AUTHORIZED DUTIES/ASSIGNMENTS:

AUTHORIZED DAYS TO WORK AT REMOTE LOCATION: _____

NOTE: Any hours involving premium overtime must be specifically approved by the Supervisor.

Employee further understands and agrees:

1. This is a voluntary Agreement;
2. That this Agreement does not create a right to perform job duties at any location other than the Fermilab site;
3. That this Agreement is not an entitlement or a contract of employment and may not be construed as such;
4. That this Agreement may be terminated without cause by either party upon ten business day's prior written notice;
5. That Fermilab information and government-owned equipment maintained at Employee's premises will be protected from unauthorized or accidental access, use, modification, destruction, or disclosure;
6. That Employee's off-site work space will be maintained by Employee in a safe condition, free from hazards to persons and Equipment;
7. That any government-owned equipment provided to Employee by Fermilab shall remain the property of the government, and that all such government-owned equipment will be returned to Fermilab for inspection, repair, replacement, or repossession upon five (5) business day's prior written notice;
8. That any accident must be brought to the immediate attention of Supervisor;
9. That working at a remote location is not a substitute for child or elder care and Employee will manage dependent care and personal responsibilities in a manner that allows job responsibilities to be successfully met;
10. That Employee agrees to be accessible (e.g., by e-mail, telephone) during designated work hours and will meet with Supervisor and attend Fermilab meetings upon request of the Supervisor.
11. That other than duties and obligations expressed in this agreement, all duties, obligations, responsibilities, and conditions of employment with Fermilab remain unchanged and all Fermilab rules and regulations pertaining to employment, employee conduct, and performance of duties and health and safety apply to this agreement.
12. Employee remains liable for injuries to third parties and/or members of Employee's family at the Employee's residence, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of Fermilab.
13. That government-owned equipment and Fermilab-paid services must be used at least 85% for official Fermilab business. The employee will be required to report business usage at least on an annual basis.
14. Any personal income tax consequence arising out of this agreement is the sole responsibility of the Employee.
15. Employee is solely responsible for observing any local zoning ordinances regulating the performance of work at the remote location.
16. The Official Duty Station for purposes of Pay/Leave & Travel entitlements is Fermi National Accelerator Laboratory (FNAL).
17. Employee is responsible for all costs beyond basic connectivity and communication services, i.e., insurance, electricity, heat, etc.
18. The "Fermilab Policy on Computing" applies to employees using government computing resources at a remote location.
19. Worker's Compensation Liability is limited to the workplace maintained as the telecommuting location as opposed to other areas of the home.

FERMILAB AGREEMENT & AUTHORIZATION FOR TELECOMMUTING

USE OF GOVERNMENT-OWNED EQUIPMENT: If government-owned equipment is to be used by the above Employee away from the Fermilab premises, the following **MUST** be completed:

Description of Equipment	Quantity	Serial No.	Property No.	Est. Return Date

Fermilab may at any time change the conditions for authorizing telecommuting.

APPROVAL: I hereby approve performance of the job duties/assignments stated herein by the Employee named above and at the above-specified location. If government-owned equipment is to be used by the Employee, I hereby approve removal of the above equipment from the Fermilab premises, and of the Employee's storage and usage of such Equipment at the above stated location. **(Attach copy of Property Pass.)**

(Signature of Supervisor) (Date)

(Signature of Division/Section Head) (Date)

I hereby affirm by my signature that I have read this Telecommuting Agreement, understand its subject matter, and agree to all of the above terms and conditions.

(Signature of Employee) (Date)