

# TELECOMMUTING AGREEMENT

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This **Telecommuting Agreement** ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_  
("Effective Date") by and between \_\_\_\_\_ ("Employee") and  
\_\_\_\_\_ ("Company"). The purpose of this Agreement is to establish the terms and  
conditions under which the Employee is authorized to perform work from a remote location.

**1. Scope of Telecommuting Arrangement.** Employee agrees to perform their job duties remotely, as outlined in their job description, and adhere to the same standards, policies, and expectations as if they were working at the Company's premises.

This Telecommuting Agreement does not affect in whole or in part any preexisting Employment Agreement which may exist between Employee and Company. This Telecommuting Agreement does not constitute an Employment Agreement between Employee and Company if no prior or subsequent agreement is made.

**2. Work Location.** Employee: (Check one) ☐ shall be required to work at the office  
\_\_\_\_\_ [Required days or hours]. Employee shall work the remaining hours  
remotely ☐ shall not be required to work at the office at any time. Position is fully remote unless or until  
this agreement is altered.

Employee shall be required to attend training and company events. (Optional)

**3. Work Schedule.** Employee will maintain a work schedule consistent with their on-site colleagues, and as approved by their supervisor. Employee's hours shall be ☐ synchronized with the primary time zone of the Employer ☐ within their respective time zone.

**4. Communication.** Employee shall maintain regular communication with their supervisor and team members through email, phone, or other appropriate means. Employee is responsible for ensuring they have a reliable and secure Internet connection and a webcam with microphone. Employer will provide appropriate video conference account (Zoom, Skype, etc.) and access to the link. Employer will provide Employee with a company email account and phone number if Employer wishes to communicate via text messages.

**5. Workspace and Equipment.** Employee shall maintain a suitable workspace at their remote location, free from distractions and hazards. Company ☐ may ☐ shall provide equipment and supplies necessary for the Employee to perform their job duties. If provided, Employee agrees to use such equipment and supplies solely for Company-related work and to maintain them in good working condition.

Any equipment or supplies provided by the Company remain the property of the Company and must be returned upon termination of employment or upon request.



**6. Security and Confidentiality.** Employee shall maintain the same level of security and confidentiality as required at the Company's premises. This includes safeguarding passwords, securing sensitive information, and following the Company's data security and privacy policies. If Company requires additional levels of encryption, virus protection software, etc., Company agrees to provide Employee with its own hardware, or to reimburse Employee for installing such software on Employee's computer.

**7. Expenses.** Employee ☐ shall ☐ shall not be responsible for any expenses incurred as a result of telecommuting, including but not limited to Internet, phone, and utility costs, unless otherwise agreed upon in writing by the Company. The Company ☐ shall ☐ shall not pay reasonable costs for required video conferencing accounts, company software apps and other company required access.

**8. Performance and Evaluation.** The Employee's performance while telecommuting will be subject to the same performance expectations, evaluation criteria, and review processes as employees working at the Company's premises.

**9. Modification or Termination of Agreement.** This Agreement may be modified or terminated at any time by mutual agreement between the Employee and the Company, or unilaterally by the Company, with reasonable notice. The Company reserves the right to require the Employee to resume working at the Company's premises if deemed necessary.

**10. Severability.** If any clause of this Agreement shall be held or made invalid by a court decision, statute or rule, or otherwise rendered invalid, the remainder of this Agreement shall not be affected.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to any conflict of laws or principles in any other state where Employee or Company may reside.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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**Employee Signature**

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**Employee Name**

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**Company  
Name**

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**Company Representative  
Signature**

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**Company Representative  
Name and Title**

