Annex No. 1 to Directive No. A/S/961/3/2020 – Agreement on Work from Home template

**Agreement on Work from Home**

**University of Chemistry and Technology in Prague** (hereinafter referred to as “UCT Prague”)

Registered address: Technická 5, 166 28 Prague 6, Company ID: 60461373

Represented by: Prof. Dr. RNDr. Pavel Matějka, Rector, UCT Prague

(Hereinafter referred to as the “employer”)

And

Employee:

Personal number:

 (Hereinafter referred to as the “employee”)

Have concluded this Agreement:

**Purpose of the Agreement**

1. The purpose of this Agreement is to allow an employee whose employment relationship with the employer exists based on an employment contract of **DD.MM.RRRR** to work from home and to further specify the conditions of work performed in this way.
2. In the scope stipulated by this Agreement, the employee is allowed to fulfil their work obligations and tasks as stipulated in the employment contract and further specified in job description, or part thereof also outside the employer’s workplace.

**Subject matter of the Agreement**

1. With effect **from** **DD.MM.RRRR**, the employee and the employer have agreed that under the conditions stipulated in this Agreement, the employee can perform work in accordance with the employment contract from home.

The place of work from the employee’s home is[[1]](#footnote-1):

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case the employee will perform work from home at a different place than stipulated above, they must inform head of department about this fact the in writing or electronically without unnecessary delay.

1. By signing this Agreement, the employee declares that they have the following equipment for work from home at their disposal[[2]](#footnote-2):

☐ Own PC

☐ Company PC

☐ Own Internet connection

☐ Internet connection provided by employer

☐ Distance access to UCT Prague network

1. During working from home, communication conducted in connection with work will be done using[[3]](#footnote-3):

☐ Company mobile phone, tel. number: \_\_\_\_\_\_\_\_\_\_\_\_

☐ Own telephone, tel. number: \_\_\_\_\_\_\_\_\_\_\_\_

☐ Electronic mail

☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In case the employee has own extension at work provided by the employer, the employee is obligated to redirect telephone calls from that extension to their company/own mobile phone for the duration of work from home.

**Conditions of work from home**

1. The employee undertakes to work from home in the same quality, amount and manner as if they were working at the employer’s workplace.
2. The employee is obligated to insert a request to work from home in the electronic presence system at least 1 working day before the planned start of work from home. The request must then be confirmed by the head of department, either by approving or rejecting it.
3. While working from home, the employee must be available on at least one of the agreed contacts for the duration of the basic working hours as stipulated in internal regulation No. A/N/961/5/2018 Rules of Employment of the University of Chemistry and Technology in Prague.
4. While working from home, the employee is obligated to take part in all planned and unplanned department meetings and other meetings in accordance with the head of department’s instructions. In case means of distance communication cannot be used for these purposes, the employee must interrupt work from home.
5. The employee and the employer have agreed that during work from home, tasks will be assigned and their fulfilment will be checked via electronic mail, and that means referred to in Article II, Para 3 hereof will be used as means of communication and for working with the employer and other employees.
6. While working from home, employees are not entitled to:
7. Remuneration in case of other significant personal obstacles to work,
8. Salary, time off in lieu, remuneration or bonuses for work on state holidays.

In case the employee cannot work from home for reason of other significant personal obstacles to work, they are entitled to remuneration only in case of death of a family member, own wedding.

1. The employee agrees that no costs will be reimbursed to them that they would not incur if they were working from the employer’s workplace.
2. The employer is not responsible for any damage the employee suffers while working from home unless this has a direct connection to the performed work, nor for any damage to equipment and personal possessions of the employee that they have used to work from home outside the scope of entrusted work equipment without the employer’s consent.
3. The employer reserves the right to permit/not permit work from home. At the same time, the employer reserves the right to interrupt the approved period of work from home and ask the employee to come work at the employer’s workplace.
4. By affixing their signature, the employee confirms that they have got acquainted with the provisions of Directive No. A/S/961/3/2020 Work from Home.

**Protection of health and occupational safety**

1. The employee pledges to comply with all rules concerning protection of health and occupational safety in the same way they would if they were working at the employer’s workplace.
2. By signing this Agreement, the employee declares that they have been duly informed about the occupational safety regulations, acquainted with instructions and recommendations for the organization of the place of work outside the employer’s workplace and with the employer’s measures concerning protection of health and occupational safety and that they have received these recommendations in writing.
3. Pursuant to provisions of the Labour Code, the employee is obligated to allow the employer to inspect the place of work regarding compliance with occupational safety conditions. In case of an occupational injury, the employee agrees to an immediate inspection in order to inspect the circumstances under which the injury has happened

**Protection of information**

1. While working from home, the employee is obligated to ensure protection of data, information and personal data connected with fulfilment of work tasks against their possible abuse by third parties and against publication.
2. Violation of the employee’s duties in connection with protection of information and personal data constitutes a severe breach of this Agreement and a reason for withdrawal from the Agreement on the part of the employer.
3. In case of a breach of the provisions of this Article, the employer is allowed to demand the employee to pay damages.

**Final provisions**

1. The employer and the employee can withdraw from this Agreement without giving any reason. The notice must be made in writing. The period of notice is one month and it starts on the first day of the month following the delivery of the notice in writing to the other contracting party.
2. The employer has the right to withdraw from this Agreement for reasons of a breach of obligations on the part of the employee arising from this Agreement or for reasons of a serious breach of other work obligations on the part of the employee. The effects of the withdrawal occur immediately after the notice of withdrawal is delivered to the employee.
3. This Agreement is concluded for a limited period of time **until** **DD.MM.RRRR**. Unless one of the parties informs the other party at least one month before the end of the duration of the Agreement that they do not intend to extend (continue) the Agreement, the Agreement is extended by another year.
4. The Agreement ceases to be in effect when the employee’s employment relationship with the employer comes to an end, provided this happens first.
5. After the termination of this Agreement, the employee’s employment relationship is further regulated by the employment contract.

Statement of the head of department:

I agree with work from home under the conditions above.

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 Name and signature of the head of department

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 Responsible Vice-Rector/Registrar

In Prague, on

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 Employee Employer

1. The employee will fill in the exact address/addresses where they will work [↑](#footnote-ref-1)
2. Tick all that apply. [↑](#footnote-ref-2)
3. Tick all that apply. [↑](#footnote-ref-3)