**TELECOMMUTING AGREEMENT**

The effective date of this Telecommuting Agreement (the “Agreement”) is [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

Employee agrees to participate in the telecommuting programme and to adhere to the applicable guidelines and policies. Company concurs with the Employee's participation and agrees to adhere to the applicable guidelines and policies.

The Telecommuting Agreement is subject to the following terms and conditions:

1. **DURATION**

This agreement will be valid for a period of [SPECIFY TERM] beginning on [START DATE] and ending on [END DATE]. At the end of that time, both parties will participate in a review which can result in the reactivation of the agreement.

1. **WORK HOURS**

Employee's work hours and work location are specified in the Appendix at the end of this agreement.

1. **PAY AND ATTENDANCE**

All pay, leave and travel entitlement will be based on the Employee's primary business location. Employee's time and attendance will be recorded as performing official duties at the primary business location.

1. **LEAVE**

Employee must obtain approval before taking leave in accordance with established office procedures. By signing this form, Employee agrees to follow established procedures for requesting and obtaining approval of leave.

1. **OVERTIME**

The Employee will continue to work in pay status while working at the home office. An Employee who works overtime that has been ordered and approved in advance will be compensated in accordance with applicable law and rules. The Employee understands that Company will not accept the results of unapproved overtime work and will act vigorously to discourage it.

By signing this agreement, the Employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting programme or other appropriate action.

1. **BUSINESS OWNED EQUIPMENT**

In order to effectively perform their assigned tasks, Employees may use Company equipment at the telecommuting location with the approval of Company. The equipment must be protected against damage and unauthorised use. Company owned equipment will be serviced and maintained by Company. Any equipment provided by the Employee will be at no cost to Company, and will be maintained by the Employee.

1. **INSPECTION**

The telecommuting location will be inspected periodically to ensure that proper maintenance of Company equipment is performed, and that safety standards are met. Notice must be given to the Employee at least [NUMBER] hours in advance of the inspection, which must occur during normal working hours.

1. **LIABILITY**

Company will not be liable for damages to the Employees' property that result from participation in the telecommuting program.

1. **REIMBURSEMENT**

Company will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the Employee's residence. The Employee does not relinquish any entitlement to reimbursement for authorised expenses incurred while conducting business for Company.

1. **WORKERS' COMPENSATION**

The Employee is covered under the [LAW] if injured in the course of performing official duties at the telecommuting location.

1. **WORK ASSIGNMENTS**

The Employee will meet with [DESIGNATE CONTACT PERSON] to receive assignments and to review completed work as necessary or appropriate. The Employee will complete all assigned work according to work procedures mutually agreed upon by the Employee and [THE CONTACT PERSON] according to guidelines and standards stated in the Employee's performance plan.

1. **EMPLOYEE EVALUATION**

The evaluation of the Employee's job performance will be based on norms or other criteria derived from past performance and occupational standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the Employee will be used to rate job performance and establish standards. The Employee's most recent performance appraisal must indicate fully achieved standards.

1. **RECORDS**

The Employee will apply approved safeguards to protect Company records from unauthorised disclosure or damage. Work done at the telecommuting location is considered Company business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location.

1. **CURTAILMENT OF THE AGREEMENT**

Specify whether the Employee may continue working for your business if the Employee no longer wishes to telecommute. Also specify the circumstances under which the telecommuting agreement will be terminated by your business (e.g., if continued participation fails to satisfy business needs) and the consequences of that termination on the worker's continued employment.

1. **PERFORMANCE LOCATION**

The Employee agrees to limit performance of assigned duties to the primary business location or to the approved home location. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate disciplinary action.

1. **ATTORNEY’S FEES**

Attorney's fees and court costs shall be paid by the defendant in the event that judgement  must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY EMPLOYEE

Signature Signature

Print Name and Title Print Name and Title

**APPENDIX A**

The following hours and locations are agreed to in support of the Telecommuting Agreement.

Primary Business Location:

Telecommuting Location:

**GENERAL WORK HOURS:**

**Day Hours Location (home, office, other)**

Monday: -

Tuesday: -

Wednesday: -

Thursday: -

Friday: -

Saturday: -

Sunday: -

Comments (Schedule flexibility, etc.):