



# TELECOMMUTING AGREEMENT

This Telecommuting Agreement (“Agreement”) by and between \_\_\_\_\_ (“Employee”) and the University of Delaware (“Employer” or “the University”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

1. This Telecommuting Agreement is an agreement between the University and Employee regarding conducting work in an off-site setting (defined as “telecommuting”). This Agreement is subject to the University’s Flexible Work Arrangements Policy (“Policy”), which is incorporated by reference herein. If there are any discrepancies between the Policy and this Agreement, the terms of this Agreement shall govern. Participation in this Agreement is at the discretion of the University, and may be terminated by either the Employee or the University, with or without cause, and with or without notice.
2. Employee agrees that telecommuting is voluntary and that nothing contained herein constitutes a contract of employment for a given term. This Telecommuting Agreement is not a contract of employment, may not be construed as such, and does not alter the at-will nature of Employee’s employment with the University. This Telecommuting Agreement is entered solely as a matter of convenience, and not necessity, as to both the University and Employee. As such, telecommuting is not an employee benefit, and no employee is entitled to, or guaranteed the opportunity to telework.
3. This Telecommuting Agreement will be supervised by \_\_\_\_\_ at the University.
4. The Employee’s salary, job responsibilities and benefits, including vacation, sick leave and travel benefits, will not change because of this Agreement.
5. Employee must comply with all University policies and procedures while working off-site.
6. For purposes of this Telecommuting Agreement, Employee’s work schedule is listed below. If Employee needs to change the schedule as given, he or she agrees that advance written approval of Manager is required.
  - **Telecommuting Work Schedule.** From the Effective Date of this agreement, Employee will work on a full-time basis and will telework a maximum of \_\_\_\_\_ day[s] per week. The designated day[s] for telecommuting shall be \_\_\_\_\_.
  - **Core Hours.** While telecommuting, Employee’s daily “Core Hours” when he/she must be accessible and available to coworkers are between \_\_\_\_\_ A.M. (EST) and \_\_\_\_\_ P.M. (EST).
  - **Times or Days When Employee is expected to Be in the Office.** Employee is required to work on University premises on those working days when he/she is not telecommuting. At Manager’s request, Employee agrees to report to the University, even on normally scheduled telecommuting days, as Manager may require due to the business needs of the University.
7. Employee must maintain a separate work area designated in the off-site setting for the performance of all work pursuant to this Telecommuting Agreement (“Work Area”). The Work Area must at all times be secure and maintained in a safe condition. The Employee’s remote location is located at the following address:

\_\_\_\_\_  
\_\_\_\_\_



8. In order to maintain close communication and standards of professionalism with the Employer while working from a remote location, the Employee shall:
  - Notify his/her supervisor and coworkers of any change in the core telework schedule.
  - Be available to his/her supervisor and coworkers by telephone and email during Core Hours (previously defined).
  - Return calls and emails in a timely manner.
  - Participate in any required communications with his/her supervisor and coworkers.
  - Have office calls forwarded to the remote site.
  - Answer the telephone during Core Hours.
9. Workers Compensation benefits will apply only to injuries to Employee occurring within the Work Area and which arise out of and during the course of employment as defined by Delaware Workers Compensation Law. Employee must report any such work- related injuries to Manager immediately. The University is not responsible for personal injuries or property damage unrelated to such work activities that might occur in the Work Area, and under no circumstances shall the University be responsible to third parties (including members of Employee's family on Employee's premises), whether or not present at the invitation of Employee, for any damages to their person or property which occurs at, about, or around the Work Area, which responsibility shall rest entirely with Employee. Employee agrees to defend, indemnify and hold harmless the University, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney's fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions.
10. Employee will provide the following equipment, software, communications resources, and/or other items for use in completing his or her off-site work for the University under this Telecommuting Agreement:
  - Hardware (e.g., computers, printers, internet connection, phone, fax machines, etc.)
  - Software (e.g., Microsoft Office Suite, anti-virus software)
  - Other (e.g., supplies, furniture, moving expenses)
11. Employee is responsible for ensuring that all (including personally-owned) hardware, software, and other equipment used within the Work Area are properly and appropriately configured and maintained and that they are sufficient for the University's business needs, including security and quality of work.

Security controls include, but are not limited to:

- Management of computers (e.g., patching, anti-virus software, application whitelisting, etc.). The unit IT professional or Information Technologies can provide assistance if necessary.
  - Encrypting portable devices, including laptop computers, smartphones, and tablets, with whole disk encryption
  - Encrypting sensitive University information at the file level
  - Using Virtual Private Network (VPN) connections when remotely accessing central IT resources
  - Prohibiting computers from being used by others (e.g., children, spouse) if highly sensitive or critical University data (e.g., social security numbers, grades, etc.) is accessible by others using the device.
  - Ensuring that University information and any devices used to access, process, store, or transmit it are physically secured from unauthorized access, destruction, or theft
12. The University will not reimburse Employee for the cost of expenses related to the Work Area, including heat, water, electricity, and any insurance coverage not provided by the University. Personal tax implications, if any, related to the Work Area shall be Employee's responsibility. In addition, Employee understands and agrees that the University will not undertake to withhold any additional state or local income taxes to which Employee may be subject as a result of entering into this Telecommuting Agreement, unless otherwise requested in writing by Employee to do so.



13. Employee is responsible for maintaining the security and confidentiality of the University's IT resources, including University information, devices, and systems. This responsibility extends to all IT resources to which the Employee has access, including those IT resources accessed from or stored within the Work Area. Employee agrees to abide by any applicable University policies to include the following:
- [Code of Ethics](#)
  - [Electronic Mail Management & Retention](#)
  - [Use of Computing Resources for Home Pages](#)
  - [Employees' Use of E-Communications](#)
  - [Information Security Policy](#)
  - [Responsible Computing at the University of Delaware](#)
  - [Wireless Computing at the University of Delaware](#)
14. This Agreement shall, for all purposes, be subject to the laws of the State of Delaware, without resort to its conflicts of law provisions, if any. The existence of this Telecommuting Agreement shall not deem Employee to have any status other than being employed by the University in the State of Delaware, given that the ability to work in an off-site location is a matter of the University's absolute and unilateral discretion and exists for no purpose other than the convenience of the University and Employee.
15. There are no other agreements, express or implied, oral or written, which pertain to the subject matter of this Agreement. All such agreements which may exist, unless specifically incorporated herein, are deemed and declared to be void, invalid and of no further force or effect.

Executed and effective as of the date set forth above.

Employee: \_\_\_\_\_  
Employee signature

By The University of Delaware

Supervisor: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_