

# **Remote Working Agreement**

This Remote Working Agreement is between \_\_\_\_\_\_(Employee), \_\_\_\_\_\_(job title) who is assigned to work at the following location: \_\_\_\_\_\_("AURA/Center Worksite") and the Association of Universities for Research in Astronomy, Inc. (AURA).

The parties mutually agree as follows:

# **1.** Establishment of Remote Working Arrangement; Compliance with Hybrid Workplace and Remote Working Guidelines and Procedures.

AURA agrees that the above-mentioned Employee may perform all of their work for AURA at the remote work location as specified in this Agreement. During the course of performing work for AURA at the remote work location, Employee agrees to abide by all of the terms set forth in the AURA Hybrid Workplace and Remote Working Guidelines and Procedures document, the terms of which are set forth in Exhibit A and made a part of this Agreement.

# 2. Term

This Remote Working Agreement is in effect from \_\_\_\_\_\_ and may be terminated by AURA at any time with or without cause. This Agreement will be reviewed and modified as necessary.

# 3. Employment Relationship.

This Remote Working Agreement is not a contract of employment and does not provide any contractual rights to continued employment. The employee has voluntarily requested approval to work a remote work arrangement, and this agreement does not alter or supersede the terms of the existing at-will employment relationship between Employee and AURA.

# 4. Requirements

**Remote Work Location Safety Requirements.** Employee agrees that the remote work location meets the safety requirements listed below and is safe from conditions that could pose a hazard to health and safety or a danger to equipment.

# Workplace Environment

- Temperature, noise, ventilation and lighting levels are adequate for maintaining Employee's normal level of job performance
- All stairs with four or more steps are equipped with handrails within the workspace.
- All electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires causing tripping hazards, flexible wires running through walls, exposed wires fixed to the ceiling)
- All outlets are covered and in working order (Caution: Do not overload outlets; make sure they can handle the load; if necessary, call your electrician to verify outlet electrical circuit capacity)

- Equipment is fitted with grounding adapters, surge protectors, and overload fuses
- Aisles, doorways, and corners are free of obstructions to permit visibility and movement
- File cabinets and storage closets are arranged so drawers and doors do not open into walkways
- Chairs do not have any loose casters (wheels) and the rungs and legs of the chairs are sturdy
- The office space is neat, clean, and free of excessive amounts of combustibles
- Floor surfaces are clean, dry, level, and free of worn or frayed seams (including carpets well secured to the floor)
- A home multi-purpose fire extinguisher, which Employee knows how to use, is readily available
- Employee has an evacuation plan so Employee knows what to do in the event of a natural disaster or emergency.

#### **Computer Workstation**

- Chair is fully adjustable, allowing change in height and angle of backrest to provide support to the inward curve of the operator's back and waist (Note: If necessary, use a pillow, rolled towel, or cushion for lower back support)
- Chair is adjusted so that knees are at a 90-degree angle, feet are flat on floor or footrest, and elbows are at the same height as keyboard
- Screen is about an arm's length from the eyes, tilted back 0 20 degrees from user's eyes and top of viewing screen is at or below the user's eye level
- Screen contrast and brightness are adjusted for the best reading of typed characters on screen
- Keyboard height should allow Employee to type and mouse with arms at 90 degree or greater angle without lifting shoulders and allow for straight wrists

Employee shall maintain the remote work location in a safe condition, free from hazards and other dangers to the Employee or any other person.

**On-site visits for Business Purposes.** Employee understands and agrees that, for business purposes, AURA can make an on-site visit of the remote work location with 48 hours advance notice. Business purposes may include, but are not limited to: workers' compensation claims and installing, maintaining, and/or retrieving company equipment. Employee shall cooperate with any such visits.

**Workers' Compensation.** The remote work location is considered an official AURA/Center worksite for purposes of workers' compensation insurance. Employee shall inform their supervisor immediately of any work-related injury sustained in the remote work location while in the course of performing their job duties.

**Employee Liability; Indemnity.** Employee shall be liable for injuries to third parties and/or members of the Employee's family at the remote work location and elsewhere on Employee's premises. Employee agrees to indemnify and hold harmless AURA, its employees and agents from and against any and all claims, demands, actions, causes of action or liability resulting from or arising in connection with (i) injuries to third parties and/or members of the Employee's family at the remote work location and

elsewhere on Employee's premises and/or (ii) any injury or harm to persons, or damage to property, caused directly or indirectly by Employee's willful misconduct or negligence.

**Zoning.** In establishing a remote office, Employee is responsible to understand and comply with property use restrictions in local zoning regulations or rental agreements, as may be applicable.

**Home Office Equipment Inventory.** Employee and Employee's supervisor shall complete the Home Office Equipment Inventory below to identify which items of equipment are being supplied by AURA/Center and which items of equipment are being supplied by the Employee.

# Provided By: Equipment AURA/Center Employee

### **Home Office Equipment Inventory**

#### 5. Work Location & Hours

Employee's "Remote Work Location" is as follows: (Street address, City, State and designate particular rooms in the home where the work will occur):

While remote	e working, Em	ployee agrees to p	perform their w	ork within th	e remote work	location.
Employee is s	scheduled to w	vork the following	; days:			
🗆 Monday	🗆 Tuesday	□ Wednesday	🗆 Thursday	🗆 Friday	🗆 Saturday	🗆 Sunday
Employee's c	ore hours are:					
	to					
Describe any	additional or a	alternative work a	arrangement:			
						_
Specific Job 1	Гasks					
If work is limi	ited to specific	tasks, projects, o	r types of work	describe the	em here.	
	ation & Benefi	 ts				
•		and honofits inclu	iding vacation	sick leave of	ber forms of le	ave and travel

Employee's compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the remote working arrangement. However, state laws may take precedence over AURA policy and practices.

If Employee's position is classified as non-exempt, Employee shall not work overtime from the remote work location without prior approval from the Employee's supervisor.

Employee is responsible for tax consequences that result from remote working.

#### 7. Intellectual Property

Employee agrees that the terms of the "Inventions and Proprietary Information Agreement" signed by Employee apply to any Intellectual Property (as that term is defined in such Agreement) developed by Employee at the remote work location.

#### 8. Termination

The Agreement is not a guarantee of employment, and can be terminated at any time by either AURA/Center or the Employee.

#### 9. Integration and Amendment

This Agreement, together with any addenda and amendments relating hereto, sets forth the entire understanding between the parties hereto and supersedes all prior or contemporaneous agreements, representations and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may only be amended in a writing signed by both parties hereto. A copy of the Agreement and any addendums or amendments will be provided to Employee and submitted to HR for placement in the Employee's personnel file.

**EMPLOYEE:** By signing this Agreement, Employee confirms that they have requested of AURA to enter into a remote work arrangement. The employee also acknowledges they have reviewed, understand and agree to the terms and conditions of this Agreement:

**Employee Signature** 

**SUPERVISOR:** By signing this statement, the supervisor agrees to work with the Employee to implement remote working as described in the AURA Hybrid Workplace and Remote Working Guidelines and Procedures and this Agreement.

Supervisor Signature

**Center Director Approval:** Remote working arrangements for Center personnel must be approved by the Center Director.

Approved by: \_\_\_\_\_

Name of Center: \_\_\_\_\_

Association of Universities for Research in Astronomy, Inc.

By:

Human Resources Manager

The Human Resource Manager signature acknowledges that all required reviews and approvals have taken place.

Attachments: Hybrid Workplace and Remote Working Guidelines and Procedures

Distribution: Original: Employee HR File Copies: Employee, Supervisor

Notification as Appropriate i.e. ITS, AFG, Safety, Asset Management

Date

Date

Date

Date