**REMOTE WORK AGREEMENT**

**Employer:**

**Palacký University Olomouc**

Křížkovského 511/8, Olomouc, Postcode: 779 00, Czech Republic, ID No.: 61989592

**UP Faculty: Faculty of Science**

represented by: doc. RNDr. Martin Kubala, Ph.D., Dean

(hereinafter the “**Employer**“)

and

**Employee:**

**……………………………………….**

born on ……………..

residing at ………………

(hereinafter the “**Employee**")

(Employer and Employee hereinafter collectively the “**Parties**”)

enter into the following agreement under Section 317 of Act No. 262/2006 Sb., the Labour Code, as amended (hereinafter the “Labour Code”):

1. Purpose

It is the purpose of this Agreement to enable the Employee who is employed under a contract of employment of …………. to work remotely temporarily, and to define the conditions applicable to the remote work arrangement.

1. Subject-matter
2. The Employer and the Employee have agreed that the Employee may carry out the work agreed under the contract of employment remotely during working hours that the Employee schedules for himself or herself on days authorized in writing by the Employee’s manager.
3. This Agreement is entered into for a period corresponding to the term of employment.
4. Place of remote work: …………………………………………………………..…………………

The place of remote work may only be changed subject to prior written agreement of the Parties in the form of an amendment hereto.

1. Phone, e-mail and teleconferencing will be used for any work-related communication. The Employee shall make sure to be accessible by the Employee’s colleagues and the Employer through e-mail and mobile phone during the Employee’s working hours. As long as the Employee is working remotely, the UP landline must be diverted to the Employee’s mobile phone.
2. Remote work arrangements
3. The Employee agrees to carry out work remotely only on business days. The Employee must not schedule remote work on business days from 10 p.m. to 6 a.m., at weekends and on national holidays. The maximum length of a shift must not exceed 12 hours. While working remotely, the Employee agrees to comply with the applicable provisions of the Labour Code defining work breaks and rest periods (including continuous daily and weekly rest periods) as well as lunch breaks.
4. The working hours are defined by the Employee’s contract of employment, as amended, and the working time accounting period for weekly working hours equals one calendar week.
5. The Employee understands that while working remotely the following rules applies:
6. the working time schedule as well as rules governing downtime or interruption of work caused by bad weather do not apply to the Employee;
7. the Employee is not entitled to compensatory pay where other material grounds preventing work exist unless stipulated otherwise by implementing regulations under Section 199 of the Labour Code;
8. as long as the Employee receives compensatory pay under Section 192 and 194 of the Labour Code or is on holiday, the Employer will schedule the Employee’s work for weekdays (Monday-Friday) with one fifth of the weekly working hours scheduled for each day;
9. The Employee agrees to provide documents necessary to record the working hours under the remote work arrangement to the Employee’s manager not later than on the last day of the respective month at the end of the working hours.
10. The Employer and the Employee have agreed that as long as the Employee works remotely any work will be assigned and its performance checked through UP electronic systems, which will also be used for communication with the Employer and other employees.
11. To work remotely, the Employee will primarily use equipment provided to the Employee by the Employer, or the Employee’s own equipment subject to compliance with the cybersecurity rules. The Employer and the Employee have agreed that the Employee will use own internet connection.
12. The Employee understands that:
13. the Employee shall carry out the work personally, duly and timely, and any work carried out remotely must be of the same quality, extent and manner as work at the Employer’s premises;
14. the Employee shall inform the Employee’s manager of the completion of the tasks assigned if invited to do so during working hours by phone or e-mail;
15. the Employee shall attend meetings either in person or through phone or videoconference;
16. the Employee shall comply with the Employer’s instructions and arrive at the workplace if instructed to do so by the Employer;
17. overtime work can only be carried out remotely subject to express prior agreement with the Employer;
18. if the Employee is unable to carry out work due to grounds on part of the Employee, the Employee shall notify the Employee’s manager thereof and inform the Employee’s manager of the anticipated duration without undue delay;
19. the Employee is not entitled to travel expenses in relation to the remote work arrangement (remote work does not qualify as a business trip as defined by the applicable provisions of the Labour Code);
20. the Employer is not liable for any damage incurred by the Employee while working remotely unless such damage is in direct causal relation with the work performed; the Employer is further not liable for any damage caused to the equipment and objects of the Employee used by the Employee for working remotely in addition to any equipment provided by the Employer, unless authorized by the Employer.
21. The Employee agrees to make sure that unauthorized persons cannot access the equipment used and to ensure protection of any data processed and any information related to work against its misuse by a third party or against its disclosure. The Employee agrees to take such precautions and use such procedures that protect any confidential or classified information.
22. Under Section 190a(2) of the Labour Code, the Employer and the Employee agree that the Employee is not entitled to the reimbursement of the costs incurred in relation to remote work or a part thereof.
23. Occupational health and safety
24. By attaching his or her signature hereto, the Employee acknowledges that he or she has read and understands the Rules of occupational health and safety and fire protection for remote work arrangements, which are incorporated by reference herein, and agrees to comply with the Rules. The Employee further agrees to make it possible for the Employer to inspect the agreed place of remote work to investigate any accidents at work that may be suffered by the Employee while working remotely or in direct causal relation to work from home.
25. The Employee represents that the place of remote work agreed in Article II(3) hereof complies with the existing requirements for remote work occupational health and safety. If the place fails to comply with the requirements for remote work occupational health and safety, the Employee shall notify the Employee’s manager thereof without undue delay.
26. The Employee represents to understand the duties under Section 106(4) of the Labour Code (including, without limitation, compliance with legislation and other regulations as well as Employer’s instructions to ensure occupational health and safety, the prohibition to drink alcoholic drinks and use intoxicating substances), and agrees to comply with such duties.
27. As long as the Employee works remotely, he or she shall comply with the following rules for occupational safety:
28. the Employee shall check his or her personal computer and its functionality each time before it is used, and refrain from carrying out any repairs of his or her own initiative. If any fault is detected, the Employee shall unplug the computer without undue delay.
29. the Employee shall comply with basic rules for work with electrical devices in his or her home environment. Without limiting the generality of the foregoing, the Employee shall not meddle with any plugged electrical devices.
30. the Employee shall follow standard rules for home safety (e.g. use of open fire, moving on wet surface or stairs).
31. the Employee shall, as far as practicable, notify the Employer of any accident, injury or incident suffered in relation to working remotely.
32. Final Provisions
33. This Agreement may be terminated by written agreement of the Parties.
34. Either the Employer or the Employee may terminate this Agreement by notice without cause or for any cause. The notice period equals seven calendar days and starts to run on the date following the receipt of the notice by the other Party. The notice must be given in writing; a notice given by e-mail is deemed to be given in writing. The obligations hereunder terminate upon the expiry of the notice period. If the Agreement is terminated by the Employer, the notice takes effect the moment it is delivered to the Employee’s mail inbox operated by the Employer (at upol.cz domain, or its subdomains). This Agreement is entered into for a fixed term defined in Article II(2) hereof.
35. This Agreement as well as the rights and obligations hereunder are governed by the Labour Code. In the event of termination of this Agreement, the Employee shall appear at the Employer’s workplace on the following business day and carry out work in compliance with the Employee’s contract of employment.
36. This Agreement has been drawn up in two copies; one copy will be received by the Employer and the other by the Employee.
37. This Agreement comes into force and effect upon its signing by both Parties.

**Manager’s authorisation:**

I authorize the Employee’s remote work in the extent defined by the contract of employment, as amended, and under the terms defined herein.

Name: ………………………………………………. (Employee’s manager)

Signature: ……………………………………..

In Olomouc on …………….

………………………………….. ………………………………

 **Employee Employer**

**Rules of occupational health and safety and fire protection for remote work arrangements**

1. **Setting up your workstation**
* Make sure you have enough space available; the minimum floor area of your workstation should be 2 square meters.
* Make sure the air circulation is sufficient, ideal air temperature is 22°C.
* Make sure you mainly use day lighting and use shielding in windows and/or skylights to regulate direct sunlight.
* Your workstation must be easily accessible and must make it possible to change your working position and vary the movements you make.
1. **Accidents while working from home**

Pay attention to the condition of the floors, remove any barriers (bags or boxes) and mitigate any risks of slipping (wet floor, loose paper, toys etc.).

Make sure that the escape routes are barrier-free. Unless qualified to do so, refrain from any repairs of electrical devices.

1. **Remote work time management**

To protect your health, have a break after every two hours that you work with a screen for a minimum of 5-10 minutes. Use the break for activities that do not involve using a screen.

1. **Responsibilities related to accidents at work**

The Employer’s insurance against accidents at work does not cover other persons at the remote workstation. Any accidents at work will be assessed in accordance with the applicable provisions of Act No. 262/2006 Sb., the Labour Code, as amended. If you suffer an accident while working remotely, you shall cooperate to investigate the accident and its causes at the agreed place of remote work and make it possible for a person designated by the Employer to enter the premises.

1. **Reporting accidents at work and faulty equipment**

Any accidents at work suffered while working remotely or faulty equipment owned or used by the Employer that may pose a risk to your health must be reported without undue delay to your manager and the Occupational Health and Safety and Fire Protection Unit of the Rector’s Office.

1. **Fire protection**

Remote work requires more vigilance in terms of fire protection. Make sure the escape routes are barrier-free. Make sure you only use such electrical devices that are not faulty. Make sure you check the condition of any electrical devices before you start using them. Do not use open fire while working. In case of fire, dial 150(112) if you are unable to put out the fire yourself. Leave the building as soon as possible and warn other persons that may be affected by the fire. Do not overreach yourself.