

## FACULTY TELECOMMUTING AGREEMENT

This Agreement, effective \_\_\_\_\_, is between \_\_\_\_\_, an employee (hereinafter referred to as "Employee"), and \_\_\_\_\_ (hereinafter referred to as "University").

### **THE PARTIES AGREE AS FOLLOWS:**

**Scope of Agreement** - Employee agrees to perform services for the University as a "Telecommuter." Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the University or Employee, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this Agreement, the duties, obligations, responsibilities and conditions of Employee's continued employment with the University remain unchanged.

**Term of Agreement** - This Agreement will become effective as of the date written above, and will remain in full force and effect, as long as Employee telecommutes, unless Agreement is terminated.

**Termination of Agreement** - Either party may terminate Employee's participation in the telecommuting program, with or without cause, upon reasonable notice, in writing, to the other party. The University will not be held responsible for costs, damages or losses resulting from cessation of participation in the telecommuting program. This Agreement is not a contract of employment and may not be construed as such.

**Work Hours, Overtime, Vacations** - Employee agrees that work hours, overtime compensation and vacation scheduling will conform to the terms agreed upon by Employee and the University.

**Telecommuting and Incidental Equipment** - Employee agrees that use of equipment, software, data, and/or supplies, provided by the University for use at the alternate work location, is limited to authorized persons and for work-related purposes.

The University, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while telecommuting or permit the use of Employee-owned equipment. Equipment purchased by the University will remain the property of the University. The University does not assume liability for loss, damage or depreciation of Employee-owned equipment.

Employee agrees to designate a workspace within Employee's alternate work location for placement and installation of equipment to be used while telecommuting. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Employee agrees that the University may make on-site visits to the alternate work location for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve University-owned equipment, software, data or supplies. In the event that legal action is

necessary to regain possession of University-owned equipment, software data or supplies, Employee agrees to pay all costs incurred by the University, including attorneys' fees, should the University prevail.

Furniture, lighting, environmental protection and household safety equipment, incidental to use of University-owned equipment, software and supplies, will be appropriate for their intended use and will be used and maintained in a safe condition, free from defects and hazards.

**Liability for Injuries** - Employee understands that Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises. 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 attorneys' 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 or negligent acts or omissions in the performance of Employee's duties and obligations under this Agreement, except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

**Certification** - I affirm by my signature below that I have read this Agreement and understand its subject matter. I affirm that I was given the opportunity to have this Agreement viewed by my own counsel prior to entering into it.

<b>TELECOMMUTING EMPLOYEE'S SIGNATURE</b>	<b>DATE</b>
<b>SUPERVISOR'S SIGNATURE</b>	<b>DATE</b>

**\*NOTE: An email from both employee and supervisor acknowledging this agreement will suffice as signature for this document. Please send approval email and approved agreement to [HRSCommunications@mso.umt.edu](mailto:HRSCommunications@mso.umt.edu)**