**WORK FROM HOME AGREEMENT**

**Employer:**

**Palacký University Olomouc**

Křížkovského 8, Postcode: 771 47 Olomouc, Czech Republic, ID No.: 61989592,

represented by Prof. MUDr. Martin Procházka, Ph.D., Rector

(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:

1. Purpose
2. It is the purpose of this Agreement to enable the Employee who is employed under a contract of employment of .... to work from home temporarily, and to define the conditions applicable to the work from home arrangement.
3. Subject-matter
4. The Employer and the Employee have agreed that as from .... the Employee is authorized to carry out the work agreed under the contract of employment from home during working hours the Employee schedules for himself or herself, exclusively on days specified in writing by the Employee´s immediate superior.
5. The agreement shall be concluded the period from …. to ….
6. Address of the home worksite:

Street and house No.:

Postcode and municipality:

1. Work-related communication includes telephone, e-mail and videoconference. The Employee is obliged to ensure that he or she can be reached by his or her colleagues and the Employer during his or her scheduled working hours. The Employee is required to redirect the office phone to his or her mobile phone while working from home.
2. Terms and Conditions of Work from Home
3. The Employee agrees to comply with the applicable provisions of the Labour Code defining work breaks and rest periods while working from home. The Employee also agrees not to schedule work for Saturdays and Sundays and night time between 10 pm and 6 am on weekdays.
4. The Employer and the Employee have agreed that the working time accounting period for weekly working hours equals one calendar week.
5. The Employee understands that while working from home 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 or unless the compensatory pay is paid under Section 192 of the Labour Code;
8. as long as the Employee is on sick leave or quarantined, 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 is not entitled to salary or compensatory time-off for overtime work and nor is the Employee entitled to the compensatory pay or time-off for work on holidays.
10. The Employee agrees to provide documents necessary to record the working hours under the work from home arrangement.
11. The Employer and the Employee have agreed that as long as the Employee works from home any work will be assigned and its performance checked by e-mail, which will also be used for communication with the Employer and other employees.
12. The Employee understands that:
13. the Employee is not entitled to travel expenses in relation to the work from home arrangement;
14. the Employer is not liable for any damage incurred by the Employee while working from home 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 from home in addition to any equipment provided by the Employer, unless authorized by the Employer.
15. The Employee agrees to make sure that unauthorized persons cannot access the equipment used and to ensure protection of any data processed.
16. As long as the Employee works from home, the Employee agrees to take such precautions and use such procedures that preserve the Employee’s mental health and protect any confidential or classified information.
17. The Employer agrees to reimburse the Employee for any costs provided that the Employee may evidence that they have been incurred in relation to working from home.
18. Occupational Health and Safety Rules
19. 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 work from home 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 home worksite to investigate any accidents at work that may be suffered by the Employee while working from home or in direct causal relation to work from home.
20. As long as the Employee works from home, he or she shall comply with the following rules for occupational safety:
21. 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.
22. 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.
23. The Employee shall follow standard rules for home safety (e.g. use of open fire, moving on wet surface or stairs).
24. The Employee shall, as far as practicable, notify the Employer of any accident or injury suffered in relation to working from home.
25. Final Provisions
26. Either the Employer or the Employee may terminate this Agreement without cause or for any cause. The notice must be given in writing; a notice given by e-mail is deemed to be given in writing. The obligations hereunder terminate the moment the notice is delivered to the other Party. 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).
27. This Agreement is entered into for a fixed term defined in Article II(1) hereof.
28. This Agreement as well as the rights and obligations hereunder are governed by the Labour Code.
29. This Agreement has been drawn up in two copies; one copy will be received by the Employer and the other by the Employee.

**Manager’s authorization:**

I hereby grant my consent with the work from home arrangement in the scope and under the conditions defined above.

Name:

Signature:

In Olomouc on

………………………………….. ………………………………

 **Employee Employer**

**Rules of occupational health and safety and fire protection for work from home 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 trip (bags or boxes) and slip hazards (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. **Work from home 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 home workstation. Any accidents at work will be assessed in accordance with the applicable provisions of Act No. 262/2006 Sb., the Labour Code. If you suffer an accident while working from home, you shall cooperate to investigate the accident at the agreed home worksite 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 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 supervisor and the Occupational Health and Safety and Fire Protection Unit.

1. **Fire protection**

Work from home 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.