

Appendix 1

AGREEMENT ON THE PERFORMANCE OF WORK FROM HOME

Tomas Bata University in Zlín

XXXXXXXXXXXXXX

Public higher education institution established by Act No. 404/2000 Coll. on the Establishment of Tomas Bata University in Zlín
Identification number: 70883521

Address: XXXXXXXXXXXXXXXXXXXX

Represented by: XXXXXXXXXXXXXXXXXX
(hereinafter referred to as "Employer")
and

the employee (Name and surname, academic degree):
Constituent part:
Employee ID No.:
(hereinafter referred to as "Employee")

conclude in compliance with § 317 of Act No. 262/2006 Coll., Labour Code, as amended, the following

Okomentoval(a): [PB1]: Component part

Okomentoval(a): [PB2]: Address of the component part

Okomentoval(a): [PB3]: Person authorized to act on behalf of TBU in employment affairs

AGREEMENT ON THE PERFORMANCE OF WORK FROM HOME

**I
Preamble**

1. The purpose of this Agreement shall be to enable an Employee whose employment relationship with the Employer arose in compliance with the Employment Contract concluded on (hereinafter referred to as the "Employment Contract") to perform the agreed work in a different location than that agreed upon in the Employment Contract and to modify the conditions for the performance of work in this mode, i.e. in the "home office" mode (hereinafter referred to as "home office").
2. A prerequisite for the conclusion of this Agreement is the existence of a situation requiring the introduction of special arrangements at the workplace in order to ensure the operation of Tomas Bata University in Zlín which have been declared by issuing the relevant internal regulation (hereinafter referred to as "special arrangements").
3. This Agreement is based on the Rector's Directive on the Rules Governing the Working from Home Policy at Tomas Bata University in Zlín, and regulates the rights and obligations of the Contracting Parties related to the performance of work from home.
4. The Contracting Parties have agreed to conclude this Agreement in addition to the Employment Contract specified in the preceding paragraph, thus extending, in the case of working from home, the location of work as specified in other provisions of this Agreement.

**II
Working hours when working from home and types of communication**

1. The Contracting Parties have further agreed that, in compliance with the conditions laid down in this Agreement, the Employee may perform the work agreed upon in the Employment Contract from home during working hours which he/she shall schedule at his/her discretion.
2. The Contracting Parties have agreed to extend the location of work specified in the Employment Contract so that the place of performance of the home office shall be: XXXXXXXX
3. The Contracting Parties have agreed that the performance of the home office will be applied in the event that an operational written agreement has been concluded between the Employee and his

Okomentoval(a): [PB4]: Address of one location where the work from home will be performed – upon the condition that the location is situated in the Czech Republic

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immediate superior, or in accordance with the Work Plan in the event that special arrangements have been announced. The Work Plan must be approved by the person authorized to act on behalf of the Employer in employment affairs for the organizational unit to which the Employee has been assigned. For the purposes of this Agreement, an operational written agreement concluded between an employee and his immediate superior refers to a mutually agreed proposal for a specific mode of performance of the home office, i.e. in writing or by using electronic means of communication (e-mail).

4. The Employee can use the following work equipment during the performance of the home office:

- PC/laptop
- Corporate mobile phone

Okomentoval(a): [PB5]: Work equipment to be used by the Employee when working from home

5. Unless agreed otherwise, the Employee shall be available to be contacted by the Employer by phone or via computer, shall respond to e-mail messages received through which he/she shall be assigned work tasks, and which shall also be used for collaboration and communication with other employees.

6. The Employee is obliged to be available, in accordance with the preceding paragraph, at least between 08:00 and 16:00 (Monday to Friday).

III

Rights and responsibilities of the Contracting Parties

1. By signing this Agreement, the Employee declares that he/she has become acquainted with the applicable internal regulations issued by the Employer and concerning the scheduling of working hours at Tomas Bata University in Zlín, in particular with the Work Regulations of Tomas Bata University in Zlín and with the Directive specifying the Rules Governing the Working from Home Policy, and undertakes to observe both of them.

2. The Contracting Parties have agreed on the rules listed below, to be followed when working from home:

- a) The Employee shall not schedule his/her working hours for the home office and work from home at night (from 22:00 to 06:00) or on non-working days (Saturday, Sunday, public holidays).
- b) When working from home, the Employee shall observe the relevant provisions of the Labour Code governing breaks at work and rest periods; the Employee is obliged to work from home in person.
- c) For the purposes of providing compensatory salary in the event of temporary sick leave or quarantine, the calculation shall be made based on the starting shift. The starting shift refers to a work shift taking place between Monday and Friday from 08:00 to 16:30 (for a full-time job and including a meal and rest break; for shorter working hours, the starting shift shall be appropriately shortened according to the shorter number of working hours agreed upon).
- d) The Employer is not liable to the Employee for damage suffered during the performance of work from home, unless the damage has a direct connection to the work performed, nor for damage to the equipment and objects owned by the Employee and used by him/her when working from home in addition to the entrusted work equipment without the consent of the Employer.
- e) The Employee undertakes to keep a record of the number of hours worked at home including all breaks during the period of work, and that according to the instructions given by his/her immediate superior.
- f) The Employee undertakes to fully ensure that unauthorized persons have no access to the work equipment used, as well as to ensure the protection of the data processed, and to adopt such measures and to adhere to such procedures as to ensure the protection of intellectual property, confidential or restricted information.
- g) The Employee takes cognizance of the fact that he/she is not entitled to compensatory salary in case of other important personal obstacles to work (unless specified otherwise in the relevant implementing legal regulation or in the case of compensatory salary granted in compliance with § 192 of the Labour Code); salary or compensatory time-off for overtime work, and that he/she

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is not entitled to a reimbursement of travel expenses in connection with the performance of work from home.

- h) The Employee declares that he/she has received all the equipment necessary from his/her Employer and does not incur any costs in connection with the performance of work from home which would not have been incurred by him/her otherwise, i.e. if he/she had not been working from home.
- i) The Contracting Parties have agreed that the Employee will not require a reimbursement of expenses incurred in connection with the performance of the home office (e.g. electricity, heating, etc.). The Contracting Parties have further agreed that the Employee will not require luncheon vouchers during the period when working from home.
- j) The Contracting Parties have agreed that the work carried out will be handed over by the Employee to the Employer in accordance with the instructions given by the Employee's immediate superior.

IV

Rules governing occupational safety and health protection

1. During the performance of work from home, the employee is obliged to:

- a) Observe legal and other regulations related to the work performed by him/her and also instructions regarding occupational safety and health protection specified by the employer in relevant internal rules. Work from home must not be commenced before the employee is acquainted with the abovementioned.
- b) during the performance of work from home observe the working methods set, avoid risky behaviour and use only those devices and tools that have been provided for work by the employer,
- c) if prompted by the employer, present the allocated electrical appliances (notebook, monitor, extension cords, etc.) for compulsory checks and revisions,
- d) immediately report any injury or harm, if these occurred due to the performance of work from home or in direct connection with it,
- e) adopt such measures to avoid the injury of a third person (member of the household, visitor, etc.) as a result of the performance of work from home
- f) equip his/her workplace with a first-aid kit enabling the provision of pre-medical first aid.

2. The employee declares and by signing this Agreement confirms that:

- a) he/she has been acquainted with legal and other rules and regulations related to the occupational safety and health protection during the performance of work from home and with the working conditions for the performance of work from home,
- b) his/her working environment for the performance of work from home complies with the conditions for safe and healthy performance of work and with the conditions set by the producer of the devices used and of the equipment at the workplace,
- c) the electric network to which the allocated electrical appliances will be connected meets the conditions for safe operation in accordance with the technical standards currently in force,
- d) the building in which the specified work is to be performed, duly complies with the fire prevention regulations; in particular, fire-fighting devices (portable fire extinguishers and fire hydrants) are available there and escape routes and exits are there.

3. During the performance of work from home, the employee is forbidden to work in conditions which may cause imminent and serious danger to his safety or health, or an extraordinary situation.

4. The employer is entitled to conduct checks at the location intended for the performance of work from home by the employee for the purpose of verification of working conditions, fulfilment of duties of the employee regarding the occupational safety and health protection, and in case of an industrial injury in order to discover the causes and circumstances surrounding the injury. The employee is obliged to accept this check and undertakes to provide access to the premises intended for the performance of work from home to the authorized representative of the employer after previous notification.

5. When conducting checks in accordance with the preceding paragraph, the employer is obliged to proceed in such a manner as not to endanger or damage the legally protected rights of the employee or his/her personal interests, and to avoid damage to the employee.

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V
Final provisions

1. In connection with the performance of work from home, the employee undertakes to adopt such measures and to maintain such processes, to ensure the protection of intellectual property, confidential or restricted information.
2. The contracting parties have the right to withdraw from the Agreement without giving any reason and without observing the period of notice.
3. The employer has the right to withdraw from the Agreement in the event that the employee seriously breaches any of the obligations arising from this Agreement.
4. The notice of termination of or withdrawal from this Agreement must be made in writing; and the requirement on the written form is fulfilled also in case of electronic communication by means of electronic mail (e-mail) and comes into effect on the day on which it is delivered to the second contracting party. The document is considered as delivered on the 3rd day following the day of its sending.
5. This Agreement, as well as the rights and obligations arising from it for the parties shall adhere to the Labour Code.
6. This Agreement has been drawn up in two copies, the employee and the employer shall each receive one copy thereof.
7. This Agreement has been concluded for a fixed period, namely until [.....].
8. This Agreement shall automatically expire on the day when special arrangements (see Article I Paragraph 2 of the Directive) are cancelled by an internal regulation of Tomas Bata University in Zlín.

Okomentoval(a): [PB6]: Date corresponding to the maximum duration of this Agreement, i.e. three months

Opinion of immediate superior:

I give my consent to allow the employee to perform work from home to the suggested extent and upon fulfilment of the specified requirements.

Name and surname:

Signature:

In Zlín on

.....
Employer

.....
Employee