**TELEWORK AGREEMENT**

**Tomas Bata University in Zlín**

Faculty of XXX

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

Identification number: 70883521

Address: XXXX, 760 01 Zlín

Represented by: XXX, Dean

(hereinafter referred to as “employer” or “TBU”)

and

the employee (surname, name, 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 (hereinafter referred to as “Labour Code), the following

**TELEWORK AGREEMENT**

**I**

**Preamble**

1. The purpose of this Agreement is to enable an employee whose employment relationship with the employer arose in compliance with the Employment Contract concluded on xxxxxxxxxxx (hereinafter referred to as the “Employment Contract”) to perform the agreed work at a different location than that agreed upon in the Employment Contract and to regulate the conditions for the performance of work in this mode, i.e. in telework mode (hereinafter referred to as “work from home”).

2. 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.

**II**

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

1. The contracting parties have agreed that, subject to the terms and conditions set forth in this Agreement, the employee may perform the work agreed upon in the Employment Contract remotely away from the employer’s workplace during working hours in accordance with the rules set forth below.

2. The contracting parties have agreed that the employee shall perform work from home at the following address: xxxxxxxxxxxxxxxxxxxxxx (hereinafter referred to as the “place of performance of work from home”). If the employee wishes to change the place of performance of work from home, he/she shall request the employer to enter into an amendment to the Agreement. Without an amendment to change the place of performance of work from home, the employee will not be entitled to perform work from home at a location other than the location specified in the Agreement.

3. This Agreement is entered into for a fixed period, and shall be effective from xxxxxxxxxxxxxxx to 30 November 2025.

4. The contracting parties have agreed that the total number of days allowed for the performance of work from home is 3 days per month, and the specific days to be used are subject to agreement between the employee and his/her immediate superior (hereinafter referred to as “superior”), unless specified otherwise by the TBU chief executive authorized to act in employment affairs on behalf of TBU. This agreement may be oral or written and may take the form of an e-mail in which the superior approves the employee’s proposal.

5. In addition, the contracting parties have agreed that unused days allowed for the performance of work from home per a particular month cannot be carried over to the next month.

6. In the event of serious or sudden operational circumstances, or because of exceptional or extraordinary work assignments requiring the employee’s presence at the workplace, the superior is entitled to (without the entitlement to work from home on other agreed days or the entitlement to 3 days of work from home per month being affected):

a) cancel work from home arrangements on a single day in advance,

b) recall the employee during the work from home regime on a single day.

At the same time, the employee is entitled to ask his/her superior to prove the reasons for cancellation of the work from home regime or the reason for him/her being recalled to the workplace.

In such a case, the employee is obliged to report to the workplace as is agreed in the Employment Contract, at a time agreed with his/her superior and, if not so agreed to, at a time determined by the superior taking into account all relevant facts (nature of the operational circumstances, distance of the place of performance of work from home from the place of work under the Employment Contract, etc.).

7. Work from home can only be performed on computer equipment provided by the employer and using secure access in accordance with the relevant internal rules and regulations.

8. The employee is not allowed to perform work from home using equipment other than that provided by the employer.

**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, rules governing occupational safety and health protection and with the Directive specifying the Rules Governing the Working from Home Policy, and undertakes to observe them.

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

1. The employee shall perform work from home in such a manner that he/she is available to other TBU employees online (via e-mail or MS Teams) on working days between 09:00 and 14:00, or also by telephone if this has been assigned to him/her by the employer as a business phone, and during the rest of the day he/she shall schedule his/her working hours himself/herself, with the exception of Saturdays, Sundays, public holidays and night hours (i.e. from 22:00 to 06:00).
2. When working from home, the employee shall observe the relevant provisions of the Labour Code regarding the maximum duration of his/her shifts and of the weekly working time, taking of breaks at work, breaks between shifts and uninterrupted rest during the week.
3. The employee is obliged to approach the work from home with the highest possible degree of loyalty to the employer. The employee is obliged to perform the work from home personally; assistance or cooperation of third parties who are not TBU employees is not allowed when working from home.
4. For the purpose of salary compensation during the employee’s temporary disability and for the purpose of taking leave, the starting shift shall be used. The starting shift is defined as a working shift between 8:00 and 16:30 from Monday to Friday (full-time employment and including meal and rest breaks; in the case of shorter working hours, the starting shift is reduced in proportion to the length of the agreed shorter working hours).
5. 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.
6. The employee undertakes to enter a note on the work from home in a tool designated by the employer for recording the time worked.
7. 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.
8. 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 is not entitled to a reimbursement of travel expenses in connection with the performance of work from home.
9. The contracting parties have agreed that the employee shall not be entitled to reimbursement of all or part of the costs incurred in connection with work from home pursuant to § 190a of the Labour Code.
10. Employees remain entitled to a meal allowance in the employer’s own facilities (or corporate catering provided through third parties) for days on which they perform work from home, therefore, there is no entitlement to meal vouchers.
11. 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) 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 to the employer 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 the place of performance of work from home 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 place of performance of work from home,

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 check compliance with the conditions for the safe performance of work from home at the place of performance of work from home, and the employee is obliged to provide supporting documents for this purpose. In the event of an accident at work, for the purpose of investigating the causes and circumstances of the accident and, upon agreement with the employer, the employee shall allow the employer to inspect the place where the accident occurred.

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.

**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 agreed that, in addition to this Agreement, the employee shall also be bound by the rules governing the work from home set out in the relevant Rector’s Directive. In the event of a conflict between that Directive and this Agreement, this Agreement shall prevail.

3. The contracting parties have the right to withdraw from the Agreement without giving any reason and with immediate effect.

4. The notice of termination of/withdrawal from this Agreement must be made in writing and shall come into effect on the day on which it is delivered to the second contracting party. The Agreement may also be terminated by agreement of the contracting parties.

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. The consent of the superior confirmed by signing this Agreement is a condition sine qua non, i.e. without the consent of the superior, the Agreement cannot be concluded or will not come into force and effect.

8. If the condition set out in the preceding Paragraph is met, the Agreement shall enter into force on the date on which it is signed by the last contracting party.

Confirmation by the superior:

I confirm that I give my consent to allow the aforementioned employee to perform work from home in the proposed scope and under the specified conditions.

Name and surname: xxxxxxxxxxxxxxxxxxxxxx

Signature: ………………………………….

In Zlín on xxxxxxxxxxxxx

…………………………… ……………………………………….

 Employer Employee

*This English version of the Agreement is not legally binding; it is intended for informational purposes only and, therefore, does not have to correspond to the Czech version of the document.*