

## USPTO Telework Enhancement Act Pilot Program (TEAPP) Gap Work Agreement (Gap Agreement)

The following constitutes an agreement between the United States Patent & Trademark Office (USPTO or Agency) and \_\_\_\_\_ (please print your name) (designated as “I”, “me” or “my”), an employee participating in the USPTO TEAPP Gap Program (Program) in the \_\_\_\_\_ business unit, \_\_\_\_\_ bargaining/non-bargaining unit.

As a condition of participation in the Program, I agree to the following:

1. I have read and will adhere to the TEAPP Operating Procedures (Operating Procedures) and understand that except for provisions concerning the waiver of travel expense reimbursements, all other requirements of the Operating Procedures remain in effect, including the provisions of Section 8.
2. I certify that I am a participant, or qualified to participate, in full time telework as defined by the Operating Procedures.
3. I have read and signed the underlying full time telework program agreement in place in my business unit and understand that the terms and conditions of the underlying full time telework program in place will apply, except in instances where there are contradictions or omissions in the existing telework program as compared to the Operating Procedures, in which case the Operating Procedures will control.
4. I acknowledge that by participating in the Program and receiving relief from the reporting requirement of 5 C.F.R. § 531.605(d)(3), my official duty station will change to or be a city and state outside of 50-miles that has been approved by the USPTO. I will complete a certificate of non-residence form and a state tax form for the new official duty station state (if applicable). **I further acknowledge that to the extent my duty station is changing, it may have an effect on my pay and/or benefits. Information on benefits has been provided as part of the application process for the test program. Information on changes to pay is available by checking the relevant pay tables found at <http://www.opm.gov>. After checking these resources, if I have any questions about the effect of a change in official duty station on my pay and/or benefits, I understand that I may contact the Office of Human Resources on (571) 272-6000 prior to signing this Agreement.** I will work with the Office of Human Resources and my business unit to complete all necessary processes and/or forms to effectuate the change in official duty station or for other purposes related to the test program.
5. I understand that this Gap Agreement is temporary and will expire upon the sooner of the following two situations:
  - a) 30 days after an extension of TEAPP becomes law and goes into effect.
    - i. In this instance, I will be required to sign a new agreement, which will include an agreement to waive my right to travel expense reimbursements in certain situations, within the 30 days following effective date of the TEAPP extension. If I do not sign a new agreement, my duty station will revert to USPTO Headquarters or other Agency premises (at the Agency’s discretion, unless otherwise previously agreed to by the parties)

b) March 31, 2018 or some later date agreed to between the Office and the Unions (Gap Deadline).

i. In this instance, my duty station will remain the same (as it was on the Gap Deadline), and my underlying telework agreement will govern my telework, except to the extent that the underlying telework agreement requires regular reporting to Agency Headquarters. I will not be required to report regularly to Agency Headquarters as long as my duty station remains elsewhere, including situations where I move to another location outside of 50 miles of USPTO Headquarters or other Agency Premises that I may report to.

6. Under the Gap Agreement, the USPTO will pay employee travel expenses for mandatory trips. The Operating Procedures provide additional information about what constitutes a “mandatory trip” and the procedures under which I will be given notice of mandatory trips.

7. My participation in this Program is voluntary and primarily for my convenience, therefore any relocation(s) related to my participation are in my own interest and I am not eligible for relocation expenses. Any relocation(s) related to my participation in the Program include the relocation of my official duty station to a city and state outside 50-miles from USPTO Headquarters or other Agency premises, the relocation of the official duty station to a different city and state, and/or the relocation of my official duty station back to USPTO Headquarters or other Agency premises. However, relocation expenses may be paid due to a change in position when paying the expenses is in the interest of the government and in accordance with government-wide regulations.

8. If I plan to move after joining the Program, and wish to continue my participation in the Program, I will sign a new Gap Agreement and request approval of the new permanent alternate worksite from my supervisor and telework coordinator, which will be granted as long as I continue to meet the requirements of the underlying telework program and the Gap Agreement.

9. I will permit other USPTO employees and contractors to access the alternate worksite during the hours of 9:00 AM to 5:00 PM, local time, Monday-Friday (excluding holidays) upon advance reasonable notice, as defined by the underlying telework program, for the purpose of installing, repairing, maintaining, or removing work equipment, software, or other USPTO property or to investigate an accident or a worker’s compensation claim or to investigate other work related or safety problems. The parties may mutually agree to a time outside of these hours.

10. I will comply with USPTO instructions regarding the return or removal of work materials and equipment. I will ensure that only authorized personnel access USPTO equipment and materials.

11. My participation in this Program is voluntary.

12. If, at any time and for any reason, I wish to withdraw from participation in the Program, I should follow the procedures outlined in Section 10 of the Operating Procedures. I understand that withdrawal from the Program will cause my official duty station to change, and that this change may affect my pay and/or benefits.

13. I understand that when I am unable to work at the alternate worksite, I may be permitted to work at a temporary alternate worksite, without causing a change to the official duty station. Work at a temporary alternate worksite is subject to approval from my supervisor or telework coordinator, which will be granted as long as I continue to meet the requirements of the underlying full time telework program and the Operating Procedures.

14. This agreement will remain in effect for the period of time set forth in Section 5 above, and may be modified as a result of changes to the Operating Procedures by the Telework Oversight Committee.

**I acknowledge that, pursuant to 5 U.S.C. § 5711(f)(3)(C), participation in the Program is primarily for my convenience and benefit. I have read and understand that this is only a temporary arrangement pursuant to Sections 4 and 5 above.**

**I certify that I have read and will comply with the aforementioned provisions.**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Employee's Position/Title

\_\_\_\_\_  
Business Unit

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Residence Outside of 50 Miles (Street Address, City, State, Zip Code) and Phone Number

\_\_\_\_\_  
Address of alternate worksite and telephone number

**I confirm that the applicant is a participant or qualified to participate in the underlying full-time telework program.**

\_\_\_\_\_  
Management Official or Designee Signature

\_\_\_\_\_  
Date