

USPTO Situational (Ad Hoc) Telework Program Work Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and _____ (*name of employee*), an employee participating in the USPTO Telework Program in the Office of _____.

The employee's official duty station is:

U.S. Patent & Trademark Office

_____ (city, state of USPTO office)

Choose Alternate Worksite: ☐ Home ☐ Other

The alternate work site address is:

The phone number at the alternate work site is: _____

Office Phone Number: _____

- 1) This Agreement will not take effect until directed by the Director of the USPTO (Director), even if it is fully executed. It is temporary in nature and provides no right to telework outside of the dates authorized by the Director. The Director may initiate and/or terminate the duration of this Agreement independently for each regional office and the Alexandria headquarters.
- 2) The employee agrees to adhere to applicable telework policies and guidelines for the employee's position and business unit, the relevant material from their collective bargaining agreement (if applicable), and all applicable USPTO policies and procedures, including the *Policy on Time and Attendance Tools, Communication, and Collaboration*, except as otherwise stated in this Agreement or in any superseding telework guidance or policy issued by the Agency in a pandemic, emergency, or COOP event. The employee further agrees to read and adhere to any superseding telework guidance or policy issued by the USPTO in a pandemic, emergency, or COOP event.
- 3) The employee may telework up to full-time under this Agreement, with the extent of authorized telework determined by the employee's supervisor. The Agency retains the authority to direct the employee to report to the official duty station as required. The employee should communicate with their supervisor regarding the assignment of work while teleworking. The Agency hereby temporarily waives the requirement that the employee report to the official duty station twice each biweek unless otherwise determined by the Director, pursuant to 5 CFR § 531.605(d), for the duration of this Agreement. The employee agrees to inform their supervisor of their work schedule each day or on a biweekly basis either by email or using the status function in the Skype application exactly when the employee is working, and to inform the supervisor as soon as practicable of any changes to the schedule. The employee must continue to comply with all rules and policies governing work schedules while teleworking.

- 4) While teleworking under this Agreement, the employee is exempt from any grade-level, length of service, and/or performance level eligibility requirements specified in the telework policies and guidelines referenced herein. The employee is also exempt from the USPTO's Internet Service Level Requirements while teleworking under this Agreement, but if the employee's internet service level prevents or interferes with the employee's ability to perform work, the employee should contact their supervisor for further guidance. The employee understands that telework under this Agreement does not affect eligibility and internet service level requirements under the Agency's telework programs after the termination of this Agreement. There may still be reasons (for example, job duties or conduct) that prohibit an employee from participating in telework. The Agency may discontinue an employee's participation in this program if such circumstances arise.
- 5) In the case of an emergency, the employee may request from their supervisor a special exception from any telework policy provision that bars telework when there are young children or other persons present requiring care and supervision. If the employee's request is approved, the employee will be permitted to telework for the length of time the employee is free from care duties and has work to perform to effectively contribute to the Agency's mission.
- 6) All pay, leave, and travel entitlements will be based on the employee's official duty station.
- 7) The employee must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
- 8) The employee will permit other USPTO employees and contractors to access the alternate worksite during the hours from 9:00AM to 5:00PM, Monday-Friday (excluding holidays) with two business days' notice to the employee 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 arising from the administration of the USPTO Telework Program. The parties may mutually agree to a time outside of these hours.
- 9) Participants agree to comply with USPTO instructions regarding the return or removal of Agency materials. The employee will ensure that only authorized personnel access the materials taken from the USPTO.
- 10) The employee must return all USPTO files, work product, drafts, and notes to the USPTO within two business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.
- 11) Sensitive documents can only be worked on at the approved alternative work site or official duty station. Documents under secrecy orders or containing national security markings cannot be remotely accessed or removed from the USPTO work site.
- 12) The employee will safeguard and protect the confidentiality of patent applications and information therein in accordance with 35 U.S.C. § 122 and any private information (including information covered by the Privacy Act, 5 U.S.C. § 552a).
- 13) This agreement will remain in effect until the Agency announces or the employee's supervisor informs them that conditions no longer warrant the provision of telework under this Agreement.

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

Print name

Employee's Signature

Date

Supervisor

Date