

### **Patents Remote Access Agreement**

This agreement between the United States Patent and Trademark Office (USPTO or Agency) and the Patent Office Professional Association (POPA) supersedes the Patent Examiner Laptop Program (PELP). Patents Remote Access Agreement (PRAA) provides a means of remote access to the USPTO IT systems for Patents employees represented by POPA who are not participating in a telework program.

#### **A. General**

1. This program provides employees with Enterprise Remote Access (ERA) fobs for remote access at an approved primary location.
2. Request for and use of an ERA fob is voluntary.
3. ERA fobs may be used to access the USPTO virtual private network through participants' universal laptops. The use of Government equipment (including software) is for the conduct of official business, and authorized use of Government equipment must comply with USPTO policy as documented in the USPTO AAO 202-735 (Limited Personal Use of Government Equipment-dated November 30, 2004), and in the USPTO's IT "Rules of the Road".
4. Obtaining an ERA fob does not alter requirements for work schedules or place of work during the normal tour of duty.
5. Obtaining an ERA fob does not authorize participants to work regular hours, work paid overtime, earn compensatory time, earn credit hours under the credit hours program, or work IFP credit hours away from their duty station. Participants must separately apply to a telework program in order to work or earn these hours remotely.
6. Additional equipment may be provided.

#### **B. Program Requirements and Application Process**

1. Employee must:
  - a. be GS 9 or above and a non-probationary employee, and
  - b. comply with and maintain the Agency-wide high speed broadband internet service standards.
2. Application
  - a. To request an ERA fob, applicants must:

- i. apply via the intranet webpage or equivalent.
  - ii. read, complete, and sign the Patents Remote Access Participant Agreement (Attachment), including identification of the primary location for remote access,
  - iii. provide copy of their ISP (internet service provider) bill or other documentation showing the primary location for remote access address.
- b. Once the program is implemented, applications may be submitted at any time.
- c. Applicants will receive email notification of their acceptance in the program or of the reason for their non-acceptance within two weeks of submitting their application.

### **C. Additional Provisions**

1. Participants must follow established USPTO procedures when requesting and taking leave, compensatory time or credit hours.
2. Participants will maintain reasonable care of all USPTO-owned materials
3. Patent applications and information therein in accordance with 35 U.S.C. 122 will be kept in confidence.
4. Patent application information and other confidential documents will be safeguarded.
5. Participants will ensure that only authorized personnel access or view confidential information.
6. Participants shall not leave USPTO equipment, materials, or confidential files unattended in a public place.
7. Any USPTO-owned equipment is for official use. Use of the equipment for private purposes is prohibited except as currently permitted by USPTO documented in the USPTO AAO 202-735 (Limited Personal Use of Government Equipment-dated November 30, 2004) and as set forth in the USPTO's IT "Rules of the Road".
8. The USPTO maintains ownership and control of any and all equipment, software, other materials, and data provided to the participant.
9. Participants agree to return the ERA fob prior to separation from the Office.

**D. Transition**

1. Provisions of the former PELP program will remain in effect until this program is implemented.

**Signatures**



Andrew Faile  
Deputy Commissioner for Patent Operations  
U.S. Patent and Trademark Office

Date: 5/30/13



Robert D. Budens  
President  
Patent Office Professional Association

Date: 30 May 2013

**Attachment**

**Patents Remote Access Participant Agreement**

The following constitutes an agreement between the United States Patent and Trademark Office (USPTO) and

**Name:**

**Employee ID:**

Art Unit:

**Duty Station:**

an employee participating in the Patent Remote Access program.

**A. IN GENERAL**

1. I have read and agree to adhere to the USPTO's IT "Rules of the Road" [http://ptoweb.uspto.gov/ptointranet/cisd/it\\_support/user\\_guides/guides/99022\\_rules\\_road.pdf](http://ptoweb.uspto.gov/ptointranet/cisd/it_support/user_guides/guides/99022_rules_road.pdf) and Agency Administrative Order (AAO) 202-735" Dated November 30, 2004 [http://ptoweb.uspto.gov/ptointranet/directives/AAO\\_202-735.pdf](http://ptoweb.uspto.gov/ptointranet/directives/AAO_202-735.pdf).
2. My participation is voluntary.
3. Entering into this agreement does not alter my requirements for work schedules or place of work during my normal tour of duty.
4. I am GS 9 or above, I am a non-probationary employee and I have high speed broadband internet access which meets or exceeds the Agency-wide high speed broadband internet service standards.
5. I understand that I may not work regular hours, compensatory time, credit hours or overtime hours from a location other than my duty station.
6. The USPTO shall maintain ownership of the ERA fob provided pursuant to this agreement.
7. I agree to return the ERA fob prior to separation from the Office.

**B. SAFEGUARDING PATENT APPLICATION INFORMATION AND EQUIPMENT**

1. I will keep in confidence patent applications and information therein in accordance with 35 U.S.C. 122.

2. I will safeguard patent application information and other confidential documents during transit and at my primary location for remote access.
3. I will ensure that only authorized personnel access or view confidential information.
4. I will not leave USPTO equipment, materials, or confidential files unattended in a public place.

**C. MISCELLANEOUS**

1. I understand that misuse of the ERA fob may result in disciplinary action.
2. In case of theft or loss of the ERA fob or any documents or equipment that I am using in conjunction with this program, I agree to promptly notify USPTO Office of Security, (571) 272-8000.

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

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Participant's Supervisor: \_\_\_\_\_

Participant's Supervisor /Administrator's Signature of approval: \_\_\_\_\_

Date: \_\_\_\_\_