

## USPTO New Employee Telework Work Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and \_\_\_\_\_ (*name of employee*).

### Type of Telework

Based on conversations with my supervisor I have been informed that I am eligible for and select: (choose one)

\_\_\_\_\_ Routine Telework (I will be allowed to telework a specified number of days and I will be in the USPTO facilities a specified number of days per week.

\_\_\_\_\_ Remote Work: I will work all of my hours from my home or other alternate work site and I am not expected to routinely report to a USPTO office or facility.

\_\_\_\_\_ Remote Work within 50 miles of the USPTO office or facility: I will work all of my hours from my home or an alternate work site that is located within 50 miles of the USPTO office or facility.

### Location of Alternate Work Site:

The USPTO needs to know the location of your alternate work site. Please choose one of the statements below:

\_\_\_\_\_ The address I submitted with my new employee orientation documents is the location of my alternate work site.

\_\_\_\_\_ I intend to work from a different location than the address I submitted. I will call my supervisor and provide the information within the next two days.

The phone number at the alternate work site is: \_\_\_\_\_ (provide a mobile number if there is no land line)

### Official Duty Station

Your Official Duty Station may determine your pay or other benefits. If you will work at the USPTO headquarters or another USPTO facility on a routine basis, your Official Duty Station will be the city and state of the USPTO facility. If you are a remote worker, your Official Duty Station will be the city and state of your alternate work site.

### Discussions with Supervisor

This agreement references a number of policies, agreements, and other requirements. The Agency acknowledges that you do not have the ability to review these documents until you are an official employee of the Agency. Therefore, your supervisor will discuss any of these issues with you to help you understand his or her expectations and your requirements. You will have access to the material once you have access to the USPTO Intranet.

## Agreement Terms

- 1) This agreement becomes effective once you have signed the agreement and when you begin working for the USPTO. The Agreement does not require a signature of an Agency Representative.
- 2) This is a temporary agreement that will be in effect no longer than two months. The agreement expires on the earlier of you signing a new telework agreement appropriate for your position and business unit within the USPTO or 2 months after you begin working for the USPTO.
- 3) The employee may telework up to full-time under this agreement, with the extent of authorized telework determined by the employee's business unit. The Agency retains the authority to direct the employee to report to the official duty station as required. 50 Mile radius participants may be required to come to the USPTO as needed. Employees should communicate with their supervisor regarding the assignment of work while teleworking.
- 4) Employees agree to inform their supervisor of their work schedule at the beginning of each day or on a biweekly basis either by email or using the status function in Microsoft Teams, and to update the supervisor as soon as practicable of any changes to the schedule. The employee must comply with all rules and policies governing work schedules while teleworking.
- 5) The employee is required to have Internet Service with a download speed of at least 15 Mbps and an upload speed of at least 4 Mbps at the alternate worksite.
- 6) Telework is not authorized when the employee is providing care to any individual. Employees shall have dependent care arrangements so that the employee's ability to work at the alternate worksite is not adversely affected. A dependent may be at the alternate worksite while the employee teleworks if those dependents are independently pursuing their own activities or otherwise provided for by a caretaker. For any time that the employee claims as work time, their attention must be oriented to work activities and not dependent care.
- 7) All pay, leave, and travel entitlements will be based on the employee's Official Duty Station.
- 8) 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 provided by or taken from the USPTO.
- 9) 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.
- 10) Assigned duties may only be performed at the approved alternate 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.

- 11) 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).
- 12) Signing and returning this agreement does not confer the right to telework when the employee is in a position that has not been approved for telework or to increase the amount of telework from what has been authorized by the USPTO.

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

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Print name

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Employee's Signature

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Date

An /s/ followed by the employee's name will be a sufficient signature for this document, or the employee may print, sign, scan and return the agreement.

Please return this agreement to your supervisor