



# United States Patent and Trademark Office

## New Patent Employee Temporary Telework Work Agreement

The following constitutes an agreement between the U. S. Patent & Trademark Office and

\_\_\_\_\_ (*name of employee*).

### Initial telework program for new Patent employees

Based on the position I have accepted with the USPTO, I am eligible for fulltime telework (also called Remote Work). I understand that I will work all of my hours from my approved alternate worksite and I am not expected to routinely report to a USPTO office or facility.

### Location of worksite:

The USPTO must approve the location of your alternate worksite prior to commencing work from this location. Please choose one of the statements below:

\_\_\_ The address submitted with my new employee orientation documents is the location of my worksite.

\_\_\_ I intend to work from a different location than the address submitted with my new employee orientation documents; I will provide the worksite information to my supervisor within the next two (2) days.

The alternate phone number at the worksite is: \_\_\_\_\_

(*Please provide alternate contact information; may be a mobile or landline number.*)

### Official duty station

Your official duty station will determine your pay and other benefits. As a fulltime teleworker or remote worker, your official duty station will be the city and state of your approved alternate worksite.

### Telework discussions with supervisor/trainer

This agreement references several USPTO 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 and/or trainer will discuss these matters with you to help you understand the expectations and requirements of a teleworker. You will have access to all the materials once you have full access to the USPTO systems.

## Agreement Terms

- 1) This agreement becomes effective once it has been signed and returned to your supervisor.
- 2) This temporary agreement will be in effect no longer than 12 months. The agreement expires on the earlier of:
  - a) signing a new Patents telework agreement appropriate for your position, or
  - b) 12 months after beginning work for the USPTO.
- 3) The employee is authorized to telework an approved fulltime work schedule under this agreement. The Agency retains the authority to direct the employee to report to the official duty station as required.
- 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 Agency collaboration tools, 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 **cable or fiber optic broadband internet service** to participate in all USPTO Telework programs. **The cable or fiber optic internet service at your worksite must be capable of a minimum of 15 Mbps download and 4Mbps upload throughput speed (15/4 standard)**. To optimize the user experience with video conferencing and collaboration tools, it is recommended to have cable or fiber optic internet service that provides at least 25 Mbps download and 25 Mbps upload throughput speed at remote work sites.
- 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. Dependents may be at the employee's approved alternate worksite while the employee teleworks so long as 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) The USPTO maintains ownership and control of any and all USPTO-provided equipment, software, other materials, and data provided to the participant.
- 9) Participants are required to use all USPTO-issued telework equipment when working at their approved default alternate worksite, as appropriate.
- 10) USPTO-issued equipment is for the conduct of official business. Limited personal use of USPTO-issued equipment is permitted, as set forth by the USPTO Rules of the Road and outlined in Agency Administrative Order (AAO) 202-735 ("LIMITED PERSONAL USE OF GOVERNMENT EQUIPMENT").

- 11) 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.
  
- 12) The employee must return all USPTO files, work products, drafts, and notes to the USPTO within two (2) business days of the employee ending participation in the program, regardless of whether participation ends voluntarily or at the direction of the Agency.
  
- 13) 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 worksite.
  
- 14) 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).
  
- 15) 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

Date

Electronic signature: using “/” before and after the employee’s name (e.g. /Jane Smith/) will serve as your electronic signature for this document; alternatively, the employee may print, sign, scan, and return the agreement.

Please save a copy of this agreement and send a copy to your supervisor via email.

