

TELECOMMUTING AGREEMENT

This Telecommuting Agreement exists in accordance with the UAB/UAB Medicine Telecommuting Guidelines. This Telecommuting Agreement specifies the conditions applicable to an arrangement for performing work at an Alternate Work Location on a regular basis. The Telecommuting Agreement begins on the Effective Date listed below. This Telecommuting Agreement can be withdrawn at any time by written notice by either the Telecommuting employee (hereinafter "Employee") or UAB/UAB Medicine Management (hereinafter "UAB") (collectively "the Parties"). This Telecommuting Agreement also ceases immediately upon termination of the Employee's employment by UAB.

UAB and the undersigned Employee hereby agree:

1. The Parties agree that the Employee may try Telecommuting. The Telecommuting shall be done in accordance with UAB's Telecommuting Guidelines and this Telecommuting Agreement. The Telecommuting Guidelines are adopted and incorporated herein by reference.
2. Employee acknowledges and understands that UAB may modify this Telecommuting Agreement at any time for any reason. Telecommuting is not an employee benefit or a right. When Employee's employment with UAB ends, this Telecommuting Agreement will also permanently end, assuming it has not been otherwise terminated prior to Employee's employment ending.
3. Nothing in this Telecommuting Agreement changes the at-will nature of Employee's employment. Nothing in this Telecommuting Agreement shall be considered a promise or contract of employment for any term or period. UAB or Employee may terminate the employment relationship at any time.
4. Alternative Work Location and Surroundings
 - a. Employee will maintain work surroundings that are professional, and not subject to noise or distraction. This Telecommuting arrangement is not designed for child care or other home care arrangements, and Employee is the only person who will be in the Alternative Work Location while Employee is working. Any family care concerns must be resolved before the Telecommuting arrangement begins, and Employee agrees to make appropriate arrangements to address them.

b. If Employee's home is the Alternative Work Location, the home must have a designated work space of sufficient size to accommodate any necessary equipment, as well as a desk and chair. Employee agrees that the designated space in Employee's home shall be the exclusive place where Employee will perform work on behalf of UAB under this Telecommuting Agreement. This Alternative Work Location will not change unless UAB specifically authorizes a change. Employee acknowledges and understands Employee is responsible for keeping the work area free from dangerous or safety hazards. UAB shall not be responsible for any modifications, maintenance or remodeling to Employee's home related to Telecommuting.

c. Consent to UAB Entrance and Inspection. Employee acknowledges and agrees that agents of UAB may, upon 30 minutes' notice, and at any other time that it later designates, enter into Employee's home (if the home is the Alternative Work Location) to inspect the work area or to retrieve UAB-owned equipment or property.

5. At all times, Employee acknowledges that Employee is bound by all applicable UAB policies, rules, regulations, procedures and directives.

6. If Employee incurs a work-related injury, Employee agrees to report it immediately to Employee's supervisor. An injury may be compensable under UAB's On-the-Job Injury Program only if it occurs in the designated workspace of the Alternative Work Location during Employee's designated working hours.

7. Employee's job responsibilities may require that Employee appear at Employee's Assigned Workplace at UAB for meetings or other work-related reasons. Employee also understands that UAB may require Employee to work at Employee's Assigned Workplace whenever UAB requests it.

8. If UAB provides Employee with UAB-owned equipment or property for use at the Alternative Work Location, Employee will use it only for the performance of Employee's duties as an employee of UAB, and to protect against unauthorized or accidental access, use, modification, destruction, or disclosure. Employee will not allow any other person to use the UAB-owned equipment or property. If there is any loss, damage, unauthorized access, or other problem or malfunction of the UAB-owned equipment or property, Employee will immediately contact Employee's supervisor. If the UAB-owned equipment or property requires repairs resulting from its misuse, Employee will be responsible to pay for the repairs.

9. Employee agrees to return UAB-owned equipment and property (including, but not limited to, any software, files, intellectual property and documents, in whatever form) no later than two (2) calendar days after this Telecommuting Agreement or a Telecommuting arrangement ends and/or Employee's employment terminates for any reason. To the extent applicable law permits, Employee authorizes UAB to deduct from Employee's paycheck the value of any property or equipment that is not promptly returned. Upon receiving a written accounting from UAB, Employee agrees within fifteen (15) calendar days of receipt to pay all amounts for the unreturned property or equipment.

10. If Employee moves his/her principal residence which is the Alternative Work Location and UAB has paid for installation of equipment or telecommunication lines, Employee agrees to reimburse UAB for the cost of installing same in Employee's new residence/Alternative Work Location.

11. All policies, rules, and requirements of UAB relating to the use of its computer equipment, telecommunication systems and any other information technology apply to Employee's use of equipment under this Telecommuting Agreement. Employee agrees to take all necessary steps to preserve the confidentiality, integrity and availability of UAB's information, and of the telecommunication and computer systems.

12. Employee agrees to comply fully with UAB's attendance and time recording procedures, and will accurately report and record all working hours. Employee agrees to take all required lunch breaks and rest periods.

13. As a condition of participating in a Telecommuting arrangement, Employee agrees to provide homeowner's or renter's liability insurance in an amount and type acceptable to UAB to cover UAB-owned property or equipment, to furnish proof of such insurance to UAB on request and to notify UAB of any change in insurance carrier or coverage.

14. To the fullest extent permitted under applicable law, Employee agrees to defend, indemnify and hold UAB harmless from any all injuries, damages or claim arising from or relating to his/her Telecommuting. Employee also agrees that UAB is not liable for any claims, injuries or damages that Employee incurs while Telecommuting (except legitimate and accepted injuries covered by applicable workers' compensation law or UAB's On-The-Job Injury ("OJI") Program).

15. Any work that Employee performs for UAB, and all work that Employee performs from an Alternative Work Location, belongs to UAB. Nothing in this Telecommuting Agreement alters, changes or supersedes any agreement with UAB to which Employee is otherwise bound relating to intellectual property, works made for hire or the ownership

of work that Employee produces on behalf of UAB while working for UAB or using UAB's equipment or resources.

16. Employee agrees that UAB has made no representations concerning the tax implications of this Telecommuting Agreement or a Telecommuting arrangement, or concerning any other legal issues relating to this Telecommuting Agreement. Employee agrees he/she has been advised to seek professional advice on these matters if Employee so chooses.

If this Telecommuting arrangement is for a specific period of time, indicate termination date of Telecommuting arrangement: _____

Alternative Work Location: Residence _____ Yes _____ No

Address of Alternative Work Location: _____

Telephone Number of Alternative Work Location: _____

Fax Number: _____

Email: _____

Work Assignment, Communication Methods, and Work Reporting:

WORK SCHEDULE:

If other than Core Business Hours (8:00 a.m. to 5:00 p.m.): _____

Scheduled hours: From _____ a.m. /p.m. to _____ a.m./p.m.

Days per week Telecommuting: _____ (# of days per week)

The following UAB/UAB Medicine-owned equipment and/or software may be used by the Telecommuting employee in the Alternative Work Location and will be returned to UAB/UAB Medicine immediately when requested by management or at the expiration of this Telecommuting Agreement.

____ Phone ____ Pager ____ Computer ____ Printer

____ Office Furniture ____ Fax Machine ____ Surge Protector

____ Other (Specify)

Employee Acknowledgment:

I have read this Telecommuting Agreement. I understand this Telecommuting Agreement, enter into it voluntarily, and agree to be bound by it. I understand what my responsibilities are under this Telecommuting Agreement, and also understand that UAB can modify or terminate the Telecommuting Agreement at any time. I agree to abide by all requirements of the Telecommuting Guidelines, Telecommuting Agreement, and all UAB policies and procedures.

Employee Name (Signature): _____

Employee Name (Printed): _____

Department: _____

Department Approval (Signature): _____

Effective Date: _____

DISTRIBUTION:

Original to Human Resources Date Sent: _____

Copy to Requesting Manager Date Sent: _____

Copy to Employee Date Sent: _____