

# REMOTE WORK AGREEMENT

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This Remote Work Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[EMPLOYER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [EMPLOYER ADDRESS] (the "**Employer**"); and

[EMPLOYEE FULL NAME], an individual (the "**Employee**").

Employer and Employee are each a "**Party**" and together the "**Parties**."

**Recitals.** The Employee is or will be employed by the Employer, and the Employer has agreed to allow the Employee to perform work from a remote location rather than the Employer's premises. This Agreement sets the expectations, equipment terms, and responsibilities of remote work. It supplements, and does not replace, the Employee's underlying offer letter or employment agreement and the Employer's policies. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Remote Work Arrangement

**1.1 Approved arrangement.** The Employer approves the Employee to work remotely on the following basis:

[FULLY REMOTE / HYBRID — e.g. 3 days remote, 2 days in office], effective [START DATE].

**1.2 Approved remote location.** The Employee's approved primary remote work location is [REMOTE WORK ADDRESS] (the "**Remote Location**"). The Employee will not regularly work from a different location without the Employer's prior written approval, because tax, insurance, and legal-compliance obligations depend on the work location.

**1.3 Not a change to employment status.** This Agreement does not change the Employee's at-will status (where applicable), job duties, compensation, or reporting line except as expressly stated. The underlying employment relationship continues to govern.

**1.4 Revocability.** The remote work arrangement is a privilege that the Employer may modify, suspend, or revoke at its discretion, with reasonable notice, based on business needs, performance, or policy changes, subject to applicable law and any accommodation obligations.

## 2. Work Hours and Availability

**2.1 Schedule.** The Employee's standard working hours are [HOURS, e.g. 9:00 a.m.–5:00 p.m.] in the [TIME ZONE] time zone, unless otherwise agreed in writing.

**2.2 Availability and responsiveness.** During working hours, the Employee will be reachable through the Employer's approved communication tools and will respond within a reasonable time. The Employee will attend scheduled meetings and remain available for collaboration.

**2.3 Timekeeping (non-exempt employees).** If the Employee is non-exempt under applicable wage-and-hour law, the Employee will accurately record all hours worked, take legally required meal and rest breaks, and obtain advance approval before working overtime. The Employee will not work "off the clock."

**2.4 Time off.** Requests for paid time off, sick leave, and other absences follow the Employer's standard policies and applicable law.

### 3. Equipment, Expenses, and Connectivity

**3.1 Employer-provided equipment.** The Employer will provide the following equipment for the Employee's use: **[LIST, e.g. laptop, monitor, headset]** (the "Equipment"). The Equipment remains the Employer's property.

**3.2 Care and return.** The Employee will use the Equipment primarily for work, keep it secure, and return all Equipment in good condition (ordinary wear excepted) on request or on the end of employment.

**3.3 Personal devices.** If the Employee uses a personal device for work ("BYOD"), the Employee will comply with the Employer's security requirements, and the Employer may require security software or remote-wipe capability for work data. **[Specify whether BYOD is permitted.]**

**3.4 Internet and home office.** The Employee is responsible for a reliable internet connection and a suitable workspace, except to the extent the Employer reimburses costs.

**3.5 Expense reimbursement.** The Employer will reimburse reasonable, pre-approved business expenses, and will reimburse any home-office or remote-work expenses that applicable state law requires an employer to cover. Reimbursable items include: **[LIST OR "AS REQUIRED BY LAW"]**.

### 4. Data Security and Confidentiality

**4.1 Security obligations.** The Employee will protect Employer systems and data by following the Employer's security policies, using approved networks and tools, enabling required encryption and authentication, and keeping software updated.

**4.2 Access controls.** The Employee will keep devices password-protected and locked when unattended, will not allow household members or others to use work devices or access work accounts, and will use only the Employer's approved storage and applications for work data.

**4.3 Confidential Information.** The Employee will keep all of the Employer's non-public information confidential, will conduct sensitive calls and screen-share in private, and will not store or transmit Confidential Information through unapproved channels.

**4.4 Incident reporting.** The Employee will promptly report any lost or stolen device, suspected breach, or unauthorized access to **[CONTACT / IT SECURITY]**.

### 5. Work Environment, Safety, and Insurance

**5.1 Safe workspace.** The Employee will maintain a safe, ergonomic workspace at the Remote Location, free of recognized hazards, and will follow any Employer remote-safety guidelines.

**5.2 Workers' compensation.** Work-related injuries that occur while performing job duties at the Remote Location may be covered by workers' compensation in accordance with applicable law. The Employee will promptly report any work-related injury.

**5.3 Self-certification.** On request, the Employee will complete a reasonable home-office self-certification confirming the workspace meets the Employer's safety expectations.

5.4 **No business visitors.** Unless approved in writing, the Employee will not hold in-person business meetings with clients or vendors at the Remote Location.

## 6. Performance and Communication

6.1 **Performance standards.** Remote work does not lower performance expectations. The Employee will meet the same standards for quality, productivity, deadlines, and conduct as on-site employees.

6.2 **Check-ins.** The Employee will participate in regular check-ins, status updates, and reviews as the Employer reasonably requires.

6.3 **On-site requests.** The Employer may require the Employee to attend the office or off-site events for meetings, training, or team activities with reasonable notice. The Employee will be available for occasional on-site work as requested.

## 7. Tax, Jurisdiction, and Multi-State Issues

7.1 **Work-location dependence.** The Employee acknowledges that working from a location different from the approved Remote Location can create tax-withholding, registration, and legal-compliance obligations for the Employer, and so the Employee will not relocate the Remote Location without prior written approval.

7.2 **Notice of relocation.** The Employee will notify the Employer in writing before any change of primary residence or work location.

7.3 **Compliance with local law.** Employment terms remain subject to the mandatory employment, wage, leave, and safety laws of the jurisdiction where the Employee actually performs the work.

## 8. General Provisions

8.1 **Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, except that mandatory laws of the Employee's actual work location apply where required.

8.2 **Relationship to other agreements.** This Agreement supplements the Employee's offer letter, employment agreement, confidentiality agreement, and the Employer's policies. If a conflict exists, the document with the more protective or more specific term controls, unless a controlling document states otherwise.

8.3 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on remote work and may be amended only by a writing signed by both Parties.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 **Notices.** Notices must be in writing, delivered to the Parties at their respective addresses or work email addresses, and are effective on receipt.

8.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**EMPLOYER**

**EMPLOYEE**

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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Printed name: **[NAME]**

Printed name: **[EMPLOYEE NAME]**

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Title: **[TITLE]**

Title: N/A

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

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

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