

## REMOTE WORK AGREEMENT

[ hereafter: the **Agreement** ]

concluded in accordance with the provisions of Section 2, Section 40, Section 190a, and Section 317 of Act No 262/2006 Coll., the Labour Code, as amended (hereafter: the Labour Code), on the day, month, and year specified below between the following parties:

The **Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (IOCB Prague)**  
with place of business at Flemingovo nám. 542/2, 160 00 Praha 6  
[ hereafter: the Employer ]

and

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Date of birth \_\_\_\_\_

Residence \_\_\_\_\_

[ hereafter: the Employee ]

[ the Employer and Employee hereafter collectively: the Parties; each of the parties separately hereafter: the Party ]

### 1. SUBJECT OF THE AGREEMENT AND BASIC CONDITIONS OF REMOTE WORK

1.1. The subject of this Agreement is the negotiation of the conditions of remote work in accordance with the provisions of Section 317 of the Labour Code.

1.2. The Parties have agreed that the Employer will allow the Employee to work remotely in the following regimen\*:

- One-time remote work on a predetermined date from \_\_\_\_\_ to \_\_\_\_\_.
- Regular remote work on the following days of the week:  
\_\_\_\_\_.
- Remote work will be carried out randomly per a prior written agreement between the Employee and his/her direct supervisor.

\* choose the correct option

1.3. The Employee acknowledges that the conditions of remote work will be governed by (i) this Agreement, (ii) by the Employer's internal Remote Work Directive dated 1 October 2023, and (iii) by relevant legal regulations, especially the Labour Code. By signing this Agreement, the Employee confirms that they have thoroughly reviewed the Remote Work Directive and understand it. The Employee undertakes to adhere to all obligations and procedures established by the Remote Work Directive as they pertain to working remotely.

- 1.4. This Agreement does not entitle the Employee to remote work, and the Employer may, at any time despite this Agreement, require the Employee to work at the workplace as specified in the Employee's employment agreement (hereafter: Employer Workplace) within the full scope of the work week, i.e. the Employer is not obligated to allow the Employee to work remotely in any extent.
- 1.5. In accordance with Section 190a, paragraph 2, of the Labour Code, the Parties agree that the Employee shall not be entitled to reimbursement of costs in connection with remote work.
- 1.6. The Parties have also agreed that the Employee's workplace for the effective period of this Agreement will be: The Employer Workplace and

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[ hereafter: Remote Workplace ]

- 1.7. The Employee may not, without the prior written consent of the Employer, work remotely from a location other than the remote workplace, **and the Employee may be allowed to work remotely from a location outside the Czech Republic (i.e. from abroad) only in exceptional cases and upon the institute director's approval.**
- 1.8. For the duration of this Agreement, the parties have agreed on a Regular Workplace for the purpose of travel allowances in accordance with the provisions of Section 34a of the Labour Code, such that the regular workplace shall comprise both the Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (IOCB Prague), Flemingovo náměstí 542/2, Praha 6, and the Remote workplace (hereafter: Regular Workplace). As pertains to an individual day, the Regular Workplace shall be that location from which the Employee spent the most time working regardless of whether it was remote work or work carried out at the Employer Workplace. The Parties have agreed that remote work will be carried out during the working hours scheduled by the Employer, the details of which are set forth in the Remote Work Directive.
- 1.9. If for purposes of remote work the Employee uses their own computer and other resources, they hereby acknowledge that, with regard to the provisions in point 1.5. of this Agreement, they are not entitled to any compensation in connection with the use of these resources.
- 1.10. The Employee acknowledges that the usual working hours (during which the Employee must be reachable, regardless of whether they are working remotely or at the Employer Workplace, and must fulfil other obligations arising from the Remote Work Directive) are understood to mean weekdays from 7:30 a.m. to 4:00 p.m., with a break for food and rest, unless the Employee and the Employer agree on other working hours.
- 1.11. When working remotely, the Employee shall undertake to do the work in person and to make full use of the working hours to complete work for the Employer in the same quality, volume, and manner as if they were working from the Employer Workplace. The duties of the Employee when working remotely are specified in greater detail in the Remote Work Directive.
- 1.12. With at least **two (2) days prior notice**, the Employee and the Employer must inform each other in writing about planned remote work, or about any recall of the Employee back to the Employer Workplace.

## 2. OCCUPATIONAL SAFETY AND HEALTH

- 2.1. By signing this Agreement, the Employee confirms that they have received proper training in occupational safety and health (hereafter: OSH) and undertakes to comply with regulations ensuring safety and health when working remotely. Furthermore, by signing this Agreement, the Employee declares that the Remote Workplace meets current OSH requirements. Details and other conditions that the Employee is obligated to comply with in this regard are specified in the Remote Work Directive.
- 2.2. The Employee undertakes to immediately inform the Employer in the event that the Remote Workplace has ceased to meet the conditions stipulated in the Remote Work Directive. Until the defects in the Remote Workplace are eliminated, or a new Remote Workplace is established that complies with the Remote Work Directive, the Employee must work from the Employer Workplace, regardless of the manner in which remote work has been arranged or other provisions of this Agreement or the Remote Work Directive.

## 3. TERMINATION OF THE REMOTE WORK AGREEMENT OBLIGATION

- 3.1. This Agreement is concluded from \_\_\_\_\_ to \_\_\_\_\_.
- 3.2. The obligation arising from this Agreement can be dissolved by agreement of the Parties on an agreed date.
- 3.3. The obligation arising from this Agreement can also be terminated by means of written notice addressed to the other Party, for any reason or for no reason. In such an event, the remote work arrangement terminates upon expiration of a notice period of **5 calendar days**, which commences on the day on which the notice was delivered to the other Party. The notice period is the same for both Parties.
- 3.4. The obligation arising from this Agreement is also terminated in the following cases:
  - 3.4.1. upon expiry of the agreed duration;
  - 3.4.2. termination of employment.
- 3.5. With the exception of the case specified in paragraph 3.4.2. of this Agreement, beginning on the date of termination of the obligation arising from this Agreement, the Employee must work from the Employer Workplace within the limits of that workplace as stipulated in their employment agreement and per the provisions of the Labour Code. If the Employee worked remotely for only part of their weekly working hours, they shall now be obligated to work at the Employer Workplace from which they worked when they were not working remotely, unless the Employer instructs them to do otherwise.
- 3.6. If, in connection with conclusion of the Agreement and/or an addendum to the Agreement, there has been a change of the agreed workplace and/or the Regular Workplace, then upon termination of the obligation arising from this Agreement, the agreed workplace and/or the Regular Workplace for the purpose of travel allowances (if one was specified prior to conclusion of the Agreement) as per the employment agreement and other possible arrangements between the Parties, shall revert to the

original workplace and/or the Regular Workplace for the purpose of travel allowances as specified prior to the conclusion of this Agreement, unless the Parties agree otherwise.

#### **4. FINAL PROVISIONS**

- 4.1. Having read this Agreement, the Parties declare that they agree with its provisions, that this Agreement has been prepared on the basis of true information, that it expresses their true and free will, and that it was not concluded under duress or under unilaterally disadvantageous conditions. At the same time, the Employee confirms that they understand all the provisions of this Agreement and that the contents of this Agreement have been sufficiently explained to them by the Employer and that the Employee does not request any further explanation. In witness thereof, the Parties sign below.

In Prague on \_\_\_\_\_

In Prague on \_\_\_\_\_

**Group / department leader:**

**Employee:**

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