

# Individual Remote Work Agreement

This agreement regulates the remote working relationships between employees and OsloMet. It applies to all mobile remote work.

This agreement is a supplement to ordinary employment contracts and shall not intervene in employees' other terms and conditions of employment or their ordinary employment relationships. The terms of this agreement must not contravene statutory legislation and agreement.

## 1. Definition of remote work

Remote work is characterized by the fact that it represents alternative ways of organizing one's work. Remote work can also be a combination of the following different form of remote work.

Different forms of remote work:

- **Home office:** Home-based remote work is defined as paid work which is carried out at the home of the employee concerned in Norway. When working from home the employee uses space in his/her own home as a workplace.
- **Mobile remote work:** Mobile remote work is characterized by the fact that the employee concerned works in different geographical locations.
- **Remote work centres:** Remote work centres are office communities where employees from several different businesses work under the same roof.

<b>In this case an agreement has been entered into about</b>	Please write which type(s) of remote work will be covered by the agreement:		
<b>Information about the employee</b>	Name:	Date of birth:	Address in Norway (if applicable):
<b>Unit and further details about the remote work location(s)</b>	Name of unit/dep.:	Address:	Remote work address including country:

## 2. Home working space

If possible, a room in the home shall be dedicated as the employee's work room. This remote workplace shall be designed and furnished so that it complies with the requirements stipulated in statutory legislation and regulations at any one time.

### 3. Scope and time span

In order to ensure that the specific organisation of work shall be defined as remote work, the work must be carried out for an average of at least 2 days per week and last for at least 6 months. Work must be organised, so it does not prevent the employee from having social contact with his/her colleagues or hamper his/her expertise and career development. Remote work agreements shall always be agreed for a limited period on each occasion.

<b>Scope</b>	Date/week/ month/year:
<b>Time span</b>	From/To:

### 4. Availability and expectations

The expectations about employees being present and available for remote work are the same as those which apply at their main place of work. Employees shall notify any absence (illness, sick children, customer visits, etc.) in accordance with the current rules. OsloMet is responsible for ensuring that employees' duties are carried out by someone else if their absence requires such. OsloMet is entitled to ask the employee to attend necessary meetings and when unforeseen situations arise.

<b>The employee shall be available in the following way</b>	For example, on the phone (forwarding to mobile phone)/Skype/Zoom/Teams/e-mail:
<b>To be completed if necessary: what type of work is to be carried out at the remote workplace?</b>	Explain the work tasks to be carried out remotely:

### 5. Working hours

The working hours provisions must be complied with. The same restrictions which apply to the length of working hours at one's main workplace will also apply to remote work. Working at night and on Sundays and bank holidays can only be ordered in accordance with the rules contained in

the Norwegian Working Environment Act. The same rules which apply to one's main workplace shall also apply to overtime and additional work.

Scientific employees are covered by the provisions specified in (link requires Feide log in) [Working hours for teaching and research staff](#). Other employees with jobs in which they are particularly independent shall comply with the normal rules which apply to this group of employees.

## **6. Training**

OsloMet is responsible for ensuring that remote workers receive training on the use and operation of equipment (PCs, communications equipment, etc.) when necessary.

## **7. Statutory legislation and agreements**

An employee's employment contract and other statutory legislation and agreements shall apply as usual to anyone carrying out remote work.

## **8. Geographic limitations for remote work**

- Norwegian government restrictions on [export control](#) applies to China and Iran. It's therefore not permitted to perform mobile remote work or use OsloMet equipment in these countries. Limits to other countries may also apply.
- Geographic limitations to the use of OsloMet technical equipment and systems outside of the EU and EEA countries applies and the efficiency of your work can be compromised. Due to Export Administration Regulations (EAR), Microsoft sky services are not available in Cuba, Iran, North Korea, Syria and the Region of Crimea.
- The [EU GDPR compliance](#) of May 25<sup>th</sup>, 2018 imposes strict rules on data collection on all EU member countries. GDPR compliance have also been made for several other countries outside the EU and EEA. For countries currently not in GDPR compliance, restrictions to OsloMet services may apply.

## **9. Use of OsloMet equipment**

The following guidelines on the allocation of IT equipment and e-coms services shall apply at OsloMet:

- [Guidelines on the allocation and use of electronic communications services at the OsloMet](#)
- [IT services for remote work](#)
- The following applies to refunds for communications expenses: [Refunds of communications expenses](#).

All computer equipment and mobile devices owned by OsloMet and that will be used in another geographic location must be configured by IT support. An appointment must be made with the OsloMet IT support at least 2 weeks before departure to prepare or exchange the equipment. Employees are responsible for treating equipment properly and for returning it at the end of the remote work period, or when taking leave which extends beyond the remote work period, when OsloMet requests such.

<b>Equipment owned by OsloMet which has been installed at the employee's place is as follows:</b>	Inventory (IT equipment, E-coms services, mobiles):
<b>In which country(countries) do you plan to use OsloMet equipment</b>	Name of country (countries):

## 10. Health, Safety and the environment

OsloMet is responsible for ensuring that employees who are undertaking remote work have a safe working environment which could not cause any injuries. This includes OsloMet being responsible for ensuring that any equipment and machines which are delivered to the employee in question could not injure that employee. In turn the employee shall comply with the instructions provided and display the due care and attention required in order to prevent health risks and accidents. The parties to the agreement must comply with any HSE legislation and regulations which apply at any one time.

## 11. Responsibilities and insurance

The state is its own insurer and OsloMet shall not take out special insurance for employees who have agreements relating to remote work. In the event of any insurance events occurring in connection with remote work, the general rules on compensation and insurance which would otherwise apply to state employees shall apply. Employees are covered by the common provisions, Sections 23 and 24, of the Basic Collective Agreement for the Norwegian Civil Service and the [Norwegian National Insurance Act](#). Entering into an agreement on having a home office is conditional on the employee in question having ordinary household contents insurance.

Employees doing mobile remote work can become a member in the [Norwegian Public Service Pension Fund](#) or take out private insurance to cover their stay in the country of work.

## 12. Information security

The safety regulations, which apply to anyone using the IT equipment at OsloMet, must also comply when carrying out mobile remote work. Managers and employees shall discuss how the storage of documents and other information can take place in compliance with current confidentiality rules. Confidentiality and loyalty statements entered between OsloMet and the employee concerned also apply when carrying out mobile remote work. It is especially important to consider if one's work are

bound by other laws or even agreements regarding where data may be transferred to. It may be as simple as a prerequisite by the owner of the data one is working on. Special agreements must be made if anyone else apart from the employee in question is going to use the equipment. The employee must agree to the OsloMet [ICT guidelines](#).

### **13. Relationship with ordinary employment contracts**

This agreement shall be attached to the ordinary employment contract of the employee concerned, pursuant of the Norwegian Working Environment Act. The employee's line manager shall be responsible for filing the agreement in the employee's personnel folder.

### **14. Termination of remote work agreements**

The first three months of the remote work agreement are a trial period. During the trial period either of the parties can terminate the remote work agreement by providing two weeks' notice. After the trial period, the parties may mutually terminate the remote work agreement by providing one month's notice.

After the end of the remote work period the employee will return to his/her ordinary workplace without any special termination being provided. This agreement automatically ends when the employee's employment with the business is terminated.

### **15. Amendment clause**

The parties to this agreement understand that the agreement will need to change in accordance with statutory legislation and agreements and any other key guidelines in this respect.

### **16. Special comments**

<b>Special comments</b>	Comments:

Two copies of this agreement shall be signed, one for each of the parties.

.....

Name/date/Place

Manager

.....

Name/date/Place

Employee

