

Model form
INDIVIDUAL AGREEMENT ON ORDINARY REMOTE WORKING

GIVEN the employment contract signed with the Administration;

HAVING REGARD to law 81/2017 on "Measures for the protection of non-entrepreneurial self-employment and measures aimed at encouraging flexible times and places of subordinate work" and in particular Chapter II thereof, related to remote working;

TAKING INTO ACCOUNT that remote working is a method of carrying out the employment relationship according to an agreement established between employee and employer characterized both by the absence of time or space constraints and organized according to phases, cycles and objectives;

GIVEN the provision assigning the employee to the organizational unit;

TAKING INTO ACCOUNT Legislative Decree. n. 165 of 2001 which, in the text modified by Legislative Decree 27 October 2009, n. 150, highlights the full responsibility of Managers/Directors in the management of the human resources assigned to them;

GIVEN the CCNL (National Collective Labor Contract) relating to staff in the Education and Research sector 2016/2018, signed on 18 April 2018;

GIVEN Directorial Decree no....of...on the delegation by the General Director to sign the agreement regarding the method of execution of the remote working relationship,

**NOW THEREFORE,
BETWEEN**

The Council for Research in Agriculture and Economics (CREA), represented by Manager (Head of Unit)/Director.....

AND

Mr/Ms (name and surname).....

Born inon....., resident in(postal address) and employed at, with the following professional profile

THE FOLLOWING IS AGREED AND STIPULATED

**Article 1
Subject**

In order to foster the promotion of work-life balance and labor productivity, the parties agree that Mr./Ms..... carries out the assigned working tasks in a remote manner as specified in this agreement.

Article 2
Work activity and related processes

The employee carries out in remote working the following activities: (brief description of working tasks):

.....
.....

Article 3
(Work tools and Warnings)

1. The employee uses the instrumental equipment in their possession/provided by the administration, consisting of.....
2. In order to carry out their work, the employee must operate in conditions of maximum IT security, diligently safeguarding the data and documentation used and adopting every measure aimed at guaranteeing the security and protection of information held by Administration.

Article 4
(Duration)

This agreement starts from the date of its signature by both parties and ends on..... or until otherwise indicated by the Head of the Organizational Unit, with at least one month of prior notice.

Article 5
(Identification of availability days and slots)

1. The employee will carry out the work referred to in Art. 2 in remote working for days a week.
2. In order to guarantee effective interaction with the organizational unit to which they belong and optimal performance of the work performance, the employee guarantees contactability according to the following time slots:
- (insert agreed time slots, maximum 50% of the time).
3. The right to disconnect is guaranteed in the following time slots:
- (insert agreed time slots, in which the employee may deactivate technological equipment and business IT platforms).

Under no circumstances is the employee required to connect beyond the opening and closing hours of the assigned office.

Article 6
(Monitoring)

Monitoring will take place through monthly acquisition (also in verbal form) by the Manager/Director of a report on the activity carried out during remote working days, in case where it is not possible to automatically extract the same report from the activities and documents produced by the employee during the course of his work.

Article 7

(Obligations of the employee and termination by the Administration)

1. Remote working is carried out in compliance with the provisions set out in the regulations of the Education and Research sector CCNL (National Collective Labor Agreement), of the Code of Conduct for public administration employees, approved with Presidential Decree. n. 62 of 04/16/2013 and published in the Official Gazette no. 129 of 04/06/2013, as well as the Code of Conduct for CREA employees, approved with resolution of the Board of Directors no. 66 of 14/12/2017, and of the CREA Code of Ethics and Professional Conduct, approved with Commissioner's Decree no. 37 of 12 March 2020.
2. Any conduct contrary to the regulations referred to in the previous paragraph, or in contrast with the provisions of both this remote working Agreement and the information document which constitutes an integral part thereof, without prejudice to any disciplinary action, represents justified reason for termination from this individual Agreement by the Administration, in the person of the Office Manager/Director of the Research Center the employee is assigned to.
3. The termination from the individual Agreement referred to above must be motivated in accordance with the previous paragraphs and must also be formally and without delay communicated to the employee.
4. The Administration's termination is effective from the moment it reaches the recipient.

Article 8

(Legal and economic treatment)

1. The administration guarantees that the employee who uses remote working methods shall not suffer penalties for the purposes of recognition of professional skills and career progression. As a result of the flexible distribution of working time, in relation to remote working days, neither transfer allowance nor overtime work, additional working hours extensions, short permits and other instruments that involve time reductions are recognized.

Article 9

(Duties of custody and confidentiality)

1. The employee is required to diligently safeguard the data and documentation used.
2. In carrying out the work in remote mode, the employee is required to respect the confidentiality obligations, pursuant to the provisions of Art. 7, paragraph 1.

Article 10
(Safety at work)

1. The Administration guarantees the health and safety of the employee, compatibly with the flexible organization of the work and provides the employee with written information aimed at identifying the general and specific risks connected to the particular method of carrying out work performance in remote working mode.
2. The employee undertakes to collaborate profitably and diligently with the Administration in order to guarantee safe and proper fulfillment of the work performance.
3. The employee undertakes to communicate to the Manager/Director immediately, and in any case without delay, any risk to their health and safety that they may have encountered in the place where remote work is carried out.

Article 11
(Authorization to process personal data)

Mr./Ms. authorizes the processing of their personal data pursuant to Legislative Decree no. 196/2003, as amended and integrated by Legislative Decree 101/2018 "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679", for the purposes connected and instrumental to the management of this Agreement.
Read, Confirmed and signed.

THE MANAGER/MANAGER

THE EMPLOYEE