

7. All requests will be reviewed by Senior Management of the EHS Headquarters Office for final approval, but only after being recommended by the relevant Department Director.
8. When a flexible work hours agreement is in effect: **(a)** the minimum number of hours at a MIT worksite weekly for a full time employee will be 30; **(b)** 10 hours of work will be performed at home unless employee's presence is required at one of the MIT work sites, and **(c)** time spent on any off-site professional obligations, related to MIT, will be applied only to fulfilling "home" work hours. For part time employees, the number of hours at home vs. at MIT will be determined on a case by case basis.
9. When a flexible work hours agreement is in effect, the employee must be available via telephone or pager during work hours as required by employee's position, and must be willing and able to work at MIT during "home" work hours without advance notice, when necessary to effectively discharge work responsibilities
10. When a flexible work hours agreement is in effect, no consulting may be conducted during work hours (including work hours required at MIT and at home).
11. Any flexible work hours agreement is a voluntary accommodation and privilege, not a legal right or benefit. Such agreement will be reviewed and renewed if applicable at least every six months and is subject to change, including cancellation, at any time by the relevant Department Director, if it is determined by the Director to not be in the best interests of MIT.

Note: The Family Resource Center can provide consultation about making a proposal.

Background:

The EHS Office is open from 8:00 AM to 5:00 PM. For full time staff without any formal flexible hour arrangements, it is expected they will be "at work" for the core hours of 10:00 AM to 4:00 PM. Flexible start and end times can range from 7:00 AM to 6:00 PM. An individual's "normal working day" must be between 7:00 AM and 6:00 PM including the core hours of operation. No formal approval is required but the verbal approval with the relevant Deputy Director or Director must be obtained.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is dated as of _____, and sets forth the entire understanding between the _____ Department ("Department", which term shall include MIT) of the Massachusetts Institute of Technology ("MIT", which term shall include the Department) and _____ (the "Employee") residing at _____, _____, Massachusetts, (the "Home") employed by the Department, concerning Employee's request to work at Home for the Department. For good and valuable consideration the receipt and sufficiency of which are acknowledged by the Employee and the Department, the Department has agreed to allow the Employee to work at Home in the Home Office more specifically described in Exhibit A, attached to and incorporated in this MOU, only on the following terms and conditions, all of which the Employee agrees to:

- 1. The Employee will work on Department business at Home, but only in the Home Office, for at least _____ hours per day between the hours of _____ and _____ on _____s and _____s. Each week, the Employee will submit to the _____ of the Department a daily accounting of actual hours worked and work undertaken for the Department in the Home Office during the week just completed.**
2. The Department will supply the Home Office with the computer, fax machine, printer and other furniture and equipment ("F&E") listed in Exhibit B, attached to and incorporated in this MOU, all of which shall remain the property of the Department and may be used only by the Employee and only for Department business. The F&E will be insured by MIT in connection with damages to the F&E only. The Employee will be responsible for properly installing the F&E in the Home Office and for ensuring that the Home Office complies with all applicable building, electrical, fire and other codes, laws and regulations and all requirements of insurers covering the F&E, the Home and/or the Home Office. The Employee shall have no employees engaged in work for MIT in the Home Office and shall be responsible and liable for all injuries and damages to third parties and their property in the Home Office and for all property damage to Employee's property.
3. The Employee shall obtain and maintain throughout the term of this MOU, the insurance coverages listed in Exhibit C, attached to and incorporated in this MOU. The MIT Insurance Office (Regina Dugan) can provide assistance in confirming the necessary coverages with the Employee's insurance carrier. Upon execution of this

MOU

and before beginning any work for MIT in the Home Office, Employee shall provide the Department and MIT's Insurance Office (to the attention of Regina Dugan) with a Certificate of Insurance, in acceptable substance and form, evidencing the applicable coverages required by this MOU, together with evidence that all premiums for such insurance have been fully paid and such documentation shall be deemed to be incorporated in Exhibit C to this MOU. At least 30 days before the expiration of any of the insurance policies required by this MOU, the Employee shall renew or obtain new policies of such insurance and pay all premiums in full for the same and shall provide the Department and MIT's Insurance Office (to the attention of Regina Dugan) with a Certificate of Insurance in substance and form acceptable to MIT and each such acceptable Certificate shall be deemed to be incorporated in Exhibit C to this MOU. Employee agrees that MIT shall not be liable for any suits, actions, claims, demands, damages, losses, expenses and costs, including reasonable attorneys' fees and court costs, of any kind or description at law or in equity, resulting from, in connection with, or arising out of Employee working at Home (collectively, "Liabilities"), except only worker's compensation claims of Employee for MIT work-related injuries sustained by Employee in the Home Office during the hours for work specified in this MOU, subject to all conditions of worker's compensation law ("Workers Compensation Claims"). Employee indemnifies, defends to the extent covered by insurance required by this MOU, and holds MIT (including its officers, trustees, employees and agents) harmless for all such Liabilities and waives all claims for Liabilities against MIT, except only Worker's Compensation Claims.

4. Permission to work at home is a voluntary accommodation by the Department and is a privilege, not a right or legally required accommodation or benefit of Employee. The Department may terminate this MOU at any time effective upon giving written notice to Employee and may then recover the F&E and require the Employee to work in space at MIT, if the Department determines that this is in the best interests of MIT or the Department to do so. The Employee shall be responsible for any repairs to the Home or Home Office necessitated by the removal of the F&E, unless and only to the extent caused by the willful misconduct or gross negligence of the Department or its agents or contractors.
5. This MOU constitutes the entire understanding between the parties on the subject matter addressed and supercedes all other agreements, whether oral or in writing, concerning the same. This MOU cannot be amended or modified except by written agreement signed by both parties. The invalidity of any provision of this MOU shall not affect the remaining provisions, which shall remain in full force and effect at law and in equity. Any waiver of a provision or obligation under this MOU shall be effective only if it is made in writing by the waiving party, using the word "waiver". Any waiver of a particular provision or on a particular occasion shall not constitute a waiver of any other provision or on any other occasion. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts for all purposes, without regard to Massachusetts law on choice of law. Any litigation involving this MOU shall be brought and maintained in a state or federal court sitting in Suffolk or Middlesex County, Massachusetts, to which court's
jurisdi

ction the parties agree to subject themselves.

Executed under seal as of the _____ day of _____, 200_.

Employee:

MIT/Department

By: _____

Its Department Head

Exhibit A
Specific Description of the Home Office

Exhibit B
Furniture and Equipment Provided by MIT

All capitalized terms in this Exhibit have the meanings attributed to them in the MOU to which this Exhibit is attached.

The following furniture and equipment is owned by MIT and is being provided by MIT for use in the Home Office under the terms and conditions of the MOU: