**Postdoctoral Telecommuting Agreement**

Due to the COVID-19 pandemic, social distancing guidelines have been implemented to minimize the spread of the infection. Stanford University (“Stanford”) continues to work closely with local health departments and Santa Clara County officials to ensure adherence to important social distancing and other protocols to help ensure the university is a safe and healthy learning environment.

Moreover, postdoctoral students[[1]](#footnote-1) may be unable to travel to the US to embark upon or continue their work due to either (i) global mobility issues or (ii) underlying health concerns. The *Postdoc Guidance for Continued Employment* sets out the definitions of global mobility issues and underlying health conditions

This [international] [domestic] postdoctoral telecommuting agreement (“Agreement”) should be used in all instances for which management has determined that a postdoctoral scholar may temporarily telecommute because of [global mobility issues] [and/or] [an underlying health concern]. If a postdoctoral scholar already has an existing telecommuting agreement in place, please use this Agreement to modify an existing agreement, which provides the flexibility needed to adjust to changing circumstances as the current health situation continues to evolve.

This Agreement is between Stanford University and [**NAME**] (“you”), must be approved by your faculty mentor, and must be provided to your departmental postdoc administrator. We (Stanford and you) agree that you will temporarily telecommute on the following schedule: the following days: [ ] (e.g., up to 5 days/week) with the following frequency [ ] (e.g. daily, weekly, monthly), beginning on [ ] (**TODAY’S DATE)**.

You understand that this agreement to permit remote telecommuting is a temporary accommodation only and will be reviewed and re-evaluated during this period given the extraordinary conditions that persist related to COVID, and the measures taken to minimize its spread. Accordingly, Stanford may alter this schedule or end the temporary telecommuting agreement at any time at its sole discretion.

The kind of work that can be accomplished while telecommuting includes writing, data analysis, planning future experiments, and participating in virtual meetings. You and your faculty mentor should agree on the scope of work, frequency of meetings, and best practices for communicating with each other.

This temporary telecommuting arrangement will begin on [**DATE**] and will remain in effect unless altered or terminated at any time (as described above).

This Agreement does not change the basic terms and conditions of your postdoctoral appointment at Stanford. You agree that, effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following [**country** [***insert name of country***]/[**State** [**insert name of State**].

**[\*If this is an overseas accommodation, the following paragraph is to be included]**

[Please note that health and welfare benefits coverage may be more limited while working outside of the US. You are responsible for ensuring that you have adequate benefits coverage for yourself and any covered dependents while in [***insert name of country]***. Stanford cannot and does not assume any legal responsibility for payment of any medical costs in [***insert name of country***]. Please refer questions to the Postdoc Benefits Office at postdocbenefits.stanford.edu or (+1) 650 724 9490.]

**[\*If this is an overseas accommodation, the following paragraph is to be included]**

[Since you are temporarily telecommuting from outside the US, you are responsible for determining any foreign tax consequences, including but not limited to income and social taxes, resulting from salary earned, time spent and activity occurring in [***insert name of country***]. All US and/or foreign tax consultation and filing requirements will be your responsibility. Furthermore, you acknowledge that Stanford is not responsible for paying, grossing up, or reimbursing any foreign taxes owed nor is Stanford liable for any payments regarding tax return preparation whilst you work in that country.]

Furthermore, as a condition of this arrangement you:

1. [acknowledge that it is your responsibility to have the appropriate visa, work permit, and other documentation for working in [***insert name of country***], and that you are authorized to work in that country; ] **\* for an overseas accommodation only**
2. [certify that you have reviewed Stanford’s anti-bribery policy, which can be located at <https://adminguide.stanford.edu/chapter-12/subchapter-1/policy-12-1-2>, and understand and agree that you are required to comply with the terms of that policy, the U.S. Foreign Corrupt Practices Act (“**FCPA**”), codified at 15 U.S.C. §§ 78m, 78dd, 78ff, and any additional applicable international and local country anti-bribery and anti-corruption laws, decrees and regulations of [***insert name of country***]; **\* for an overseas accommodation only**
3. understand that during the term of this agreement, all equipment supplied by Stanford is owned by Stanford and is to be returned to Stanford by you in proper working order at the end of this agreement. You are required to comply with the policies established by the [Property Management Office](https://doresearch.stanford.edu/research-offices/property-management-office-pmo) and [Stanford's export control documentation](https://acrp.stanford.edu/sites/default/files/shared/files/public/Export%20Controls%20Quick%20Guide%202013%20.pdf) requirements for international shipments and hand carries of Stanford property which includes documentation submission requirements for the use of Stanford laptops and other digital storage media.
4. [understand that you are required to work with Stanford University IT & Export Controls (Steve Eisner, [steve.eisner@stanford.edu](mailto:steve.eisner@stanford.edu)) to ensure proper computer usage and a secure platform for data transmission prior to travel: <https://uit.stanford.edu/security/travel>;] **\* for an overseas accommodation only**
5. acknowledge that you are subject to and are expected to comply with all applicable laws, including without limitation US and [***insert name of [country/State (as applicable)]*** laws**,** and Stanford policies and procedures. You have reviewed and agree to comply with the university’s Privacy Policy at <https://privacy.stanford.edu/> and all applicable privacy and security laws, including without limitation any applicable privacy laws, in your handling of any university related information;
6. [acknowledge that should you develop legal problems with any foreign nationals or with the government(s) in [***insert name of country***], you will attend to the matter personally with your own personal funds. Stanford does not guarantee what, if any, assistance it can provide under such circumstances; ] and \* **for an overseas accommodation only**
7. are subject to and are expected to comply with all applicable United States laws, Stanford policies and procedures, including but not limited to the policies found in the University Administrative Guide at https://adminguide.stanford.edu/ and Global Business Services at https://globalops.stanford.edu/. You are also expected to comply with [***insert name of country/State (as applicable)***] laws.

Finally, you agree to notify your faculty mentor, in writing, within three calendar days of any changes to the country from which you will be temporarily telecommuting, along with the effective date(s) and duration of such change. You understand that Stanford will rely on this information to determine its compliance with any local laws and ordinances during your temporary telecommute.

Postdoctoral Scholar Signature:

Faculty Name:

Faculty Signature:

Date:

PLEASE FORWARD TO YOUR DEPARTMENTAL ADMINISTRATOR

1. By policy, a Stanford postdoctoral scholar is a non-matriculated trainee, in graduate student status, in residence at Stanford University pursuing advanced studies beyond the doctoral level in preparation for an independent career. [↑](#footnote-ref-1)