DEPARTMENT OF THE ARMY
Corps of Engineers, Northwestern Division
P. O. Box 2870
Portland, Oregon 97208-2870

CENWD-HR
Memorandum
No. 690-1-3 1 October 2002

Civilian Personnel
TELEWORK PROGRAM

History. This is a new memorandum.

Summary. This memorandum covers the policy and procedures for implementing the Telework Program within Headquarters, Northwestern Division (HQNWD).

1 PURPOSE. This memorandum explains the provisions of the Federal Telework Program.

2. APPLICABILITY. This memorandum is applicable to all employees of the Headquarters, Northwestern Division (HQNWD). Bargaining unit employees are subject to the provisions of the appropriate negotiated labor agreement. If provisions of the labor agreement conflict with this memorandum in any area, the labor agreement will govern.

3. REFERENCES.

a. Required.

(1) AR 25-1, (The Army Information Resources Management Program). Cited in paragraph 14a and App A, paragraph 17.

(2) AR 380-19, (Information Systems Security). Cited in paragraph 14a and App A, paragraph 17.

(3) AR 735-5, (Policy and Procedures for Property Accountability. Cited in paragraph 14b.

(4) ER 700-1-1, (USACE Supply Policies and Procedures). Cited in paragraph 14b.

b. Related.

(1) Department of Defense Telework Policy. http://www.telework.gov/dodpolicy.htm

(2) Department of Defense Telework Guide. http://www.telework.gov/dodguide.htm

(3) USACE Commander's Policy Memorandum #9, Subject: Quality of Worklife Flexibility, 24 Jan 02.

(4) Chief of Staff Telework Memorandum. http://www.amc.army.mil/amc/pe/pdf/telework042002.pdf

(5) Section 359 of Public Law 106-346

4. DEFINITIONS.

a. Ad hoc Telework. Approved telework performed on an occasional, one-time, or irregular basis. (Telework of less than one day per pay period is considered ad hoc.)

b. Approving Official. The Chief of Staff, Director of Civil Works & Management, or Director of Military & Technical.

c. Regular and recurring telework. An approved work schedule where eligible employees regularly work at least one day per biweekly pay period, but not more than three days per week, at an alternative worksite.

d. Telework. Flexibility in the work location. This is a management tool that provides employees with the opportunity to perform work at alternative work sites.

e. Telework agreement. A written agreement, completed and signed by an employee, their immediate supervisor, and the approving official, that outlines the terms and conditions of the telework arrangement. Required for either type of telework.

5. POLICY.

a. The approving official is responsible for determining which positions are eligible for Telework. The supervisor is responsible for examining both the content of the work and the performance of the employee. These determinations are based on a balanced review of the needs of the organization, and an individual employee's ability to work independently. The employee's supervisor will determine when the employee will be required to perform work at the employee's regular government furnished office location in order to improve communication, minimize isolation and use facilities not available offsite.

b. Employees on Telework will work at home or at other agency-approved sites away from the office. The program's objective is to allow employees to work at alternative locations on a regularly scheduled basis or ad hoc when approved. Employees occupying eligible Telework positions may be approved to work at home on a continuing or intermittent basis.

c. The Telework Agreement will be made for a period of up to one year. The agreement can be reviewed for modification, termination or renewal at anytime at the request of either the employee or supervisor, but shall be reviewed semi-annually in conjunction with the TAPES performance review and can be modified, terminated or extended based on the semi-annual review.

d. The work schedule must be consistent with the requirements of an employee's work group. Time and attendance must be properly monitored and reported to ensure that Telework employees are paid for work performed and that absences from scheduled tours of duty are properly documented.

e. During offsite hours, the employee must perform work at an approved site. Absences from the remote site (e.g., visits on official business to attend meetings, use of leave) must be coordinated with the supervisor at the earliest time practicable.

f. Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closings remain unchanged. The ability to conduct work (and the nature of any impediments), whether at home or at the office, determines when an employee may be excused from duty. For example, if the employee is working at home or other approved location and the main office closes, normally the flexiplace employee will continue working at home. However, if the employee's electricity fails while working at home or other approved location, the supervisor may grant administrative leave. When an employee knows in advance of a situation that would preclude working at home or other approved location, either time in the office or leave will be scheduled.

g. Labor Management Relations. Federal employee unions have a right to negotiate on the impact and implementation of programs that affect the conditions of employment of bargaining unit employees. This right extends to the Telework program.

h. Tax Benefits. Generally, an employee who uses a portion of their home does not qualify for any Federal tax deductions. However, employees should consult a tax advisor or the Inernal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

6. NATURE OF THE WORK.

a. Work suitable for Telework depends on job content, rather than job title, type of appointment, or work schedule. For example, Telework is feasible for work that requires thinking and writing--data analysis, reviewing grants or cases, writing decisions or reports; for telephone-intensive tasks--setting up a conference, obtaining information, following up on participants in a study; and for computer-oriented tasks--programming, data entry, word processing.

b. Work may not be suitable for Telework if the employee needs to have extensive face-to-face contact with the supervisor, other employees, clients, or the general public; if the employee needs frequent access to material which cannot be moved from the regular office; if the directorate cannot provide any special facilities or equipment that are necessary; or if it would be too costly for the directorate to duplicate the same level of security at the alternative workplace.

7. PARTICIPATION IN THE PROGRAM.

a. Telework is a management option rather than an employee benefit. Management will determine on an annual basis the positions in their organization that are eligible for participation in the program and provide this list to CENWD-HR office at the beginning of each fiscal year. Participation in this program is entirely voluntary; management may not require an employee to participate. The supervisor or employee may terminate participation at any time with five (5) working days advance written notification to the other. Upon termination, supervisors and employees are obligated to make arrangements for the employee to work at the official duty station as quickly as possible, but no later than ten (10) working days after receipt of notification of termination. Overtime or credit hours will not be worked at the alternate work site without supervisory approval. Noncompliance may be a basis for termination of the telework agreement. HQNWD will follow any applicable administrative or negotiated grievance procedures.

b. The overall mission of the office must take precedence over an employee working offsite. Offsite work will be approved only when it will not adversely affect the performance of other employees, and will not put a burden on staff remaining in the office. Management is responsible to distribute workload equitably and to ensure that employees who work onsite do not have to handle work that would normally be assigned to employees who work offsite.

c. A written agreement must be signed by the employee, the immediate supervisor, and the approving official. The supervisor and the employee will each keep a copy of the signed agreement for reference. A copy of the agreement will also be forwarded to CENWD-HR for statistical reporting requirements.

d. A work plan must be prepared and include details sufficient to assure a clear understanding of expectations and task objectives. Performance expectations will be written and documented on DA Forms 7222-1 and 7223-1, and included as part of the Telework Agreement.

e. All equipment assigned to a Telework participant for offsite work assignments will be sub-hand receipted. Transportation of computers, printers, modems, and other equipment to and from the offsite location is the responsibility of the employee. The employee must notify the supervisor immediately of a malfunction to Corps owned equipment. Employees are responsible for repair and maintenance of personally owned equipment.

8. MANAGEMENT RESPONSIBILITIES. The supervisor will take the necessary steps to ensure the work arrangement is successful and be comfortable managing by results.

a. Management will annually determine which positions in their organization will be eligible to participate in the Telework program and provide a list of positions to CENWD-HR at the beginning of each fiscal year. Management will consider the following criteria in determining which positions will be eligible for Telework.

(1) Knowledge requirements. Does the job require input from others that is only available at the office?

(2) Contact requirements. Can contact be adjusted to allow for telephone communications or can such contact be conducted at the office during onsite workdays?

(3) Reference materials. Are resources available through computer access or available for temporary use offsite?

(4) Special equipment requirements. Can the job be performed without ready access to photocopiers, facsimile machines, or other specialized equipment?

(5) Security requirements. Can tasks be performed at home that do not violate security procedures?

b. Ensure immediate supervisor of Telework employee performs a review and analysis of Telework benefit to the organization at the beginning of each fiscal year. Documentation of your review process must be maintained for statistical reporting requirements. The following are provided as measurement examples for this annual review.

(1) Balancing the needs of the employee and the organization, the telework arrangement is, or will be, cost neutral to management.

(2) Telework results, or is likely to result, in increased productivity.

(3) Telework has increased, or is likely to increase, employee morale.

(4) Telework has reduced commuting mileage.

c. Monitor employee work performance. Employee must have and maintain at least a Level 3 performance rating. The current performance plan must contain standards covering work completed at the office as well as work completed offsite. Performance standards will be based on a results-oriented approach and will describe the quantity and quality of expected work products and method of evaluation.

d. The supervisor must initiate an investigation of any accident or injury occurring at the employee's authorized Telework location.

9. EMPLOYEE RESPONSIBILITIES. The experience and abilities of an employee occupying an identified position are important. Employees occupying positions that have been determined eligible for the Telework Program, must have and maintain a Level 3 performance rating, be highly disciplined, and be conscientious self-starters who need minimal supervision. The employee understands that a decline in performance may be grounds for terminating the Telework arrangement.

a. It is the responsibility of the employee to ensure that a proper work environment is maintained and personal/family responsibilities do not interfere with the scheduled work time or accomplishment of assigned work.

b. Dependent care arrangements will be made so as not to interfere with work.

c. Personal disruptions such as nonbusiness telephone calls and visitors will be kept to a minimum.

d. Any accident or injury occurring at the employees authorized Telework location must be brought to the immediate attention of the supervisor. The employee will give permission to the Corps for reasonable access to inspect the alternate works site for reporting purposes on the accident or injury.

10. ORIENTATION AND TRAINING. Telework requires a new approach that is very different from traditional methods. To ensure supervisors and employees fully understand policies and guidelines before Telework begins, both the supervisor and employee will complete training on Telework. This training may be done by video presentation. The video may be obtained from the Human Resource Directorate.

11. WORK SCHEDULE. The supervisor and employee will set a work schedule prior to the employee working offsite.

a. The work schedule must be consistent with the requirements of the employee's work group. While TDY or attending training, the work schedule and location of work will conform with that of the work group of training requirements.

b. A supervisor may require an employee to be onsite on a scheduled offsite day with as much notice as possible.

c. During offsite hours, the employee must perform work at the approved site. Absences from the offsite location (e.g., visits on official business to attend meetings) must be coordinated with the supervisor at the earliest time practicable.

d. Employee's timekeeper will have a copy of the employee's Telework schedule. Time and attendance will be recorded, and certified by the supervisor, as performing official duties at the official duty station.

e. Employees must follow established office procedures in obtaining supervisory approval for accrual and use of leave, credit time and overtime. If employee does not follow established office procedures for approval, this may result in termination of the Telework agreement and/or other appropriate action.

12. DUTY STATION. The official duty station for purposes of the Telework program is the assigned traditional office. All pay, special salary rates, leave, and travel entitlements are based on the official duty station. Telework work sites must include the following:

a. Home-based. A space specifically set aside to function as an office or workstation within an employee's residence, or

b. Satellite facility or telecommuting center. An office located near the employee's home that is specifically designed to be leased at a reduced rate and serve as an alternate office.

13. COST RESPONSIBILITY.

a. Expenses which may be incurred and paid by the directorate may include: telephone installation and service in a private residence (only under limited circumstances and approved by the approving official), long-distance charges, telephone usage charges, computer, facsimile machine, computer software, modem and additional computer usage charges, modifications of computer, equipment maintenance and repair of Corps-owned equipment, remote technical assistance, and replacement of damaged or lost Corps-owned equipment (after a Report of Survey has been submitted to determine the cause for lost or damaged property.) Employee will work at the official duty station until equipment is repaired or replaced.

b. Expenses, which may not be paid by the directorate, may include: home utilities (heating, electricity, water), renovation of space and additional electrical outlets.

c. Telework costs will be paid by the approving directorate.

14. WORK EQUIPMENT.

a. Use of equipment and software. The supervisor may elect to place Corps-owned

equipment offsite as necessary. All equipment and software will be listed in the Memorandum of Agreement between IM and the employee, see Appendix E. The IM directorate continues to assume the responsibility for maintenance, repair, and replacement of such equipment. Should an employee elect to use their own equipment, they are responsible for service and maintenance. The use of offsite computers to perform Corps work must comply with all provisions of AR 380-19, Information Systems Security and AR 25-1, The Army Information Resources Management Program.

b. Hand receipt controls. Property transfer is the joint responsibility of the employee and supervisor. All government property must be sub-hand receipted. Detailed guidance for preparing hand receipts is contained in AR 735-5, Policies and Procedures for Property Accountability, and ER 700-1-1, USACE Supply Policies and Procedures.

c. Transportation of computers, printers, modems and other equipment to and from the offsite location is the responsibility of the employee.

d. The employee must notify the supervisor immediately of a malfunction to Corps-owned equipment. Employees are responsible for repair and maintenance of personally owned equipment.

15. CLASSIFIED/SENSITIVE INFORMATION HANDLING. In no case will documents which contain classified information be processed, or be authorized to be processed, at other than U.S. Government or approved U.S. Government contractor locations. Other information which is specifically protected from public disclosure by statute (such as data subject to the Privacy Act of 1974), or which has been determined to be exempt from mandatory disclosure under the provisions of the Freedom of Information Act will be safeguarded according to regulations established for that information.

16. SAFETY. Employees are responsible for keeping the designated work area and all other areas of the residence with which they come into contact during official duty hours free from all hazards, and will exercise reasonable due care and prudence in carrying out official duties in these areas. Employees will self certify that the worksite is safe.

17. WORKERS COMPENSATION. Telework employees are covered by the Federal Compensation Act (FECA) and may qualify for payment for on-the-job injury or occupational illness. The employee bears responsibility for informing their immediate supervisor of an injury at the earliest time possible.

FOR THE COMMANDER:

CLIFTON P. JACKSON, JR.
Executive Assistant

5 Appendices
App A - Agreement
App B - Safety Checklist
App C - Employee Self-Assessment
App D - IT Equipment & Security Issues
App E - MOA - Employee/Mgmt/IM

DISTRIBUTION:
All Employees

APPENDIX A

TELEWORK AGREEMENT

The following constitutes an agreement on the terms and conditions between:

Employee Name: _____

Approving Official: _____

Supervisor: _____

1. Voluntary Participation. Employee voluntarily agrees to participate in the program and to follow all applicable policies and procedures. Employee recognizes that the Telework arrangement is not an employee benefit but an additional method that has been approved to accomplish work. To be eligible for participation, the employee's most recent performance rating of record must be "Successful Level 3" or higher.

2. Duration of Agreement. Participation in the Telework program is for a period not to exceed one year beginning on _____ and ending _____, unless terminated early. This agreement may be extended for periods of one year or less, if agreeable to the directorate and the employee.

3. Salary and Benefits. All agree that this arrangement is not a basis for changing the employee's salary or benefits.

4. Duty Station and Alternative Workplace. All agree that the employee's official duty station is: Portland, Oregon **OR** Omaha, Nebraska, and the employee's approved
(Circle Only One)

alternative workplace is: _____
(Address, City and State)

All pay, leave and travel entitlements are based on the official duty station.

5. Mileage Savings. The employee estimates that the Telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week.

6. Work Schedule. All agree the employee's official tour of duty will be (specify days and hours for each location):

Official Duty Station :_____
_____
Alternative Workplace:_____
_____

7. Official Duties. Unless otherwise instructed, employee agrees to perform official duties only at the official duty station or approved Telework location. Employee agrees to limit personal business while in official duty status at the alternative workplace. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment, and to ensure compliance with the terms of this telework agreement.

8. Time and Attendance. Employee's timekeeper will have a copy of the employee's Telework schedule and will record the employee's time and attendance as performing official duties at the official duty station

9. Leave. Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

10. Credit Hours. Employee agrees to work credit hours under this telework agreement only when approved by the supervisor in advance.

11. Overtime. Employee agrees to work overtime only when ordered and approved by the supervisor in advance.

12. Equipment/Supplies. Employee agrees to protect any Corps-owned equipment and to use the equipment only for official purposes. The Corps agrees to install, service and maintain any Government-owned equipment issued to the employee for the purpose of this agreement. The employee agrees to install, service and maintain any personal equipment that is used in compliance with Appendix E, MOA between employee and IM. The Corps agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls in accordance with Corps established processes for reimbursement.

13. Liability. The agency will not be liable for damages to an employee's personal or real property during the course of performance of official duties at the alternative worksite, except to the extent the agency is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees' Claim Act.

14. Alternative Workplace Costs. The directorate will not be responsible for any operating costs, or any other incidental costs (e.g., home maintenance, insurance, or utilities) whatsoever, associated with the use of the employee's residence. By participating in the Telework program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and implementing regulations.

15. Work Area. The employee agrees to provide an exclusive work area adequate for performance of official duties.

16. Worksite Safety. The employee agrees to maintain a safe work environment.

17. Liability Compensation. Employee understands he or she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative duty station. The employee agrees to notify the supervisor immediately of any accident or injury that occurs, to complete any required forms and permit access to the home worksite by agency representatives as required, during normal work hours for the purposes of accident or injury investigation. The supervisor agrees to investigate such a report immediately.

18. Security. The agency and the employee agree to follow security provisions contained in AR 25-1 and AR 380-19.

19. Work Assignments/Performance. Employee will meet with the supervisor at the official duty station to receive assignments and to review completed work as necessary or appropriate. Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor. The employee's current performance plan must include performance objectives/responsibilities covering work completed at the official duty station as well as work completed at the employee's alternative worksite and must be documented on DA Forms 7222-1 and 7223-1. The employee agrees to provide regular reports if required by the supervisor to help judge performance. In the event of an accident or injury at the employee's authorized Telework location, the employee agrees to immediately notify the supervisor and to permit reasonable access to investigate the accident or injury and to cooperate in the supervisor's investigation.

20. Disclosure. Employee will apply approved safeguards to protect Government/Corps records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974, 5 USC 552a.

21. Termination. The agency agrees to let the employee resume his or her regular schedule at the traditional office with five (5) working days advance written notification to the supervisor. Employee understands that the directorate may cancel the Telework arrangement and instruct the employee to resume working at the official duty station as quickly as possible, but not later than ten (10) working days. The directorate will follow any applicable administrative or negotiated grievance procedures.

22. Standards of Conduct. Employee agrees they are bound by Corps standards of conduct while working at the alternative worksite.

23. Other Action. Nothing in this agreement precludes the Corps from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

24. Training. Employee and supervisor have completed training as prescribed in NWDOM 690-1-3.

Employee's Signature and Date _____

Supervisor's Signature and Date _____

Approving Official Signature and Date _____

APPENDIX B
SAFETY CHECKLIST

SAFETY CHECKLIST TELEWORK PROGRAM	
The following checklist is designed to assess the overall safety of the home worksite. If you are not able to answer yes to all questions, your request for telework will not be approved. Complete the checklist, sign and date it, and return it to your supervisor (retain a copy for your own records).	
1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?	Yes [ ] No [ ]
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)?	Yes [ ] No [ ]
3. Will the electrical systems permit the grounding of electrical equipment (a three-prong receptacle)?	Yes [ ] No [ ]
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	Yes [ ] No [ ]
5. Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways?	Yes [ ] No [ ]
6. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?	Yes [ ] No [ ]
Employee's Signature _____ Date_____	

APPENDIX C
EMPLOYEE SELF-ASSESSMENT

EMPLOYEE SELF ASSESSMENT TELEWORK PROGRAM	
The following checklist is designed to help employees determine whether they and their job may be beneficial to the organization for telework. A yes answer to each question is not required for participation in the telework program. Answer each of the following:	
1. Do I have job duties that entail mainly thinking and writing or data analysis that could be performed away from the traditional office environment?	Yes [ ] No [ ]
2. Do I have duties that involve telephone intensive tasks or computer oriented tasks that could be performed outside the office without increased costs to the organization?	Yes [ ] No [ ]
3. Do I have an area at home that would be conducive to working without family interruptions?	Yes [ ] No [ ]
4. Am I a self-starter and have a relationship with my supervisor that demonstrates this trust?	Yes [ ] No [ ]
5. Am I a permanent employee who has completed all training and probationary period?	Yes [ ] No [ ]
6. Do I have a Level 3 or higher performance rating of record?	Yes [ ] No [ ]
FOR RETENTION BY EMPLOYEE ONLY	

APPENDIX D

INFORMATION TECHNOLOGY EQUIPMENT AND SECURITY ISSUES

1. Government owned property, including computers and other telecommunications equipment, may be removed from NWD activities, if authorized by the supervisor, and used by employees in their private residence provided the equipment is used only for official business. The government will configure and test the equipment, and will retain ownership and control of hardware, software, and data. Only qualified IM technicians will install software on government owned computer equipment. Employees will be required to sign a sub-hand receipt for government-owned property, in the MOA, see Appendix E. In accordance with Army regulations, registers must be maintained showing the person responsible for the property and the location of the property.

2. For government-owned equipment, the government is responsible for maintenance, repair, or replacement of such equipment. The employee must notify his/her supervisor immediately following a malfunction of government-owned equipment. The government will support the operability of the computer hardware and software, and provide telephonic support of hardware and software through IM support methods. In instances of hardware or software problems not being able to be fixed telephonically, the employee will transport the equipment to the office site for more extensive troubleshooting and repair or replacement. In this event, the employee will be required to report to the official duty station until offsite equipment is usable.

3. Employee-owned equipment will not be used for official government business under this policy, except for access to official e-mail and will be done only through one of the following:

   a. Dial up by modem, i.e., as done when TDY.

   b. Outlook web access - i.e., https://outlook.nwp.usace.army.mil/exchange.

4. <u>Computer security issues</u>: Only hardware/software configurations meeting NWD hardware/software standards will be installed. Use of employee-owned software to perform official business must be authorized by the approving official, after a technical review by IM software specialists. In accordance with Army regulations, a register must be maintained showing the software, owner name, and location of the software. Government owned and approved computer anti-virus software will be used on all government furnished computer equipment used for official business in private residences.

5. <u>Secure instant messaging</u>: Secure instant messaging through Army Knowledge Online (AKO) may be used to provide the ability for the employee and supervisor to maintain real-time electronic communications throughout the business day.

6. Privacy Act, Sensitive or Classified Data Issues: Decisions regarding the proper use and handling of sensitive data, as well as records subject to the Privacy Act, are delegated to individual supervisors who permit employees to work at home. Off-site access to sensitive data may be permitted provided Information Assurance security officials certify the adequacy of security for such access. Under no circumstances will classified data be removed from the official work site to off-site locations.

7. Care must be taken to ensure that records subject to the Privacy Act and sensitive non-classified data are not disclosed to anyone except to those who are authorized access to such information in order to perform their duties. Offices allowing employees to access records subject to the Privacy Act from a remote work site must maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records.

8. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employee's Claim Act. Employees entrusted with government property are responsible for its proper and official use, care, custody, and safekeeping.

9. All applicable DOD, Army, and Corps of Engineers regulations pertaining to Property Accountability, Information Assurance, and Computer Security will be adhered to under the work at home program.

10. Acquisition of CAC and CEFMS card readers for Telework must be approved by Information Management Directorate and not used on personal computers.

APPENDIX E

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY CORPS OF ENGINEERS,
NORTWESTERN DIVISION OFFICE**

**_____
DIRECTORATE OF INFORMATION MANAGEMENT,
INFORMATION ASSURANCE SECURITY OFFICER**

**AND _____
EMPLOYEE**

SUBJECT: Memorandum of Agreement (MOA) for Government Owned Computer Equipment on Loan to Employees

1. Purpose: This MOA defines the responsibilities and commitments of HQNWD management through the Directorate of Information Management, Information Assurance Security Officer and the Employee _____ when government owned computer equipment (hardware and software) is loaned to the Employee for the performance of official duties away from the official duty station. The computer equipment may be used either at the Employee's residence or at his/her temporary duty station. Government owned computer equipment on loan to Employees is considered to be a corporate asset, and is subject to the standards and policies for corporate workstations.

2. References:

a. AR 25-1, Army Information Management.

b. AR 380-19, Information Systems Security.

c. AR 735-5, Policies and Procedures for Property Accountability.

d. NWDOM 690-1-3, Northwestern Division Telework Program.

e. Section 359 of Public Law 106-346.

3. In accordance with references in paragraph 2 and local security guidelines, the following conditions of government owned computer equipment loan either at the Employee's residence or TDY site, will be met.

a. This government owned computer equipment (hardware and software) will be used only for official government business. All work processed on this computer equipment becomes the property of the U.S. Government. Employee agrees to adhere to the usage prohibitions outlined in AR 25-1, Section 6-1.d (7).

b. A completed Interim Hand Receipt, ENG Form 4866, Aug 89, is attached.

c. Employee agrees that only non-classified non-sensitive information will be processed on this computer equipment. However, if processing of unclassified sensitive information is required, formal accreditation of this computer equipment, IAW AR 380-19, will be required and shall be completed and approved prior to loan of this computer equipment. This MOA will be completed and attached to the accreditation document for approval by the Designated Accreditation Authority (DAA). **Under no circumstances will classified information be processed on this computer equipment.**

d. Employee agrees that only government purchased/leased and legally licensed software will be installed and used on this computer equipment. Employee owned software or shareware will not be installed on this computer equipment, except as authorized and approved by IM in accordance with AR 25-1, Army Information Management, AR 380-19, Information Systems Security, AR 735-5, Policies and Procedures for Property Accountability, and NWDOM 690-1-3. This computer equipment will not be used to copy Employee owned software.

e. Remote access to government or commercial sites will be limited to authorized sites for official government business only. Employee agrees to limit the access/transmission of data to non-classified, non-sensitive information only. Employee agrees that commercial Internet Service Provider (ISP) software or services will not be used on this computer equipment. Waiver requests will be submitted in accordance with AR 25-1, Army Information Management, AR 380-19, Information Systems Security, AR 735-5, Policies and Procedures for Property Accountability, and NWDOM 690-1-3.

f. To ensure virus protection for both the accessed system (s) and this computer equipment, Employee agrees to use the government authorized virus detection software installed on this computer equipment to check any data to be processed, copied, downloaded, or uploaded. Employee will not disable or bypass the virus scan/clean programs on this computer equipment.

g. Employee agrees to ensure that this computer equipment in located in a safe and hazard free environment, IAW with the Telework program. Employee agrees to ensure that proper airflow is maintained around the computer equipment to prevent overheating. Employee agrees to power off the computer equipment during periods of electrical storm activity and when not in use for extended periods of time.

h. Employee agrees not to share password(s).

i. Employee agrees to abide by the provisions of the references in paragraph 2.

4. Equipment description (barcode, nomenclature, manufacturer, serial number, and peripheral devices) is listed on ENG Form 4866, Aug 89.

5. Software installed/used on this computer equipment is:

_____

_____

6. Estimated date of return of computer equipment:
_____.

7. By signature below, Employee certifies that he/she will fully comply with the conditions of this MOA, and that use of this computer equipment for the performance of official duties is necessary and will benefit the government.

_____	_____
Employee Signature & Office Symbol	NWD, Information Management
_____	_____
(date)	(date)

Encl:
ENG Form 4866