

CHECKLIST

The Remote Work *Contract Checklist*

Thirty clauses that decide whether a remote or cross-border job is the job you were offered. What to check, the question to ask, and the wording to ask for.

WHAT'S INSIDE

- Where you may work from
- Employment type and who pays what
- Currency and pay mechanics
- Hours, overlap and availability
- Equipment, expenses and workspace
- Intellectual property, confidentiality and side work
- Termination, notice and disputes

Read the contract for the clauses that only matter because you are far away

A remote or cross-border contract is an ordinary employment or contractor agreement with a handful of clauses that carry far more weight than usual: where you may be, which currency, whose holidays, who ships the laptop back, and what happens to a visa when the job ends. Most of these are boilerplate written for someone in the office, and the boilerplate is where the surprises are.

Work through the thirty checks below with the contract in front of you. Tick what is covered, note what is missing, and ask for the missing ones in writing before signing. Employers who hire across borders expect these questions; the good ones have the answers already.

NOT LEGAL ADVICE

This is a checklist of things to look for, not an opinion on any clause. For a contract in a country whose law you do not know, an hour with a local employment lawyer costs less than any single one of these going wrong.

01

Where you may work from

✓	CHECK	ASK	ASK FOR
☐	A named country (or list) you must live in, or an explicit "anywhere"	<i>"What happens if I move? Is this a preference or a payroll constraint?"</i>	A clause that names the countries and a process for changing them.
☐	Whether temporary travel is permitted, and for how long	<i>"Can I work from another country for four weeks? Do I need to tell you?"</i>	"May work temporarily from other countries for up to [n] days per year with notice."
☐	Who is responsible if working from a country creates tax or permit obligations	<i>"If I am in country X for three months, who carries the risk?"</i>	Clarity, at least. Most contracts put it on you; know that.
☐	Data and security restrictions on location	<i>"Are there countries I cannot work from for data reasons?"</i>	A list, if one exists.

NOTES ON THIS CONTRACT

02

Employment type and who pays what

✓	CHECK	ASK	ASK FOR
☐	Employee, contractor, or employed via an employer of record; the legal employer is named	<i>"Who is my legal employer, and in which country?"</i>	The entity name and jurisdiction on the first page.
☐	Employer contributions (pension, social insurance) stated, or explicitly absent	<i>"Do you pay employer contributions on top of this figure?"</i>	A line saying what is paid on top.
☐	Paid leave, public holidays (whose), sick pay	<i>"Which country's public holidays apply, and how many days' leave?"</i>	Numbers, and the holiday calendar named.
☐	Health cover or a stipend to buy it	<i>"Is there health cover, and does it work in my country?"</i>	Cover that applies where you live, or a stipend amount.
☐	For contractors: the rate reflects the missing contributions and leave	<i>"Is this rate set against an employee salary, and how?"</i>	30–50% above the equivalent salary; the Global Salary Negotiation Guide has the arithmetic.

NOTES ON THIS CONTRACT

03

Currency and pay mechanics

✓	CHECK	ASK	ASK FOR
☐	The currency the pay is stated in, and the currency it is paid in	<i>"Paid in USD to a USD account, or converted?"</i>	Both named; conversion at a stated rate or your choice.
☐	Who pays transfer and platform fees	<i>"Are transfer fees deducted from my pay?"</i>	"Employer bears all transfer costs."
☐	Pay date, and what happens when it falls on a holiday in either country	<i>"When exactly is pay day, and what if the banks are closed?"</i>	A date and a rule.
☐	Exchange-rate review, if paid in a foreign currency	<i>"Is the salary reviewed if the exchange rate moves?"</i>	An annual review clause, or a floor.
☐	Bonus, commission and equity: how calculated, when paid, what happens on leaving	<i>"What do I forfeit if I leave in month eleven?"</i>	Written formulas and vesting terms.

NOTES ON THIS CONTRACT

04

Hours, overlap and availability

✓	CHECK	ASK	ASK FOR
☐	Hours per week, and the overlap or core hours in a named timezone	<i>"Which hours, in which zone, and is that fixed?"</i>	A number of hours and a zone; daylight-saving handling if it matters.
☐	Whether hours change when the team's clocks change	<i>"When your side goes to summer time, do my hours move?"</i>	A rule; most contracts are silent.
☐	On-call, evenings, weekends: whether expected and how compensated	<i>"Is there any expectation of availability outside the stated hours?"</i>	Explicit expectations and pay or time off in lieu.
☐	Travel to HQ or retreats: frequency, who pays, whether it counts as working time	<i>"How often, where, and is travel time paid?"</i>	A number per year and "all expenses paid".

NOTES ON THIS CONTRACT

05

Equipment, expenses and workspace

✓	CHECK	ASK	ASK FOR
☐	Laptop and equipment: provided, stipend, or your own; who owns it; who ships it back	<i>"Who pays to return the laptop from my country when I leave?"</i>	"Employer provides and pays all shipping both ways."
☐	Internet, phone, coworking, home-office allowance	<i>"Is there a workspace allowance?"</i>	An amount per month or year.
☐	Expense policy for a person abroad (what is claimable, in what currency)	<i>"How do I claim expenses in my currency?"</i>	A policy that mentions foreign currency.

NOTES ON THIS CONTRACT

06 Intellectual property, confidentiality and side work

✓	CHECK	ASK	ASK FOR
☐	IP assignment limited to work done for the employer, not everything you make	<i>"Does this cover things I build on my own time, unrelated to the job?"</i>	A carve-out for personal projects and prior work, listed in a schedule.
☐	Confidentiality that is reasonable in scope and time	<i>"How long after I leave does this apply?"</i>	A defined period; no lifetime gag on general skills.
☐	Non-compete and non-solicit: scope, duration, geography, and whether enforceable where you live	<i>"Where would this be enforced, and is it enforceable there?"</i>	Narrow, short, or absent; many countries will not enforce them anyway.
☐	Side work and other clients (essential for contractors and stacks)	<i>"May I take other work, and do I need to disclose it?"</i>	"May undertake other work provided it does not conflict."

NOTES ON THIS CONTRACT

07

Termination, notice and disputes

✓	CHECK	ASK	ASK FOR
☐	Notice period, both directions	<i>"How much notice do you give me, and I you?"</i>	Symmetry, or at least local statutory minimum.
☐	Probation length and what changes after it	<i>"What is different after probation?"</i>	Shorter notice during, longer after; stated.
☐	Governing law and where disputes are heard	<i>"If we disagree, whose courts?"</i>	Ideally your country, or at least one you could reach.
☐	Repayment clauses: relocation, training, equipment, signing bonus	<i>"What do I owe if I leave in the first year?"</i>	Pro-rated, capped, and void if the employer terminates.
☐	What happens to the visa if the job ends (sponsored roles)	<i>"How long do I have to leave or find a new sponsor?"</i>	Written acknowledgement of the grace period, and support in it.

NOTES ON THIS CONTRACT

Employer _____ Role _____

Legal employer and country _____ Type: ☐ employee ☐ EOR ☐ contractor _____

AREA	COVERED	MISSING / UNCLEAR	WHAT I WILL ASK FOR
Where you may work from	☐	☐	
Employment type and who pays what	☐	☐	
Currency and pay mechanics	☐	☐	
Hours, overlap and availability	☐	☐	
Equipment, expenses and workspace	☐	☐	
Intellectual property, confidentiality and side work	☐	☐	
Termination, notice and disputes	☐	☐	

DEAL-BREAKERS (THE CLAUSES I WILL NOT SIGN WITHOUT)

Sent questions on (date) _____ Answers due by _____

ASK IN ONE MESSAGE

Put all the questions in a single, numbered email to the recruiter or HR contact, and ask for written answers or an amended contract. One thorough message reads as diligence; a trickle of questions over a week reads as doubt.

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