

AGREEMENT MEDICAL PRACTITIONER & LOCUM TENENS

Dr. _____ (full name)

(hereinafter referred to as "The Doctor")

of

_____ (practice address)

(hereinafter referred to as "The Practice")

and

Dr. _____ (full name)

(hereinafter referred to as "The Locum")

of

_____ (practice or other address)

1. I, the undersigned, _____ a registered *medical practitioner/ specialist (registration number _____) am registered in the following profession _____ (GP, Specialist- ...)
2. I undertake to work at the practice as from _____ and including _____.
3. I will be practising full time at the practice daily between _____ and _____ weekends between _____ and _____ and thereafter on call.
4. *I understand that I will work as an employee of the doctor and will not render the doctor, his partners/ associates or the practice liable for any of my actions whatsoever, arising from my involvement with the practice.

OR

I understand that I will work as an independent contractor, and as such will pay the doctor the amount of R_____being the rental for premises and the use of equipment, for the time I work as a locum in the practice.

5. I am a member of the Medical Protection Society holding full cover for private work and confirm that I will be held individually liable for any legal claims emanating from my actions as a locum during the said period.
6. *I will receive as remuneration the amount of R _____ payable monthly/ weekly/ daily until termination of the contract. I understand that with tax (PAYE) deduction, the final amount will be R _____ and this will be the full and final settlement of remuneration under this contract.

OR

The amount of R _____ will be payable to me by the doctor for professional services rendered by me, and being an independent contractor, I undertake to pay income tax as necessary.

7. I undertake not to practise medicine within a radius of _____ km of the practice for _____ months/years after termination of the contract, except in the capacity of a locum tenens for another practice.
8. I shall do no remunerative work outside the practice while this contract is in existence unless the doctor/s has/have consented in writing thereto.
9. I undertake not to disclose any information regarding the patients or the practice.
10. Furthermore, I undertake to leave the consulting rooms and accommodation, if provided, in the same condition in which I found it at the beginning of my term as locum tenens.
11. I have disclosed to the practice all material information regarding my registration as a medical professional, my competence and field of practice, including any impairment as provided in section 51 of the Health Professionals Act of 1974.
12. Should this agreement be cancelled by either of the parties, not within a reasonable period of time, the defaulting party can be held liable by the other party for the payment of an amount of R500,00.

I choose as my *domicilium citandi et executandi* the abovementioned address.

This duly signed at _____ on the ____ day of _____ 20 ____

DOCTOR

LOCUM TENENS

As Witnesses:

1 _____

2 _____

*Delete where applicable.