

MEDICAL PRACTITIONERS ACTING AS PROFESSIONAL ASSISTANT

MEMORANDUM OF AGREEMENT

CONTRACT OF EMPLOYMENT

Made and entered into between:

(name of medical practitioner/specialist)

of (address)

hereinafter called the Employer

and

(name of professional assistant)

of (address)

hereinafter called the Employee

Whereas the Employer is at present carrying on a practice as general practitioner (or specialist) at (address)

And whereas the Employee has agreed to act as professional assistant to the Employer,

Now therefore the Parties agree as follows:

The Employee warrants that s/he is a registered medical practitioner/specialist (registration number _____) and undertakes to submit proof thereof should he be required by the Employer to do so.

1. APPOINTMENT

1.1 The Employee, who hereby accepts the appointment is appointed as _____ for the Employer.

2. DURATION

2.1 This agreement commences on the _____ notwithstanding the date of signature hereof by both parties, and it continues for an indefinite period until it has been cancelled in terms hereof.

2.2 The Employee's appointment is subject to a 2 (two) month's probationary period during which period the Employer may terminate the services of the Employee for any fair reason and after a fair procedure has been followed and by giving a 1 (one) week written notice of termination of service to the Employee.

2.3 Should the Employee's service not be terminated during the probationary period, this agreement will as aforesaid continue for an indefinite period.

3. DUTIES OF PROFESSIONAL ASSISTANT

The Employee undertakes:

3.1 To commence duties on _____ (date) for a period of (____ months) / or for an indefinite period and shall during such period act as an employee of the Employer to the best of ability.

3.2 To be on duty during the following hours:

weekdays from (____) to (____)

Saturdays from (____) to (____)

Sundays from (____) to (____)

and to be on call at any reasonable time.

3.3 To devote his full time and attention to the practice and not to do any remunerative work outside the practice while this contract is in existence.

4. VICARIOUS LIABILITY

4.1 The Employee undertakes as an employee of the Employer not to render the Employer or his partner's or associates liable for any claims arising from the performance of his duties and to indemnify the Employer and his partners or associates in the practice against any such claims.

4.2 The Employee confirms that he is a member of the Medical Protection Society holding full indemnity cover for private work and that he will be held personally liable for any claims arising from the performance of his duties.

5. REMUNERATION

The Employer shall pay the Employee a salary of R _____ (_____ rand) per month/week/day provided that the Employer shall deduct all deductions as may be required by law.

6. CONSULTING ROOMS

The Employee shall have the use of the equipment and supplies of the practice and undertakes to maintain and leave the equipment and consulting rooms at the termination of this agreement in the same condition as at the beginning, fair wear and tear excluded.

7. MANAGEMENT OF PRACTICE

7.1 The Employer shall retain the general management of the affairs of the practice but may delegate such authority to the Employee as he may deem fit.

7.2 Whenever it is deemed in the interest of a patient the parties shall consult each other concerning the treatment to be administered to a patient.

8. LEAVE

8.1 Annual leave:

8.1.1 The Employee shall be entitled to 21 (twenty one) calendar days leave on full pay per 12 (twelve) month leave cycle at a time to be arranged between the parties bearing in mind the interests of the practice and the patients.

8.1.2 The said leave shall be granted by the Employer as from a date determined by him/her at any time during the 12 (twelve) months cycle but not later than 6 (six) months after the completion of a 12 (twelve) month's period.

8.1.3 Upon termination of the Employee's employment the Employer shall pay to the Employee his/her full remuneration in respect of any leave which accrued, but was not granted to him/her before the date of termination of the employment.

8.2 Sick leave:

8.2.1 The Employer shall grant to the Employee who is absent from work through incapacity sick leave to the amount of days that the Employee will normally work during a 6 (six) week cycle. Such sick leave on full pay will be granted during each period of 36 consecutive months for which the Employee is employed by him.

8.2.2 The Employer shall not be liable to pay to the Employee an amount in respect of any absence from work for a period covering more than two consecutive days, unless the Employee produces

a certificate signed by a medical practitioner stating the nature and duration of the Employee's incapacity.

8.3 Maternity leave:

8.3.1 The Employee (female Employee) is entitled to unpaid maternity leave for a maximum period of 4 (four) months. The Employee may not render services to the Employer 4 (four) weeks prior to the expected date of her confinement unless otherwise agreed or on a date from which a medical practitioner or midwife certifies that it is necessary for the Employee's health or that of the unborn child. The Employee may not work for 6 (six) weeks after the birth of her child unless a medical practitioner or midwife certifies that she is fit to do so.

9. CONFIDENTIALITY

The Employee shall not disclose any information regarding the patients or the practice either during the existence of this agreement or after termination thereof.

10. TERMINATION OF AGREEMENT

This agreement shall terminate

- 10.1 upon transpiry of the prescribed period, or
- 10.2 upon mutual written agreement between the parties or,
- 10.3 in the event of an indefinite period, upon 1 (one) months written notice by either party to the other, or
- 10.4 notwithstanding the above, the Employer shall be entitled to terminate this agreement summarily if the Employer is guilty of such a misconduct that may legally justify such summary dismissal.

11. RESTRAINT CLAUSE

The Employee shall not practice medicine within a radius of 5 (five) kilometres of the address of the practice for a period of 24 (twenty-four) months after termination of the agreement.

The Employee agrees that this restraint clause is reasonable and is inforceable in part or as in a whole. The Employee further agree that in the event that any litigation should result on the breach of this restraint clause, the Employee shall be liable for all legal cost, based on a own client and attorney cost scale incurred by the Employer.

12. THE WHOLE AGREEMENT

The terms of this agreement constitute the whole agreement between the parties and any variations or additions shall be of no force and effect unless done in writing.

13. NOT A PARTNERSHIP

Nothing in this agreement shall constitute, or be deemed to constitute, a partnership between the parties and the Employee shall not have authority or power to bind the practice or to contract in the name of he practice or to create any liability against the practice. The clause does not preclude the Employee from becoming a partner at a later stage if the parties so decide.

14. DOMICILIUM CITANDI ET EXECUTANDI

The parties hereto choose the following physical address for the service of all notices or legal process:

The Employer _____

The Employee _____

Signed at _____ on this _____ day of _____ 20 ____

Employer

Employee

As Witnesses :

