

Candidate Agreement

Please read the following agreement carefully and complete the registration page as truthful as possible. Please sign all pages and return completed document to Mouldmed Locums International Exchange. Please submit a copy of your ID/Passport, copies of registrations held and a copy of your CV in order to conclude this agreement.

1. Introduction

- i. **The Agency** means the locum agency whose name is reflected above;
- ii. **Client/practice** means the person, practice, hospital, institution or clinic requiring the service of the Agency;
- iii. **Candidate** means the person wishing to do locum work for the Agency at a medical institution;

It is the Agency's discretion and right to choose without explanation to which certain positions would be offered. Positions are offered to Candidates as they are offered to the Agency and the agency can not be held responsible for the availability of positions. The terms of this agreement will only take effect when the candidates indicates acceptance of a position.

The Candidate agrees that on his/her acceptance of a placement by the Agency, he/she will serve as a Candidate at the selected client for the specified dates and times and shall furthermore comply with any specific requests pertaining to the service to be provided at such a client, within ethical reason. During the said period, the Candidate shall attend diligently to the medical patients in the practice as expected by the industry standards and the client's expectations.

2. Attendance:

Once a Candidate has accepted a placement, whether it is verbally or in writing, and will not be able to render his/her locum service (for whatever reason), he/she is to advise the Agency at least 48 (Forty Eight) hours prior to the commencement of such placement in the case of positions with a time span of less than one week, and one week notice in the case of positions with a duration of more than one week. If the Candidate fails to advise the Agency verbally or in writing in the given period of time, the Agency reserves its right to charge the Candidate for loss of income to the agency. Should the client wish to pursue a loss of income, the action will be between the client and the candidate. The candidate indemnifies the agency from such action. However, if the circumstances are that the Candidate are not able to render his/her services due to whatever reason, but he/she still verbally or in writing gives notice within reasonable time prior to the commencement of such placement, the Agency will attempt to source a new Candidate for that position. The acceptance by or on behalf of the client for the services of a Candidate or the commencement by an Applicant of services or work for the Client (whichever occurs)

3. Notice Period:

The Candidate will be expected to complete all positions accepted. Should the Candidate not be able to complete the position, a notice period of one week will be required for a position of less than one month and more than one week, and two weeks notice of positions more than one month. For position less than one week, the Candidate will be expected to complete the position. The exception on the notice period will be considered should the Candidate indicate unethical behavior by the client. Such exception will only be considered if the unethical behavior can be proven. The same terms of the notice period will be expected from the Client and the Agency including exceptions made due to the conduct of the candidate.

4. Timekeeping

It is the responsibility of the Candidate to submit timesheets to the Agency on a regular basis. Timesheets must be faxed to the Agency with a minimum interval of one week or at the end of any placements shorter than one week. All time sheets must indicate clearly the start and end times of the shift, date of the shift and duration of the shift excluding any breaks taken. The timesheet must be signed by the Candidate for each shift worked and also signed by the duly authorized person as identified by the Client. Should the Candidate not adhere to the procedures of timekeeping as above, delays in the payment of the remuneration of the Candidate will be inevitable.

Please initial here _____

5. Remuneration

The Agency does not release any payments to Candidates before the payment has been received from the client and the Agency has finalized the payroll. The Candidate may not receive any remuneration from the Client unless specifically agreed upon by the Client and The Agency. The Candidate also accepts that the Agency is compelled by law to deduct any and all taxes and levies as required by the South African Revenue Service. The Agency will mail a pay slip to the Candidate once all payments have been made pertaining to the specified pay slip. The IRP 5 document will be mailed to the Candidate at the end of the financial year.

Please initial here _____

6. Payment Procedure

1. The Agency has a monthly Payroll.
2. Month: from 26th to 25th of the following month. (E.g. 26 July 2013 – to 25 August 2013.)
3. The Payroll is closed off at the end of each month (E.g. 31 August 2013.)
4. After completion of the Payroll for the month (E.g. 31 August 2013), all the fees received during the applicable month (E.g. August) is transferred to the Candidate. The Agency uses Cash focus to pay the Candidate. The money only reflects in the account of the Candidate after 24hrs.
5. The remainder of the fees after the completion of the payroll gets paid over to the Candidate as soon as the Agency receives the fees from the Client (E.g. during September.)
6. On final payment to the Candidate, the Agency, will posts the pay slip and timesheet to the Candidate.
7. PAYE – 25% (This is a SARS regulated tax rate), due to a locum being able to generate his /her own income. (If the Candidate produces a Tax Directive issued to the Agency by SARS, The Agency will deduct tax according to the rate reflected on the Directive)
8. U I F – 1% (Unemployment Insurance Fund) U I F is deducted if the Candidate works more than 24 hours per month.
9. Timesheets are to be faxed weekly to Mouldmed Offices for shifts worked more than 2 days continuously.
10. Locums that only work 1 or 2 days a week please fax timesheet the same afternoon or the following morning to insure that payment will be made on time.

Please initial here _____

7. Background Screening

It is standard practice in our organization to conduct background checks to identify potential risk for our clients. A Kroll check will be administered to ideally select the best of applicants. This check will be mandatory ensuring Mouldmed Locum International Exchange Ltd demonstrates due diligence in further safeguarding the organization and its clients

Please initial here _____

8. Liability:

Both the Agency and the Client acknowledge that they are jointly and severally liable for contraventions of relevant minimum standards referred to in Section 198 of the Labour Relation Act, No 66 of 1995. The Client recognizes that many aspects of the relationship it will enjoy with the Agency’s Applicant fall directly or indirectly under its control.

9. Breach

(a) Should any party commit a breach of any of the provisions of this agreement, the other party shall, if they wishes to enforce its rights under this agreement, give the defaulting party 10(ten) business days written notice to remedy the breach.

(b) If the defaulting party fails to comply with such notice, the aggrieved party shall be entitled to cancel this agreement or to claim immediate payment and/or performance by the defaulting party of the defaulting party’s entire obligation. Personal information of the Candidate disclosed to the Client, once released binds the Candidate & Client contractually with the Agency. The Candidate once introduced will not directly or indirectly be solicited for employment. The Client will not interfere or entice the Candidate away from the Agency regardless of any contact made prior to the introduction. The use and retention of the Candidate remains at the discretion of the Agency. The Candidate may not be retained by the Client under any circumstances without prior consent of the Agency.

(c) The Candidate undertakes that he/she will inform the Agency immediately of any offer of employment, whether the offer is for permanent or on a temporary basis from any Client whom the Candidate was assigned or introduced to by MLIE within a period of 12 (twelve) consecutive months from the last day of the placement at any Client of MLIE. The Candidate acknowledges that if any of the above undertakings are breached in any respect, the Candidate will be liable to pay the Agency immediately a penalty fee of R10, 000-00 (Ten Thousand Rand) excluding vat.

(d) Each party consents to the jurisdiction of the Magistrate’s Court having territorial jurisdiction in respect of any action or proceedings which may be brought against it by the other party, provided that either party shall be entitled to bring proceedings in the High Court where such proceedings would, but for such consent, fall outside the jurisdiction of the Magistrate’s Court.

Please initial here _____

10. Agreement

I _____ hereby agree as follow:

- ❖ To carry out the position within the expected standards
- ❖ To indemnify the agency from any claims or losses resulting from negligence or willful misconduct arising from actions taken or the lack thereof, by myself or the client or any of its affiliates.
- ❖ Any monies owed to the agency resultant of this agreement may be offset against any monies owed for other positions successfully completed.
- ❖ To inform the agency when an introduced client approaches the Candidate for further positions or permanent employment.
- ❖ All required registration for all applicable boards is up to date. The candidate will inform the agency immediately should there be any change in the registration status.
- ❖ I will submit a copy of my ID/Passport and copies of registrations held, as well as a copy of my complete CV before this agreement can be concluded.

I have read and understood the contents of this agreement, and fully accept the terms and conditions of this agreement.

CANDIDATE

SIGNATURE

DATE

PERSONAL DETAILS

Title											Surname																												
Full Names																																							
Specialization																																							
Tel:																					Fax:																		
Cell phone																																							
E-mail																																							
Marital Status <i>(Please Tick Box with an X)</i>	Married				Single				Divorced				Married IN /OUT Community of Property <i>(TICK BOX with X)</i>				IN				OUT																		
Residential Address											Postal Address (To be used for Pay slips & IRP 5)																												
Code:										Code:																													
Date of Birth											Nationality																												
Identity number <i>(Please attach clear copy)</i>																																							
Passport Number																																							
Country																																							
TAX Number: (If Registered with SARS) Please complete NB!																																							
TAX Office: (Area) Please complete NB!																																							

QUALIFICATIONS OBTAINED

Qualification	Institution	Year

MEDICAL REGISTRATIONS HELD

Registration Body	Country	Registration Number
Malpractice insurance Company		
Malpractice insurance Number		

BANKING DETAILS- Please specify where necessary

Bank											Savings / Cheque / Current / Other																						
Account Holder											Own / Joint / 3 rd Party																						
Account number																					Branch code												
Branch Name																																	

I hereby confirm that the above mentioned information is true and correct.

Candidate

Date
