

AGREEMENT OF SERVICE

File Reference No:UKM(PER)

AGREEMENT OF SERVICE

**DUTY
STAMP
RM 10.00**

THIS AGREEMENT is made the _____ day of _____ **BETWEEN THE UNIVERSITI KEBANGSAAN MALAYSIA**, an institution of higher learning and a body corporate established under the Universiti Kebangsaan Malaysia (Incorporation) Order 1971, made under the Universities and University Colleges Act, 1971 of Bangi, Selangor (hereinafter called "the University" which expression shall where the context admits include any duly authorised agent of the University when acting within the scope of its authority) of the one part (*Name*) of (*Country*) (hereinafter called "the Officer") of the other part.

NOW IT IS HEREBY AGREED as follows:

Appointment

1. The University shall as from the _____ day of (*Month*), (*Year*) until _____ day of (*Month*), (*Year*) hereby appoint the Officer as (*Position*) and a member of the staff of such department in the University as the Vice-Chancellor of the University shall designate of the period and upon and subject to the terms and conditions hereinafter mentioned.

Period of Engagement

2. The employment of the Officer shall (subject as hereinafter mentioned) continue for a period of _____ years (hereinafter called "the Period of Engagement") provided that the period shall not expire on any other day than the last day of the month on which the academic year of semester ends.

Further Engagement

3. Six (6) months prior to the expiry of the Period of Engagement, the Officer shall by notice in writing inform the University whether or not he desires to continue in the employment of the University after the expiration of the Period of Engagement whereupon the University shall as soon as may be reasonable before the expiry of the Period of Engagement inform the Officer by notice in writing whether or not it has decided to re-engage him;

Term of Re-engagement

4. Any re-engagement of the Officer by the University shall be on such terms and for such period as may be mutually agreed by the parties hereto.

Obligations of the Officer

5. The Officer shall during the period of engagement:
- (1) be responsible to the Dean of the Faculty in the first instance and through him to the Vice-Chancellor;
 - (2) perform the duties of his office and any other related duties assigned to him by the University;
 - (3) reside and perform his duties in such place within Malaysia as the University shall from time to time require;
 - (4) not be precluded from accepting external examinerships as will not interfere with his duties;
 - (5) neither directly or indirectly engage or employ himself in any other employment, service or business whatsoever nor receive remuneration or commission of any kind from any person, company or body other than the University without the prior written consent from the Vice-Chancellor.
 - (6) devote the whole of his time and attention to the service of the University and endeavour to the utmost of his ability to promote the interest of the University.
 - (7) obey and comply with orders and instructions given to him by the University through its duly authorised officers.
 - (8) obey and comply, in so far as they are applicable and not inconsistent with or varied by this Agreement obey and comply with the constitution, Statutes, Acts and Regulations and any addition or amendment to the Constitutions, Statutes, Acts and Regulations of the University;
 - (9) not in any way disclose or make known to any unauthorised person or body whatsoever any confidential information relating to the University or its affairs which may come to his knowledge in the course of his employment otherwise howsoever;
 - (10) contribute to the Employees Provident Fund in accordance with the rules and regulations relating to the fund;
 - (11) furnish, if so required by the University such security, and in such form, as the University may determine for the faithful and honest discharge of his duties and all premiums payable in respect of such security shall be deducted from his salary by the University;
 - (12) acquire any qualification which required by the University which has every right to direct the Officer to attend any training programme and sit for the examination which is considered beneficial to the University.

Obligations of the University

6. The University shall:

- (1) during the Period of Engagement pay to the Officer a salary at the rate set out in the Schedule hereto **PROVIDED ALWAYS THAT** where provision is made in the Schedule for the payment of annual increment no such increment shall be granted to the Officer unless such appropriate superior officer as the University may direct has certified that the Officer has discharge his duties with efficiency, diligence and fidelity during the year preceding the date upon which such increment shall become payable;
- (2) during the Period of Engagement pay to the Officer allowances as are specified in the Schedule for which he may be or become eligible under the General Orders or circulars issued from time to time by the University.
- (3) pay to the Officer on satisfactory completion of the Period of Engagement a gratuity the amount of which shall be calculated at the rate set out in the Schedule hereto for every completed month during which the Officer has served hereunder including therein any period of leave granted under this Agreement **PROVIDED ALWAYS THAT** where the period of engagement has been extended for a further period, payment will be made after satisfactory completion of the extended contract.
- (4) if the Officer is outside Malaysia at the time of appointment grant the Officer a free passage to Malaysia for himself and for such number and class of the Officer's dependants as are specified in the Schedule hereto and such passage or passages shall be by air and of such class and route as the University may determine;
- (5) on arrival in Malaysia grant the Officer accommodation in a hotel or boarding house for a period of not exceeding three (3) days for himself and for such number of the Officer's dependants and such accommodation shall be of such rate as the University may determine. This entitlement only for the first arrival of the Officer and his dependents and is not applicable to any subsequent arrivals in the event the Officer's period of engagement is extended or renewed under Clause 3 of the Agreement.
- (6) grant additional assistance to the Officer and to the Officer's dependants as specified in the Schedule hereto;
- (7) if the Officer is in Malaysia at the time of the completion of the period of engagement or on the termination of this Agreement grant the Officer a free passage to his country of domicile for himself and for such number of the Officer's dependants as are specified in the Schedule hereto, and such passage or passages shall be by air and of such class and route as the University may determine **PROVIDED ALWAYS THAT** in the event the Officer's period of engagement is extended or renewed under Clause 3 hereto then the Officer's entitlement to free passage to his country of domicile shall be granted to him at the expiration of the extended or renewed period of engagement as the case may be and not at the expiration of the initial period of engagement;
- (8) during the period of engagement grant the Officer leave in accordance with the provisions of regulations of the University as specified in the Schedule hereto;

- (9) during the period of engagement grant the Officer free outpatient treatment and in the case of specialist treatment and hospitalisation the Officer shall use government hospitals and the University Hospital only.

Cost

7. Cost for stamp duty in order to complete this Agreement shall be borne by the Officer.

Incapacity of the Officer

8. If a Medical Board duly authorised by the University to examine the Officer certifies in writing that in its opinion the Officer is incapable by reason of any infirmity of mind or body of rendering further efficient service in Malaysia and that such incapacity is not caused by the Officer own fault, carelessness or indiscretion, the Officer employment hereunder shall thereupon be determined by the University and subject to rights reserved to him under sub clause 6 (3) of the Agreement the Officer shall not thereafter be entitled to any salary except salary earned before the termination of this Agreement in the manner aforesaid.

Dismissal

9. If the Officer at any time:

- (1) has been found guilty by a court of law of any offences likely to bring the University into disrepute; or
- (2) committed an act of bankruptcy; or
- (3) been guilty of insobriety of gross impropriety; or
- (4) failed to observe and perform his duties, agreements and other stipulations on his part of the terms and conditions of his appointment.

the University may dismiss and upon such dismissal all rights and advantages reserved to the Officer under this Agreement shall forthwith be terminated.

Termination by the University

10. The University may at any time terminate the employment of the Officer on given him notice in writing as provided in Schedule hereto or on paying to the Officer one month's salary in lieu of such notice.

Termination by the Officer

11. The Officer may at any time terminate the engagement on giving to the University notice in writing as provided in Schedule hereto or on paying to the University one month's salary in lieu of such notice.

Schedule

12. In addition to the premises the conditions herein after set out in the Schedule hereto shall form part of this Agreement.

Constructions

13. Unless the context otherwise requires, terms used in the masculine gender in this Agreement shall be deemed to include the feminine gender;

Amendments

14. Any changes or amendments to this Agreement shall be made in writing and certified by both parties.

Law and Arbitration

15. This Agreement shall in all respects be interpreted in accordance with the Malaysian laws. If any matter, dispute or claim cannot be agreed by the Parties hereto within sixty (60) days after the date of such notice received by either Party on the subject matter of dispute or claim, either Party may refer the matter, dispute or claim to be settled by arbitration in accordance with the Arbitration Act 2005.

Validity

16. If there is any part of this Agreement declared invalid or in conflict with the provision of any law and therefore cannot be enforced, the validity of the other part of this Agreement will not be affected and remain enforceable.

IN WITNESS WHEREOF the parties hereto set their hands the day, month and year first above written.

Signed by the Registrar of)
Universiti Kebangsaan Malaysia)
for and behalf of the)
Universiti Kebangsaan Malaysia)
In the presence of:) Date:

Witness signature :
Name :
Title :
Address :

Signed by the said Officer)
In the presence of:)
Date:

Witness signature :
Name :
Title :
Address :

SCHEDULE

1. **Clause 6 (1) - SALARY**

SALARY (Clean Wage): **RM..... (P1T...)**
per mensem on the scale: P1T....: RM..... – P1T....: RM.....

SALARY INCREMENTS: Subject to Clause 6 (1) the Officer shall be eligible to draw salary as follows:

To draw RM	NIL	per mensem on	NIL
To draw RM	NIL	per mensem on	NIL

thereafter the Officer shall not be eligible for any further increment.

2. **Clause 6 (2) - ALLOWANCES AND BENEFITS:**

(i)	Entertainment Allowance	-	RM.....	per month
(ii)	Housing Allowance	-	RM.....	per month
(iii)	Special Grade Allowance	-	RM.....	per month
(iv)	Domestic Servant Allowance	-	RM.....	per month
(v)	House Maintenance Allowance	-	RM.....	per year*

*(*to be paid at year end)*

3. **Clause 6 (3) - GRATUITY:**

Gratuity will only be paid to the Officer on the condition that he has completed his service satisfactorily. The formula for computation of the gratuity as follows:

(Seventeen and one half percent (17½ %) of the Officer last drawn salary for every completed month of service of period of engagement less the University's share of Employee's Provident Fund Contributions together with interest accrued interest thereon. Income tax on gratuity payable shall be to the officer's account.)

4. **Clause 6 (4) - PASSAGES**

- (i) Normal Tourist Class air passage, if necessary from most direct route subject to a maximum of five (5) adult fares in all. Conditions for entitled air passage rate (as entitled by designation grade) apply **ONLY** for flights with Malaysia Airlines whereas for flights with other airlines, only eligible for Normal Tourist Class air passage.
- (ii) Dependents of the Officer to whom the University shall grant free passages with the Officer upon appointment; Wife and children not exceeding three (3) in number and under the age of eighteen (18) years old **PROVIDED** that the University shall not be liable to grant such free passage to any dependant who has not resided in Malaysia for a period of at least six (6) months during the period of engagement.

the aforesaid passage shall also apply for the return journey on the completion of the period of engagement or on the termination by the University of the Agreement.

5. Clause 6 (6) - ADDITIONAL ASSISTANCE

- (i) Excess baggage by air subject to production of vouchers or bills to the following maximum:
 - (a) 20 kilos for the Officer;
 - (b) 20 kilos for accompanying wife; and
 - (c) 10 kilos for each accompanying dependent child (see paragraph 4 (ii) above) subject to a maximum 30 kilos.

the aforesaid additional assistance shall also apply for the return journey on the termination (including dismissal) of his appointment.

- (ii) 50 cubic feet of sea freight to include carriage from place of recruitment country port, post dues, insurance, packing and carriage from Malaysian port to the Officer's address in Kuala Lumpur subject to production of vouchers or bills.

6. Clause 6 (7) - PASSAGES TO COUNTRY OF DOMICILE

- (i) Passages to country of domicile for the Officer to be granted by the University after completion of the period of engagement or on the termination by University of the Agreement or dismissal of the Officer (see paragraph 4 above).
- (ii) Dependents of the Officer to whom the University shall grant free passages with the Officer upon completion of the period of engagement or on the termination by the University or dismissal of the Officer by the Agreement (see paragraph 4 above).

7. Clause 6 (8) - LEAVE

The Officer shall be eligible for annual leave at the rate of twenty five (25) days per year of service. Leave shall be taken in the year which it accrued and eligibility for such leave shall lapse if not taken before the expiry of the Agreement.

Subject to the instructions by the Government from time to time, where due to exigency of service an officer cannot avail his vacation leave that he is eligible under or in accordance with this Contract, the officer is entitled for a cash award in replacement of it. The entitlement shall be subject to the terms and conditions specified in Surat Pekeliling Perkhidmatan Bilangan 17 Tahun 2008 or other Government circulars or instructions issued from time to time.

8. Clause 10/ Clause 11 - NOTICE OF TERMINATION

Required by either party: one (1) month.

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