



A long-term Community Service and Signature Project by the Kiwanis Club of Kuala Lumpur Donations to the Foundation are tax-exempt

1st January 2021

Elia Nadia Othman
Block 4-20-2a,
Maisson Residence Jalan PJU 1a/3,
Ara Damansara, 47301 Petaling Jaya,

Patron

YABhg Toh Puan
Ena Ling

Management Committee

Chairman
Chan Kin Hou

Treasurer
Rosie Chan

Comm. Members Carol Chia
Chen Thiam Leong Cheok Kim Chee Godfrey Rajalingam Hwang Chia Sing Lee Boon Kim
Loo Ai Choo
Ngau Wing Fatt
Rosie Sa
Sunny Lee
Tee Han Cheong

Executive Director Angie Heng
Dear Elia,

CONTRACT OF EMPLOYMENT

The Kiwanis Down Syndrome Foundation-National Centre (Centre) is pleased to offer you the position of Physiotherapist at the KDSF – National Centre (the Centre), Petaling Jaya subject to the following terms and conditions:

1. Commencement Date

Your employment shall commence on 1st January 2021.

2. Salary

Your salary is **RM3,400 (Ringgit Malaysia: Three Thousand Four Hundred)** per month. Your salary shall be paid via direct credit transfer into your bank account (Public Bank Berhad as determined by the Centre).

3. Notice of Termination

Your employment may be terminated by either party by giving two (2) months' written notice or payment of two (2) months' salary in lieu of such notice.

The provision of the above termination notice shall not apply in the case of dismissal in relation to misconduct and/or poor work performance and all rights and benefits that have been given to you in this contract shall immediately cease.

4. Working Hour

Your working hours shall be from 8.30am to 5.00pm, Monday to Friday. Please refer Condition of Services annexed with this contract for detail working hours.

5. Public Holidays

The Centre will observe all Federal and State Government gazetted public holidays determined by the Centre which will be published on an annual basis.

6. Retirement

The retirement age for an employee is upon reaching the 60th birthday. In the absence of a birth certificate, the date of birth as shown in the identity card/ passport of an employee shall be deemed to be the date of birth for the purpose of determining the retirement age. The Management may opt to extend your service with a yearly renewable contract on a mutual agreement and case to case basis.



7. Statutory Deduction

The Management shall deduct (where applicable) any statutory deductions as required by the laws of Malaysia.

8. Responsibilities and Duties

Your responsibilities and duties will be assigned to you by your immediate supervisor. You are expected to carry out your responsibilities in good faith, with due care and diligence. The Management may change these responsibilities and duties from time to time.

Please refer to details of your scope of work in the Job Description annexed with this contract.

9. Transfer

Transfer is at the sole discretion of the Management. You are subject to transfer within the Centre or from one locality to another or from one job to another within the Kiwanis Down Syndrome Foundation (Foundation) and/or its /subsidiary/branches.

10. Personal Data Protection

In the course of your employment with the Centre and/or Kiwanis Down Syndrome Foundation, the Centre and/or the Foundation would be required to obtain, store and process your personal data for the purposes of your employment. By accepting this offer of employment, you hereby consent to the Centre and/or the Foundation to: -

- a. Collect, use, store and process your Personal Data;
- b. Disclose and share your Personal Data to the relevant governmental authorities or third parties where required by law or necessary by reason of your employment or for legal purposes; and
- c. Storing your personal data for a period up to 6 years from the date of cessation of your employment.

In addition, your personal data may be transferred to any Centre within the Foundation which may involve sending your data to a location outside Malaysia. For the purpose of updating or correcting such data, you may at any time during the course of your employment, apply to the Management to have access to your personal data which are stored by the Centre.

For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data that you had disclosed to the Centre in your employment application letter / employment application form or during your interview(s) with the Centre or through third party recruitment firms.

The Personal Data processed by the Centre may include your sensitive personal data such as your religion, health condition and criminal record (if any), provided by you in the documents as prescribed by the Centre or otherwise as well as all other details relating thereto.

In addition, please refer to the Personal Data and Information Notice, which is annexed with this contract of employment and signify your concurrence in the notice.



improving the world one child and one community at a time

Lot 13490, Jalan Jenjarum
Off Jalan SS23/1, Taman SEA
47400 Petaling Jaya, Selangor Darul Ehsan

11. Confidentiality

Except with prior approval of the Centre, you shall not within the term of your employment and thereafter disclose to any third party, or use for your own benefit, any information concerning the matter of the Centre which has become known to you.

“Information concerning the matter” includes, without limitation, all Centre’s organisational and technical knowledge, know-how, proprietary or confidential information, names and addresses of students/parent/caregiver and any other information which is known only to a limited number of persons and which is not intended to become known outside the Centre.

All written and other records and all tangibles concerning the employer or any of its business which are in the possession of yourself shall be carefully kept and shall be immediately returned to the employer upon its request, and in any case upon termination of employment. You hereby waive the right to retention in respect of such records or tangibles mentioned herein.

You shall not, within the term of employment with the Centre, disseminate information within the public domain, be they verbal or written, whether or not via social networking sites, for example, Facebook, Twitter, etc or via any form of phone messaging application, such that the Centre is potentially exposed to adverse reputational risk and harm. In the event you are found to be in breach of the above-mentioned, the Centre shall have the right to take disciplinary action against you, including that of dismissal.

An employee who utilises the Centre's confidential information after leaving the Centre and applies such information to his/her new occupation or business shall be liable to a claim in the civil courts by the Centre for whatever losses caused to the Centre as a result of his / her action.

12. Compliance

You shall comply with the rules and regulations and terms and conditions as established by the Centre and/or the Foundation (such as, but not limited to Policy, Handbook, Condition of Services and the policies contained therein).

Non-compliance to the Centre's Policy and/or other policies established by the Centre and the Foundation will be taken seriously. Any contravention to the applicable policies may result in you being liable to disciplinary proceedings and the Management reserves the right to initiate legal action against the employee in addition to the possibility of termination of your contract of employment.

The Management at its own prerogative reserves the right to review, amend and/or cancel the rules, regulations, terms and conditions, whenever it deems fit.

Such amendments, revision / changes shall be notified to the employee either via individual or group with immediate effect and it shall supersede other previous arrangements made that are similar in nature.

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Please refer detail terms and conditions of your employment in Condition of Service annexed with your contract of employment.

13. General Terms and Conditions

This offer is subject to you being free from any criminal records and adheres to the terms and conditions stated herein.

Please confirm your acceptance of this appointment by signing and returning the duplicate of this letter duly signed within seven (7) days upon receipt of this letter.

Yours sincerely,

KIWANIS DOWN SYNDROME FOUNDATION



ANGIE HENG

Executive Director, National Centre

ACCEPTANCE

I have read and hereby accept the employment with the above-mentioned terms and conditions.

Signature: ... 

Name / NRIC / Passport: 890420136172

Date: 21.1.2021