



**AGA KHAN UNIVERSITY**  
**CONTRACT LETTER FOR**  
**PART TIME FACULTY**

Faculty of Health Sciences  
Post Graduate Medical Education

15<sup>th</sup> November, 2005

**Dr. Crescenzo D'onofrio**  
**P. O. Box 372 (00502)**  
**NAIROBI**

**Dear Dr. D'onofrio,**

**APPOINTMENT AS PART TIME FACULTY IN THE DEPARTMENT OF SURGERY**

Aga Khan University and The Aga Khan University Hospital Nairobi are pleased to offer you appointment as **Full Time Consultant Plastic & Reconstructive Surgeon** (Part Time Faculty) in the Department of Surgery. The Charter of Aga Khan University assures you the privileges of a University faculty member. Your appointment will be effective **23<sup>rd</sup> November, 2005**. This offer is subject to clearing your pre-employment physical examination, attainment of work permit from Kenya Immigration Authorities, production of a No Objection Certificate from your present employer, where applicable. Valid registration is required from the Kenyan Medical & Dentists Practitioners Board. Your faculty rank will be communicated to you later after confirmation.

Your appointment will be for a period of two (2) years from commencement of employment. The appointment may be renewed for such further period and on such terms and conditions as both parties may mutually agree in writing.

**COMPENSATION AND CONDITIONS OF EMPLOYMENT**

**REMUNERATION:**

You will be expected to share on a 40% - 60% split in your favour on professional fees for patients seen and managed by you on a monthly basis at agreed fee for service charges as may be applicable from time to time in accordance with the policy of AKU/AKUHN and in some cases sessional payment may be made.

**TAXES & STATUTORY DEDUCTIONS**

Taxes and all other applicable statutory deductions on your salary will be deducted in accordance with Kenyan tax law each month. Filing of personal tax returns will be your responsibility.

## **CONDITIONS OF EMPLOYMENT**

### **PROBATION PERIOD**

The first three months from the commencement of employment shall be probation period during which period either party may terminate this contract upon giving fourteen days notice in writing from either side or payment in lieu of notice.

### **TERMINATION**

After satisfactory completion of probation, either party may give the other party one month's notice in writing or payment in lieu of notice. Notice of termination must be given in writing in all cases.

### **CONDITIONS OF WORK**

The offer is conditional upon your being prepared to work in Nairobi and to travel or stay and work in any part of East Africa or abroad as the University and Hospital may require.

### **RESPONSIBILITIES AND REPORTING RELATIONSHIP**

You will report to the Chair, Department of Surgery, and /or any other person as may be designated by him. As a faculty member you will be responsible for providing clinical service and contribute to academic endeavors, which include teaching, training and development of residents/students.

You may be required to take an active part in the administration and development of the **Faculty of Health Sciences** and the Aga Khan University Hospital, Nairobi or associated health services. You will be expected to develop your own scholarly and research activities and are encouraged to pursue resources from extra-mural sources, subject to the provisions, rules and regulations of the University.

You are expected to take an active part in the academic meetings of the department and represent the department in academic/administrative committees as required. This will be agreed and determined between you and your department Chair. It is assumed that you have read and accepted the generic duties and responsibilities of a faculty member as outlined in the annexure - A.

You will be required to conduct weekly clinical activities and share the on-call responsibilities as per your service responsibilities to the hospital.

## **ACADEMIC AND PROFESSIONAL DEVELOPMENT**

As a faculty member you will be entitled to continuous professional development according to departmental plans.

## **CONFLICT OF INTEREST**

The Institution has a policy on "Conflict of Interest", the salient features of which are attached for your reference. (Annexure-B & C)

As per the terms of this policy the actions and involvements (professional or personal) of faculty/staff should not in any way conflict with the interests of the Institution directly or indirectly.

Full-time employees of the Institution are not permitted to be engaged in employment, business or service with another organization or have any financial/business interest with any other organization/entity even on a part-time or temporary basis. In this regard, please complete the attached "Conflict of Interest Disclosure Form". Please note that it would be your responsibility to disclose any such information in future also if a situation so develops.

## **CONFIDENTIALITY:**

You shall not disclose or divulge except to persons having authority to require such disclosures, any confidential information with respect to the Institution and also matters related to patients. The obligation of confidentiality shall survive the expiration or the termination of this Agreement. You have agreed not to do anything, which would prejudice the interest of the University and the Hospital. The terms of this offer are confidential and form the basis of a contract between you and the University and the Hospital.

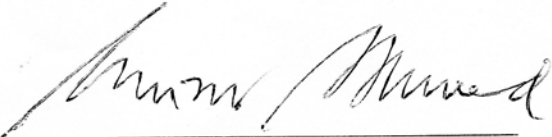
## **ENTIRETY OF AGREEMENT**

This contract and the specific annexure referred to contain the entire agreement between the parties hereto. No verbal agreement, conversation or representation between any officer's agents or employees of the parties hereto before or after the execution of this agreement shall affect or modify any of the term, or obligations herein contained. Any subsequent changes to this agreement shall be in writing by both parties.

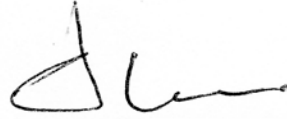
**Dr. D'onofrio,**

It is with great pleasure that we offer you this appointment and, in the event you elect to accept it, we hope that the association between you and Aga Khan University and Aga Khan University Hospital, Nairobi will be happy, productive and fruitful.

Yours sincerely,



**DR. MUSHTAQ AHMED  
ASSOCIATE DEAN**



**SAGIE PILLAY  
CHIEF EXECUTIVE OFFICER**

Please sign below on the duplicate copies of this letter and return the same to us as evidence of your acceptance of the terms and conditions of this offer.

**DATE OF COMMENCING:** \_\_\_\_\_

**SIGNATURE:** Crescenzo D'Onofrio

**TODAY'S DATE:** 25/001/05

**NAMES IN FULL:** CRESCENZO D'ONOFRIO

CC: Director Finance      Personnel File