



**MUSCULAR DYSTROPHY FOUNDATION OF SOUTH AFRICA**

**NATIONAL OFFICE**

P O Box 605, FLORIDA HILLS, 1716  
Tel: (011) 472 9703 – Fax: 086 646 9117  
Email: [national@mdsa.org.za](mailto:national@mdsa.org.za)  
Website: [www.mdsa.org.za](http://www.mdsa.org.za)  
Reg. No. 004-152 NPO

**PRIVATE AND CONFIDENTIAL**

Date

Appointee: .....

Identity Number: .....

Address: .....

Dear .....

**LETTER OF OFFER REGARDING EMPLOYMENT**

We are delighted to present you with an offer of employment on a fixed term contract to join the Muscular Dystrophy Foundation of South Africa, National (MDF). Our philosophy and culture is based on Integrity, passion for our members and developing partnerships with our stakeholders.

It will be a privilege and an honour to have you on our team.

**1. APPOINTMENT AND AREAS OF RESPONSIBILITY**

- 1.1. We are pleased to offer you the position of Deputy Director, which will be a 12 month fixed term contract to be renewed annually at the discretion of the MDF and subject to the evaluation of agreed performance targets set for this position. The effective date will be .....



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- 1.2. The position will be based at the MDF National Head Office, 12 Botes Street, Corner 414 Ontdekkers Road, Florida Park, or wherever the MDF head office is situated. You will report directly to the Executive Committee of the MDF, represented by the National Chairperson or in his / her absence, the National Vice Chairperson.

## 2. PROBATION

- 2.1. Arising from the interview sessions held with you, and based upon your *curriculum vitae* (c.v.) which you furnished, you have clearly conveyed to the MDF that you are a suitable candidate for the position hereunder detailed, and of such calibre as does not require extensive instruction, training, guidance or counselling for the job. For our part, the MDF basically needs to establish that your portrayal of your work qualities and expertise to fit our particular circumstances will factually benefit both you and the MDF, during this evaluation process.
- 2.2. The projected fair probation period which we envisage the MDF shall require to reasonably conclude our evaluation of your ability for this employment offer, is a period of three months.
- 2.3. Despite this stipulated probation period, if at any time during the period we should formulate the view in the sole discretion of the MDF that your work ethic and conduct should either meet with our approval or disapproval, we reserve the right forthwith to notify you thereof. In accordance with that notification, with or without stated reason/s, your intended engagement will either be confirmed, or terminated, or the probation period extended, as the case may be.



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2.4. You shall similarly enjoy the same right as us to that right recorded in 2.3 above in regard to your approval or disapproval of the working conditions to which you will be exposed to under this probation clause 2 during the probation period.

2.5. Termination during this probation period may be immediate and without any notice.

### **3. CORE PURPOSE OF THE ROLE**

3.1. Your detailed areas of responsibility will be discussed further upon employment and acceptance of this Intent to offer. Notwithstanding this you will be required to carry out all lawful and reasonable duties assigned to you from time to time by the Executive Committee. You will report to the Chairperson or if unavailable, the Vice-Chairperson of this committee, or any other individual identified by the Executive Committee. The position requires that you will work mainly without supervision. The key responsibilities of this position are detailed in Annexure A, attached to this document and will form part of the conditions of employment upon signature of this intent to offer.

3.2. Agreement will have to be reached between you and the MDF with regard to your Key Performance Indicators (KPI's) and performance targets. These KPI's and performance targets must be reduced to a Balanced Scorecard agreed to by you and the MDF, which will be one of the criteria used by the MDF when annual renewal of your employment contract is considered.

### **4. WORKING HOURS**

4.1. The office hours of business of the MDF are from 08h00 to 17h00 Mondays to Fridays, weekends and Public holidays excluded.



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- 4.2. Your office hours will be from 08h00 to 17h00 or as agreed.
- 4.3. Whenever the need may arise for an urgent mandate or particular work load to be completed, it may be necessary to extend these hours during the week or over a weekend period or into after hour time as an automatic extension of your services, with or without the payment of overtime, as the occasion may require.
- 4.4. It is recorded that monthly Executive Committee meetings, AGM's and special or strategic planning meetings are held after hours or on week-ends. Your working hours will include attendance of these meetings, which will be arranged at the sole discretion of the Executive Committee.
- 4.5. It is also recorded that the implementation of special projects for the MDF may require attendance to these responsibilities after hours or over week-ends. You may also be required to travel to various destinations within the South Africa or in rare occasions, internationally. Your working hours will include attendance of these projects and/or travel time as the case may be.

## 5. REMUNERATION

- 5.1. Your new salary package will be as follows:  
Total Cost to Company per annum: R .....
- 5.2. You will be eligible for a discretionary bonus equivalent to one month salary. Please remember however that this bonus is not a guaranteed bonus but is discretionary and will be based on the financial performance of the MDF and on your Individual performance measured against the agreed KPI's and Balanced Scorecard.



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- 5.3. Your salary will be reviewed annually upon a positive decision reached by the MDF to renew your fixed term employment contract for a further 12 month term (or as otherwise agreed from time to time).
- 5.4. You will be appointed on a Cost to Company basis and have the option to structure your salary in 12 or 13 payments. Should you elect a 13<sup>th</sup> cheque, a pro-rata bonus is due on termination.
- 5.5. You will be entitled to a cell phone allowance and you will be supplied with a laptop computer. The laptop remains the property of the MDF and you will be held liable for the cost of replacement or repair if damaged, lost or stolen due to your negligence.
- 5.6. You have an option to incorporate a travel allowance as part of your salary package, the salary package as highlighted in 5.1 above. A travelling allowance will be paid for official travelling based on an agreed remuneration scale per km, which will be reviewed from time to time. You will be required to keep a detailed log book of these travels with the understanding that the distance from your private residence to the office multiplied by two, per working day of the month will in all respects be regarded as private, whether you actually travelled directly to the office or not. It is however recorded that you will have to plan official travel with the understanding that the Executive Committee may limit travel expenditure to a maximum amount per month.
- 5.7. Standard salary deductions such as PAYE, UIF and the like shall be deducted by the MDF in the normal course.
- 5.8. The MDF records to have neither Medical Aid nor Pension/Provident Fund Scheme. It will be incumbent upon you to make your own private arrangements in this regard.



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## 6. LEAVE

- 6.1. You are entitled to paid annual leave of 120 hours in respect of each annual leave cycle, which leave cycle means the period or 12 months employment with the MDF following the commencement of your employment, and thereafter every year following the completion of your prior leave cycle. Should you resign you will forfeit your Annual Leave Balance.
- 6.2. The MDF traditionally closes its doors to business over the Christmas / New Year period each year and on dates annually selected at the sole discretion of the Executive Committee. You will be obliged to take annual leave during this annual closure period.
- 6.3. Applications for leave in respect of the entitled period should be completed by you in duplicate and then referred to the MDF for approval. In deference to the ongoing interests of the MDF, leave approval shall obviously remain in the sole discretion of the MDF. Following the signature of approval obtained from the MDF, a copy will be provided to you.
- 6.4. Working days are taken as Mondays to Fridays exclusive of Saturdays, Sundays and Public Holidays. Special religious holidays are not excluded.
- 6.5. You shall be entitled to sick leave of 240 hours, on full pay in respect of each sick leave cycle. Sick leave cycle means the period of 36 months continuous employment starting on the date of your employment.
- 6.6. Should you be absent from work for reasons of sickness you shall be required to, either personally or through another person, notify the Chairman immediately.



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- 6.7. Should such absence extend for more than two (2) consecutive days, or occur on working days immediately preceding or succeeding a Sunday or Public holiday, you shall provide the MDF with a medical certificate from a registered medical practitioner immediately upon your return to work.

## **7. TRAINING**

- 7.1. Should the MDF send you on any courses relative to training in your particular area of employment, same will be paid for by the MDF, subject to your not leaving our employment within a 12-month period thereafter. Should you for any reason leave our employment within the stipulated 12-month period, you will become liable to reimburse the MDF for the cost of the course in question. Your signature of acceptance of these conditions of employment will automatically authorise the MDF to deduct the recoupment of any such costs from your salary, if applicable.

## **8. TERMINATION OF SERVICES**

- 8.1. Termination of services is subject to a full calendar month's notice by either party.

## **9. OUTSIDE BUSINESS INTEREST**

- 9.1. You are requested to inform the MDF in writing, prior to commencement of duties of any outside business Interest that you may have at commencement of employment. You are also to inform the company of any other business interests you may acquire during your employment. The MDF does not, except under



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exceptional circumstances and by prior approval in writing, permit employees to have outside business interests.

## 10. CONFIDENTIALITY

- 10.1. Both during your employment and thereafter you shall keep confidential and not disclose any of the MDF's information and data, methods, processes, member lists, financial information, marketing information or any other confidential information to any person other than to persons employed by the MDF who are required to know such information for the purpose of their employment.
- 10.2 All business conducted by the MDF is and remains of a strict confidential nature and requires to be respected as such by you at all times. The identity of its sponsors and financial supporters is required always to be treated as secret and confidential unto the MDF alone. No documents of any nature of the MDF are to be removed from its premises at any time, save only with the direct authority of the MDF Management acting in Committee.
- 10.3 It is recorded that any breach of the above stringent fiduciary responsibilities that rest upon you as an employee of the MDF, can give rise to a probable immediate need for instant dismissal procedures, with or without any associated claim for damages may as a consequence of such breach arise.

## 11. LEGISLATION

- 11.1. Your conditions of service are regulated by the following legislation:
  - (a) The Basic Condition of Employment Act (3 of 1983) as amended.
  - (b) The Labour Relations Act (66 of 1995) as amended.
  - (c) The Occupational Health and Safety Act (85 of 1993) as amended.
  - (d) The Compensation for Occupational Injuries and Diseases Act (130 of 1993).



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11.2. In addition, you are required to comply will all legislation and regulations relevant to your professional appointment.

12. GENERAL

12.1. It is understood that we reserve and shall have the right to vary any term of your employment as may become necessary and deemed to be in the overall interests of the MDF or in the best furtherance of our general business base, upon due notice being given to you.

12.2. We wish to take this opportunity to welcome you to the MDF and trust that our association will be a long and mutually beneficial one.

12.3. You are requested to initial each page of this letter as well as Annexure A, as well as to sign in the space provided to acknowledge receipt of your letter of offer and acceptance of the conditions of employment therein.

Yours sincerely

\_\_\_\_\_  
.....

**MUSCULAR DYSTROPHY FOUNDATION NATIONAL: CHAIRPERSON, duly authorised**



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The foregoing terms and conditions of employment is accepted by me,  
.....

Signed at: Johannesburg

Dated: .....

\_\_\_\_\_  
(Signature)

**LETTER OF APPOINTMENT**

The Muscular Dystrophy Foundation National confirms the appointment of  
..... from ..... until .....

The Conditions of Employment and Job Description are attached.

**SIGNED:** .....

.....

**CHAIRPERSON**

**DATE:** .....



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### **ACCEPTANCE OF TERMS AND CONDITIONS OF EMPLOYMENT**

I, the undersigned, ....., acknowledge receipt of a copy of this letter and confirm that I have read it and accept the terms and conditions contained therein and have acquainted myself with the contents thereof.

**EMPLOYEE NAME** (full name in capitals) .....

**EMPLOYEE SIGNATURE** .....

**IDENTITY NUMBER** .....

**DATE** .....

**AS WITNESS:**

**FULL NAME** .....

**DESIGNATION** .....

**SIGNATURE** .....

**DATE** .....



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## **ANNEXURE A**

### **Muscular Dystrophy Foundation – National**

**Position: Deputy Director**

**Area: National**

**Accountable to: Executive Committee via Chairperson and Vice-Chairperson**

The post performs a full Management function with regard to matters relating to the MDF, including the development and maintaining of MDF related information database, fund raising, networking, creating awareness and general office administration. The post also performs a project co-ordination function for special projects identified by the Executive Committee. The candidate must be willing to travel to different locations, locally and occasionally, nationally.

The incumbent must have a keen interest in the support, development and wellbeing of people with disabilities and must be able to conduct his or her duties with understanding of the constraints and difficulty people with disabilities are faced with on a daily basis.

### **KEY PERFORMANCE AREAS:**

***Responsibilities will include, but not limited to:***

- Preparation, implementation and management of annual budgets.
- Administrative management of all internal processes, meetings and procedures.
- Liaising with stakeholders, internal and external, such as committee members, members, donors, government departments, media, etc., ensuring good relations and appropriate reporting on a weekly and monthly basis.
- Ensuring full compliance to legislation related to Non Profit Organisations, SARS, Financial requirements, etc.
- Implementing sound financial management and adherence to accounting standards and NEC requirements.
- Ensuring sound administrative processes & procedures including implementing and maintaining filing and databases, managing of monthly committee meetings, annual general meetings and special meetings called for by the NEC.
- Keeping abreast with latest developments, research and medical publications (national and international) related to Muscular Dystrophy (MD) and ensuring that the MDF database is kept up to date.



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- Improvement and management of all MDF databases and development of new databases as required by the Executive Committee.
- Ensuring that all relevant information is communicated to the MDF branches and they are kept up to date with latest developments in the field of MD.
- Maintain the MDF website on a weekly basis, including development and management of social networking amongst members of the MDF as well as national and international organisations and stakeholders related MD and disabilities in general.
- Facilitate the development, publication and distribution of the MDF Magazine on a quarterly basis according to good industry principles, including contributing articles to the magazine.
- Ensure adequate financial income such as grants, donations, and fundraising projects throughout the year in order to meet the financial goals set by the Executive Committee, including justification of the Deputy Director salary.
- Ensuring the successful delivery, within the budgeted costs and with the desired and planned outcome and impact of all projects.
- Managing of all commercial and legal aspects of the MDF.
- Assist the MDF in identifying new areas of development, projects and services which are necessary in order for the MDF to achieve strategic plan goals or constitutional aims.
- Implement new and existing projects in line with project management principles.
- Co-ordinate and deliver capacity building workshops, strategic planning exercises and training for MDF
- Writing of press releases and development of a relationship with all media.
- Writing of fundraising proposals for funding of MDF projects.
- Implementing the mission statement and aims of the MDF constitution and strategic plans.
- Developing policies and procedures for implementation in the MDF.

I hereby acknowledge that the above duties have been explained to me and that I am capable of performing these functions properly.

.....  
**EMPLOYEE – .....**

Date: .....