

GUIDELINES ON THE APPOINTMENT OF PROJECT-BASED RESEARCH ASSISTANTS	Effective Date: 9/9/2011
	Amended: 1/5/2012

1. Introduction

- 1.1. The guidelines are applicable to the appointment of Project-Based Research Assistants (hereafter referred to as RAs) for both internally and externally funded research projects.
- 1.2. The two-fold objectives of the research assistantships are, to provide Sunway University researchers a platform to source assistance in their research; and in return, to provide students a valuable research experience through the opportunity of working side-by-side with researchers on important projects that result in conference presentations, publications and other outputs.

2. Status and Conditions of Appointment

- 2.1. The RA must be a Malaysian citizen. Complying with the Malaysian Immigration's 'Guideline for the Employment of International Student', which disallows employment of international students even with valid student passes, Sunway University will not engage an international student as a RA.
- 2.2. The priority of selection is given to a potential postgraduate student but other candidates can be considered if such candidate is unavailable.
- 2.3. The appointment of a RA is on a part time/temporary basis.
- 2.4. The maximum duration of RA engagement is one (1) year.
- 2.5. An RA is typically allowed to hold only one (1) assistantship from Sun-U at a time. Should there be more, the candidate must declare all the assistantship(s) he/she is holding, including those offered by an external party and such application is subject to the approval of the Deputy Vice Chancellor (Research and Higher Degrees).

3. Budget

- 3.1. The source of the research assistantship is from the allocation made for "Salary and Allowances" budget specific to the internal/external research grant scheme secured by the principle investigator for the project the RA is hired.
- 3.2. The principle investigator of the project is fully responsible for ensuring the appropriate duration, purpose of engagement, and the availability of sufficient cost for such purpose.
- 3.3. The RA shall be given a monthly salary according to the recommendation from the Principle Investigator, and of an approved amount by the University Research Committee, or as specified by the funding bodies.
- 3.4. The RA is also entitled to increment in salary at the discretion of the Principle Investigator, with the approval from the University Research Committee.

4. Application and Approval Mechanism

- 4.1. The candidate for a research assistantship shall fill the Research Assistantship Application form together with the principle investigator.

- 4.2. A duly completed application and required supporting documents shall be submitted to the respective Faculty Dean for endorsement before forwarding them to Research Office.
 - 4.3. The required supporting documents include:
 - ✓ One (1) certified copy of NRIC;
 - ✓ One (1) certified copy of SPM certificate and/or STPM certificate (whichever is applicable); and
 - ✓ One (1) certified copy of qualification and transcript certificate for foundation, diploma, bachelor, master, or PhD (whichever is applicable)
 - 4.4. The decision for approval shall be made by the Deputy Vice-Chancellor (Research & Higher Degrees).
 - 4.5. Once the approval is granted, Research Office shall notify HR for an issuance of an offer letter to the successful candidate. The offer letter shall contain the following information:
 - ✓ Title of project;
 - ✓ Name of principle investigator;
 - ✓ Engagement period; and
 - ✓ Amount payable
 - 4.6. The successful candidate shall confirm the acceptance of offer by signing the Acceptance of Research Assistantship letter through HR. HR shall forward a copy of the acceptance letter to Research Office.
5. Duties
- 5.1. In the performance of duties, the RA will report directly to the Principle Investigator.
 - 5.2. The RA may be required to serve the department/faculty in tutoring, lab supervision or administration with the following conditions:
 - ✓ Maximum of eight (8) hours weekly
 - ✓ The tasks are to be assigned by faculty with the consent from the supervisor
6. Extension of the Assistantship Duration
- 6.1. The duration of the research assistantship can be extended and is subjected to the following:
 - ✓ Satisfactory service performance; and
 - ✓ Sufficient allocation of research fund.
 - 6.2. The principal investigator shall provide a written letter of the extension to the Deputy Vice-Chancellor (Research & Higher Degrees) for approval.
 - 6.3. Once approval is granted, Research Office shall communicate the decision to HR for an issuance of a formal letter to the RA.
 - 6.4. The RA shall confirm the acceptance by signing the Acceptance of Research Assistantship Extension letter through HR. HR shall forward a copy of the acceptance letter to Research Office.

7. Termination of Assistantship

- 7.1. The research assistantship shall be terminated at the expiry of the specified period the RA is engaged for.
- 7.2. The assistantship may also be terminated due to any of the following reasons:
- ✓ Failure to submit the thesis/dissertation within the candidature period;
 - ✓ Unsatisfactory performance of duties;
 - ✓ The services of the RA are no longer required due to completion of project ahead of schedule;
 - ✓ The work for which the RA is engaged to perform has been suspended or ceased;
 - ✓ Disobedience, insubordination, incivility, dishonesty or any other serious act of misconduct, damage or harm to the welfare of students and the University, or any neglect or breach of duty; and
 - ✓ Absence from work for more than two (2) consecutive work days without informing or attempting to inform the Principal Investigator, or any representative of the University's Human Resources Department.
- In such cases, the RA shall not be entitled to any further payment by the University by way of salary or otherwise. This provision shall not in any way prejudice the right of the University to claim damages for such breach of the Contract by the RA.
- 7.3. The RA may terminate his/her assistantship by giving a thirty (30)-day written notice to the principle investigator. The letter shall be forwarded to Research Office for endorsement from Deputy Vice-Chancellor (Research & Higher Degrees).
- 7.4. The principal investigator may terminate an assistantship by giving a thirty (30)-day notice to the Deputy Vice Chancellor (Research & Higher Degrees), upon which, the university shall have no further obligation to the RA.

8. Payment

- 8.1. A salary shall be paid on a monthly basis to the RA.

9. Employees Provident Fund and SOCSO

- 9.1. The RA and the University as their employer will contribute to the Employees Provident Fund (EPF) in accordance with the EPF Act and with the prevailing government statutory requirements.
- 9.2. The University shall contribute to SOCSO in accordance to the Employees' Social Security Act 1969. The Act provides certain benefits to contributors in case of invalidity and employment injury.

10. Benefits

- 10.1. The RA is not entitled to any benefits extended to full time local staff of the University.

11. Personal Accident & Medical Benefits

- 11.1. The RA is not entitled to medical benefits and/or any other benefits extended to full time local staff of the University.

- 11.2. The RA is required to obtain personal accident insurance coverage with/without medical benefits.

12. Rules and Regulations

- 12.1. The RA is required to comply with the University's policies, rules and regulations (including any codes of conduct) currently in force and implemented from time to time. Failure to do so, the GRA may be subjected to disciplinary actions by the University at the University's absolute discretion.

13. Occupational Safety & Health

- 13.1. The University treats safety & health management equally as important as any other management function. It is the Management's responsibility to provide the framework to promote, stimulate and encourage the highest standard of safety and health at work. All staff members, visitors including sub-contractors and workers must ensure that the University's safety and health regulations are complied with and work towards achieving a healthy and safe working environment.

- 13.2. All staff members are required to:

- ✓ Assure the safety of everyone whilst engaged in the University's activities.
- ✓ Conform to the legal requirements and codes of practice contained in the Occupational Safety & Health Act (OSHA) 1994.
- ✓ Ensure that occupational, safety and health policies are incorporated into the planning and evaluation of all projects, operations and other business activities.
- ✓ Prevent occupational accident, injuries, sickness, loss of life and damage to University's properties and equipment.
- ✓ Promote safety and health in public, company meetings and in publications.
- ✓ Undertake appropriate reviews and evaluation of operations to measure progress and to ensure compliance with the safety policy.
- ✓ Promote co-operation among staff members in achieving and monitoring a safe and healthy working condition in all areas.

- 13.3. Disciplinary actions may be taken against RAs whom are found disobeying the safety regulations and policies.

14. Non-Disclosure of Confidential Information and Trade Secrets

- 14.1. Without the prior consent of the Company or except as authorized or required in the course of the performance of duties, the RA shall not disclose, reveal or make available, directly or indirectly to third parties any confidential operations, processes or dealings, any trade secrets or any information concerning the business, finances, transactions or affairs of the Company, or its parent Company or any of its subsidiaries or associate companies, which

may come to knowledge during the RA's employment with the Company and the RA shall keep with complete secrecy all confidential information and matters entrusted to the RA and shall not use or attempt to use any such

information in any manner which may injure or cause loss either directly or indirectly to the Company or its business or may be likely to do so.

- 14.2. The restriction shall continue to apply after the RA's cessation of employment with the Company without limit in point of time but shall cease to apply to information or knowledge which may come into public domain.
- 14.3. Upon cessation of the RA's employment with the Company, the RA shall turn over to the Company, all documents, data or other requisites, confidential or otherwise, obtained or made by the RA during the course of employment with the Company, pertaining to the business of the Company.

15. Conflict of Interest

- 15.1. The RA is expected to commit fully to the business of the Company. In this regard, the RA must declare any business interest, if any, that the RA or RA's spouse or children (below 18 years of age) are shareholders to. The RA is also expected to update this declaration should there be a change in the status within 2 weeks period of the change. Kindly refer to the current conflict of interest policy practices by the Group.

16. University's Proprietary Information

- 16.1. Certain information such as brochures, reports, documents, charts, letters, drawings & specifications, electronic mails, electronic data transmission must be kept confidential. Disciplinary action(s) will be taken against staff members who disclose such information to anyone without prior written approval from the Management.
- 16.2. Sunway University shall have the sole and exclusive right to all intellectual property rights that the RA gained and/or acquired while performing duties during the engagement. The intellectual properties shall include discoveries, innovations and inventions made and stored physically or electronically such as printed materials, computer software, presentation materials, etc.
- 16.3. Sunway University will have the right to use these intellectual properties at its discretion in whatever form, manner or purpose.
- 16.4. The RA shall not use these intellectual properties for any purpose other than for serving Sunway University and shall not use them for their own gain or for any other employer without prior authorization in writing from Sunway University.

17. Return of Company Property/Equipment

- 17.1. The RA shall upon resignation/termination from the University, and who have been issued with company property, equipment, uniforms, etc shall return such articles immediately to the Principle Investigator.

18. Public Relations & Press Statements

- 18.1. It is important that all communication with the press and mass media must first obtain prior approval from the Management.

19. Review of Rules and Regulations

- 19.1. Any statutory guidelines not covered above and which are applicable shall be referred to the University Research Committee.

- 19.2. The above rules and regulations are not exhaustive and will be superseded by new policies & procedures from time to time.

Document Change Log

Amendment Date	Description of Change	Page
1/5/2012	Removing all references of School and replace them with Faculty	Whole document
15/8/2014	Changed from two(2)-week notice to thirty (30)-day notice for termination of service on 7.3 and 7.4	3