



South African Pharmacy Council

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Form is valid for
2020 only

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CONTRACT FOR PRACTICAL TRAINING OF A PHARMACIST INTERN

1. Memorandum of agreement (contract) made and entered into by:

P					
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(hereinafter referred to as the **TUTOR**)
of (tutor's postal address as it appears in the register):

		Code		
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of (name of pharmacy/provider of a qualification in pharmacy)

Y					
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with postal address (postal address of the pharmacy/provider of a qualification in pharmacy)

		Code		
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Business Tel. No:														
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AND

P					
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(hereinafter referred to as the **PHARMACIST INTERN**)

		Code		
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2. INTRODUCTION

WHEREAS the purpose of pharmacy internship is to enable the **PHARMACIST INTERN** to apply in practice his/her theoretical knowledge and to gain practical experience; and

WHEREAS it is agreed between the parties to this agreement that the **PHARMACIST INTERN** will be exposed to:

- 2.1 Organising the manufacturing, compounding and packaging of pharmaceutical products;
- 2.2 Organising the procurement, storage and distribution of pharmaceutical products;
- 2.3 Dispensing and ensuring the optimum use of medicine prescribed to patients;
- 2.4 Providing pharmacist-initiated care to patients and ensuring the optimum use of medicine;
- 2.5 Providing education and information on health care and medicine;
- 2.6 Promoting community health and provision of related information and advice;
- 2.7 Participating in research to ensure the optimal use of medicine.

the parties to this agreement agree as follows:

3. EMPLOYMENT*

The approved pharmacy/provider of a qualification in pharmacy hereby employs the **PHARMACIST INTERN** who hereby agrees to be so employed as a pharmacist intern at the pharmacy/provider of a qualification in pharmacy, subject to:

- 3.1 the provisions of the Pharmacy Act, 1974 (Act No 53 of 1974) and the *Regulations relating to pharmacy education and training* (Government Notice R.6925 of 20 November 2000 as amended) (hereinafter referred to as "**the Act**");
- 3.2 the terms and conditions of this contract.

4. DURATION OF EMPLOYMENT

The **PHARMACIST INTERN** shall be employed by the approved pharmacy/provider of a qualification in pharmacy for a period of at least twelve months commencing on

(Commencement Date)			/			/	2	0		
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NOTE: The date of commencement of the internship cannot be a date earlier than the date of registration as an intern with the South African Pharmacy Council.

5. DUTIES OF THE TUTOR

- 5.1 The **TUTOR** shall accept and take the **PHARMACIST INTERN** as his/her trainee and, to the utmost of his/her skill and knowledge, teach and instruct the **PHARMACIST INTERN** or cause him/her to be taught and instructed in the practice and profession of a pharmacist and all matters incidental thereto in terms of the applicable legislation and in accordance with a structured pre-registration programme of practical training as determined by the Council.

NOTE: The programme is available at the Council's office and must be completed and followed by the tutor and pharmacist intern.

- 5.2 During the course of this contract, the **TUTOR** shall ensure that he/she remains on the registers of Council and refrain from performing any acts, which may cause prejudice to the **PHARMACIST INTERN**.

NOTE: Where a pharmacist intern's rights are prejudiced through wrongful conduct of a tutor, such conduct shall be reported to the Council for investigation in terms of the regulations relating to the conduct of inquiries held in terms of Chapter V of the Pharmacy Act, 1974 (Act 53 of 1974) by the pharmacist intern.

6. REMUNERATION*

As remuneration for services to be rendered by him/her in terms of this contract, the approved pharmacy/provider of a qualification in pharmacy shall pay to the **PHARMACIST INTERN**:

- 6.1 a salary of R.....per month, which shall be paid monthly on the last day of each month;
- 6.2 such higher salary as may be laid down from time to time under any law applicable on the same terms and conditions set out in clause 6.1 above.

7. ATTENDING TO THE BUSINESS OF THE TUTOR

During employment in terms of this contract the **PHARMACIST INTERN** shall not be employed in any trade, business or undertaking other than that of the **TUTOR**; except where such employment forms part of the internship programme.

8. LEAVE, SICK LEAVE AND ABSENCE*

8.1 Leave

The **PHARMACIST INTERN** may be entitled to 21 working days leave, on full pay, which leave shall be taken in accordance with an agreement between the **TUTOR** and **PHARMACIST INTERN** or if there is no agreement, at a time determined by the **TUTOR** in accordance with section 20(2) of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

NOTE: This period(s) of leave shall be granted during the internship period of twelve months referred to in clause 4.

8.2 Sick leave

The **PHARMACIST INTERN** shall be entitled to 12 days sick leave as per the provisions of the Basic Conditions of Employment Act, 1997. Where the **PHARMACIST INTERN** absents himself or herself from work for more than 2 consecutive days or on more than two occasions during an 8-week period and does not produce a medical certificate, the **TUTOR** shall not be required to pay the **PHARMACIST INTERN** the remuneration referred to in clause 6 *supra* for such period of absence.

8.3 Family responsibility leave

In addition to annual leave and sick leave, the **PHARMACIST INTERN** who has been in the employment of an approved pharmacy/provider of a qualification in pharmacy for longer than four (4) months shall be entitled to three (3) days family responsibility

leave provided the events contemplated in section 27(2) of the Basic Conditions of Employment Act, 1997 exist and reasonable proof is furnished to the **TUTOR** in respect of the leave requested.

8.4 Maternity Leave

The **PHARMACIST INTERN** shall be entitled to maternity leave in accordance with section 25 of the Basic Conditions of Employment Act, 1997 subject to compliance with clause 8.6 relating to the extension of the duration of the internship contract.

8.5 Study Leave

The **PHARMACIST INTERN** registered at an institution for purposes of further studies shall be entitled to one day special leave with full pay for purposes of preparing for and writing approved examinations where proof of such examinations has been submitted to the **TUTOR** and Council.

The study leave shall be granted on the basis of one day special leave with full pay for each day vacation leave with full pay. In the event that the **PHARMACIST INTERN** has no vacation leave to his/her credit, the study leave referred to will not be considered.

8.6 Extension of duration of contract

8.6.1 The duration of this contract shall be extended beyond the period referred to in clause 4 by one additional working day for every working day upon which the **PHARMACIST INTERN** absents himself/herself from the approved pharmacy/provider of a qualification in pharmacy over and above those working days where leave of absence is granted in terms of clauses 8.1, 8.2 and 8.3 *supra*.

8.6.2 Absence of the **PHARMACIST INTERN** from the pharmacy/provider of a qualification in pharmacy which gives rise to the extension of the duration of this contract in terms of clause 8.6.1 *supra* shall in every instance be reported by the **TUTOR** to the Council, in which event the employment of the **PHARMACIST INTERN** in terms of this contract shall endure for that further period contemplated in clause 8.6 1 *supra*.

8.6.3 The provisions of clauses 8.6.1 and 8.6.2 above have been inserted in this contract without prejudice to the **TUTOR'S** right to cancel this contract in the event of the **PHARMACIST INTERN** absenting himself/herself from the approved pharmacy/provider of a qualification in pharmacy without legal cause.

9. DISCONTINUANCE OF PRACTICE

In the event of the discontinuance of his/her practice as a pharmacist in the Republic for any reason whatsoever, the **TUTOR**:

9.1 shall not be liable for compensation of any nature whatsoever to the **PHARMACIST INTERN** or his/her successors in title;

9.2 shall so far as lies in his/her power, endeavour to find some other pharmacist approved by Council for purposes of training pharmacist interns or “approved as a tutor” who shall be willing to accept the cession of this contract for the remainder of its duration.

9.3 shall in accordance with the Act cede this contract for the remainder of its duration to a pharmacist and approved as a tutor.

10. PREMIUM NOT PERMITTED

No premium or other consideration whatsoever shall be paid to the **TUTOR** by the **PHARMACIST INTERN** or any other person whatsoever in respect of this contract. The payment of such premium or consideration shall invalidate this contract.

11. AMENDMENTS TO CONTRACT

11.1 No alteration, variation or waiver of any provision of this contract shall be of any force or effect unless it is recorded in writing and signed by the parties hereto and approved by Council.

11.2 This contract shall become null and void if the **PHARMACIST INTERN** fails to comply with the registration requirements for a pharmacist intern as stipulated in the Act.

11.3 The parties to this agreement may not enter into any additional agreement(s) with each other regarding the subject matter hereof.

SIGNED	AT	
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On this		Day of		2	0		
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SIGNATURE		SIGNATURE	
TUTOR		WITNESS	
SIGNED	AT		

On this		Day of		2	0		
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SIGNATURE		SIGNATURE	
INTERN		WITNESS	

Please note:

* The requirements of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) must be adhered to.