South African Pharmacy Council
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Form is valid for **2027** only

CONTRACT FOR PRACTICAL TRAINING OF A PHARMACIST INTERN

1. Contract for practical training of a Pharmacist Intern (Contract) made and entered into by:

_____ **P** | | | | | |

(hereinafter referred to as the **TUTOR**)

of (tutor's physical address as it appears in the register):

_____

_____ | Code | _____

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

_____ **Y** | | | | | |

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

_____

_____ | Code | _____

Email Address: _____

Business Tel. No: | | | | | | | | | | | | | | |

AND

_____ **P** | | | | | |

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

of (Pharmacist Intern's physical address as it appears in the register):

_____

_____ | Code | _____

Email address: _____

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 Contract that, notwithstanding the provisions of Regulations 3 and 4 of the *Regulations relating to pharmacy practice,* 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 Contract 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, 53 of 1974 (hereinafter referred to as "**the Act**"); the *Regulations relating to pharmacy education and training* (GNR.1156 of 20 November 2000 as amended), and the *Regulations relating to the practice of pharmacy* (GNR. 1158 of 20 November 2000).

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 not less than 12 (twelve) months commencing on

(Commencement Date)			/			/	2	0		

[**NOTE**: The date of commencement of the internship cannot be a date earlier than the date of registration as a pharmacist 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 intern 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 on the Council's website at https://www.sapc.za.org/Intern_Manual 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 as pharmacists and tutor, and is designated as practicing, and refrain from performing any acts, which may cause prejudice to the **PHARMACIST INTERN**.

[NOTE: Where a pharmacist intern's rights are prejudiced through the wrongful conduct of a tutor, such conduct shall be reported by the pharmacist intern 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*.]

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.

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 under the supervision of the TUTOR; except where such employment is with the consent of the TUTOR and is in terms of the *Regulations relating to the practice of pharmacy*.

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, 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** who is 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**.

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 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 or approval of the **TUTOR**.

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 the **TUTOR'S** in title;

9.2 shall as far as reasonably possible, endeavour to find some other pharmacist approved by Council for purposes of training the pharmacist intern 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 who is approved as a tutor.

10. PREMIUM NOT PERMITTED

10.1 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.

10.2 Nothing contained in clause 10.1 shall prohibit an employer of a **TUTOR** from providing an incentive to such **TUTOR** for purposes of providing the duties of a **TUTOR** contained in clause 5 *supra.*

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**	

On this		**Day of**		**2**	**0**		

SIGNATURE	**SIGNATURE**
TUTOR	**WITNESS**

SIGNED	**AT**	

On this		**Day of**		**2**	**0**		

SIGNATURE	**SIGNATURE**

INTERN	WITNESS

Please note:

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