



PHARMACEUTICAL SOCIETY OF UGANDA

THE REPUBLIC OF UGANDA

THE EMPLOYMENT ACT, 2006

MODEL EMPLOYMENT CONTRACT FOR PROVISION OF PHARMACY SUPERVISION AND REGULATORY SERVICES

THIS CONTRACT is made this day of 20between of Plot P.O. Box ... Tel..... (Hereinafter referred to as “Employer”) the one part.

AND

.....OfTel:..... (Hereinafter referred to as “Employee”) of the other part.

The Employer and the Employee hereinafter referred to separately as the “Party” and jointly as the “Parties”

WHEREAS

- a) The Employer is an established business that requires the services of a duly qualified and registered pharmacist that include but are not limited to provision of pharmaceutical supervision and regulatory services, representation of the Employer in quality and drug regulatory matters with National Drug Authority (NDA) and in other regulatory activities (herein after referred to as “Pharmacy Services”),
- b) The Employee having represented to the Employer that he/she has the required qualifications, skills, competencies, and technical resources to provide the required Pharmacy Services; has agreed to provide the Pharmacy Services on the terms and conditions set forth in this Contract, and
- c) Both Parties have mutually agreed to enter into this transaction as well as represented and warranted to each other that they are legally capable of negotiating, executing and concluding these presents.

NOW THEREFORE the parties hereto hereby agree as follows:

1. EMPLOYMENT AND ACCEPTANCE

- a) The Employee hereby accepts such employment and agrees to render Pharmacy Services as well as permit the usage of his/her Certificate of Registration (COR) & Certificate of Practice (COP) for the benefit of the Employer in accordance with the terms of this contract.

- b) For avoidance of doubt, this is a non-exclusive contract and nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Employer and the Employee.

2. TERMS OF EMPLOYMENT

- a) The terms of Employee's employment pursuant to this Contract (the "Term") shall be for a period of..... years, renewable by both parties on such terms and conditions as shall be agreed by the Parties.
- b) The Employees work station shall be
- c) The Employee shall be required to be at the Employer's place of employment for a minimum number of.....hours per week.

3. PAYMENT

- a) In consideration of the Pharmacy Services offered by the Employee, the Employee shall receive a monthly salary of Ugx _____ (Uganda Shillings).
- b) During the subsistence of this Contract, the Employee shall be entitled to the following allowances and employment benefits;
 - i. _____
 - ii. _____
 - iii. _____
- c) Employer shall pay or reimburse Employee for all necessary and reasonable expenses incurred or paid by Employee in connection with the provision of Pharmacy Services under this Contract upon presentation of supporting information.

4. DUTIES/ RESPONSIBILITIES OF EMPLOYEE

The Employee shall perform his/her duties below with faithfulness, diligence and in accordance with best professional practices as stipulated by the bye laws, guidelines and standards set by the Pharmaceutical society of Uganda. The roles and responsibilities of the Employee in a retail/ wholesale pharmacy are as set out in the appendix attached hereto, which shall form part of this Agreement.

5. DUTIES/ RESPONSIBILITIES OF EMPLOYER

During the subsistence of this Contract, the Employer shall have the following duties and responsibilities;

- a) To pay the Employee the agreed salary and remuneration.
- b) To provide the Employee with work and access to its premises.
- c) To pay all taxes, duties, and levies imposed on the Employee, by all municipal, state or national government authorities, both within and outside the Republic of Uganda,

in connection with the provision of the Pharmacy Services to be supplied under this Contract. Proof of such payment shall also be availed to the authority.

- d) The Employer shall supply the Employee with any information or documentation at its disposal which may be relevant to the performance of this contract.
- e) Indemnify the Employee against any claims and proceedings arising from any actions, omissions and infringement by the Employer and his employees or representatives of such laws and regulations.

6. TERMINATION

- a) Either party may at any time terminate this Contract by giving the other Party forty five (45) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Contract. The notice period may be waived by both parties upon the occurrence of any of the following events or where either party;
 - i. becomes insolvent or bankrupt or enters into any Contracts with his/her creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
 - ii. fails to comply with a final decision reached as a result of arbitration proceedings;
 - iii. is unable as the result of Force Majeure, to perform a material portion of the Pharmacy Services for a period of not less than sixty days;
- b) Upon termination, the Employee shall be required to relinquish their position as a director in the Employer's business.
- c) Upon termination of the Contract pursuant to this clause, or upon completion of the Contract hereof; all rights and obligations of the Parties hereunder shall cease, except;
 - i. Such rights and obligations as may have accrued on the date of termination or expiration including outstanding remuneration; and
 - ii. Any right which a Party may have under the Governing Law.

7. SETTLEMENT OF DISPUTES

(a) The Parties shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Contract. Should the Parties fail to resolve the dispute amicably, the matter shall be referred for arbitration to the Pharmaceutical Society of Uganda.

8. GOVERNING LAW

This Contract shall be governed by the laws of the Republic of Uganda.

9. LAW APPLICABLE

The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Uganda.

10. EFFECTIVE DATE

This agreement shall come into effect on

IN WITNESS WHEREOF the parties hereto have set respective signatures this _____ day of _____ 20.....

Signed for and on behalf of the said
EMPLOYER

Signature:

Name:

Witnessed by:

Signature:.....

Name:.....

Signed for and on behalf of the said
EMPLOYEE

Signature:

Name:

Witnessed by:

Signature:.....

Name:.....

DRAWN BY

CR. Amany Advocates & Solicitors
CRAA House, Plot 118, Bukoto Street
P.O. Box 2263

KAMPALA

Appendix

PHARMACIST'S ROLES AND RESPONSIBILITIES IN A RETAIL/WHOLESALE PHARMACY

1 Regulatory affairs activities

- Conduct facility self-inspection audits using the PSU and NDA inspection checklists to assess for compliance to good Pharmacy practices at least once in every quarter
- Provide professional advice to the Pharmacy on regulatory compliance matters
- Prepare CAPAs (Correction Action and Preventive Action) plans in response to PSU and NDA audits.
- Prepare and file licensing and certification documents for the Pharmacy on an annual basis to PSU and NDA.
- Make notifications to PSU and NDA for any regulatory changes e.g. change in facility names, location, professional personnel etc.
- Implement any local or international drug alerts including product recalls, change in product literature such as adverse reactions, dosing etc.

2 Quality Assurance Activities

- Prepare standard operating procedures for the various operations at the Pharmacy and make reviews at least once in 2 years.
- Develop a Quality policy for the Pharmacy
- Conduct visual inspection of medicines to assess for any deterioration as per annexure PSU-08/A1 to identify any sedimentation, foreign particles, colour and odour changes, bleeding for creams, counterfeits, etc. This should be done at least once a week.
- Prepare a Pharmacy formulary and case management protocol for the various conditions and review at least once a year.
- Initiate dispensing logs and make reviews regularly for the following: appropriateness of therapy given, medication errors, drug interactions, appropriate drug counseling, appropriateness of dose, dispensing errors etc.
- Review the daily logs of temperature, cleaning and sign off as appropriate.
- Prepare and implement an annual training program of all staff.
- Ensure regular testing of products. Samples of various products should be taken from a risk based perspective and sent to an outside lab for analysis at least on yearly basis. An annual sampling and testing plan should be made. High risk products include those that have a high tendency of being counterfeited e.g antimalarials or being substandard e.g antibiotics. Both wholesale and retail Pharmacies should have these measures in place.

3 Supply Chain activities

- Pre-qualify all suppliers of medicines to the Pharmacy and ensure they meet the necessary requirements

- Approve the list of all medicines and supplies that can be purchased by the Pharmacy. This is necessary to avoid stocking of products that may be banned or unregistered.
- Assess for eligibility of any organization or person to purchase medicines from the Pharmacy to eliminate possibilities of medicines going into illicit channels or being abused especially for selected products such as narcotics or commonly abused products.
- Develop traceability mechanisms for each of the products to ensure that in the event of a recall or need for an investigation the supply chain can enable adequate traceability(Wholesale).
- Assess products for any suspected counterfeit or substandard products at least once in a fortnight using an appropriate visual inspection tool.
- Sensitize and provide medical information to organizations on any new drugs that may have come into the market (wholesale Pharmacy).
- Ensure good storage and warehousing practices are followed and develop a storage chart for the various classes of goods e.g. cold chain products, products to be stored away from light e.g. vitamins etc.
- Put in place and monitor systems to ensure adequate inventory stocks and timely replenishment.
- Advise management on purchase issues to ensure price optimization for products that are stocked.

4 Pharmaceutical care and medicine use activities

- Review, approve and Dispense prescriptions (if correct) for clients if not correct consult the prescriber.
- Provide prescribed drug information to patients specifically on indications, contra-indications, drug interactions, use, storage and disposal.
- Monitor for antibiotics resistance in your locally and educate the clients on the dangers of irrational use of antibiotics.
- Carry out Pharmacovigilance monitoring to detect any adverse events and patient responses always and report to NDA and PSU.
- Promote adherence to National treatment guidelines but at the same time make contributions to informing any updates to treatment protocols.
- Conduct drug utilization reviews specifically in institutional Pharmacies.
- Make follow up visits especially for patients with chronic conditions and develop and implement therapeutic drug monitoring plans.
- Conduct history taking including drug history for patients and maintain records and their confidentiality.
- Monitor vital signs of patients including blood pressure, pulse rate, breathing rate etc. for those on medications for chronic illnesses
- Drug administration of contraceptives and vaccines.
- Manage cost effectively simple common conditions such as malaria, URTI, UTI etc.

- Refer patients to clinics or hospitals or specific health cadres for better management
- Conduct vaccination activities and other disease prevention measures such as deworming, nutritional advise and hygiene etc.
- Prepare patient specific formulations as extemporaneous preparations.