**AGREEMENT BETWEEN PROPRIETER AND PHARMACEUTICAL PERSONNEL**

**THIS AGREEMENT** is made on this 26, November day of 2016 between Syed Umar Khyyam, Proprieter, Ma Medicine Shop, Muhammadpur, Dhaka-1207 (**Hereinafter referred** to as “the **PROPRIETOR”**), on the one part

and

Md. Mominur Rahman, S/O Md. Rouson Ali and Mst. Rujida Begum of 286/A Hormohon Sheel Street, Dhaka-1205 (**hereinafter referred** to as **“PHARMACEUTICAL PERSONNEL**”) of the other part:

**WHEREAS** the parties intend to carry on a business of pharmacist as provided under

the provisions of the Drug Act 1940 and Drug Rules 1945 (hereinafter referred to as the Act and Rules). The business of other dispensers shall be under the management of a **PHARMACEUTICAL PERSONNEL** as provided under the standards; and s/he shall be a registered A/B/C-grade pharmacy personnel with Pharmacy Council of Bangladesh (PCB).

**NOW THEREFORE** the **PROPRIETOR** and the **PHARMACEUTICAL PERSONNEL** agrees to run the business of Medicine Shop under the terms and conditions herein set:

1. Upon signing of this Agreement the **PROPRIETOR** and the **PHARMACEUTICAL PERSONNEL** shall together run and operate an establishment and business known as Ma Medicine shop.
2. At a salary or emolument stipulated in clause 3 of this Agreement, the

**PHARMACEUTICAL PERSONNEL** shall, with all speed and professional diligence, take the necessary steps to establish and efficiently run the said Medicine Shop, dealing with **PHARMACETIUCALS**. The “necessary steps” shall include obtaining from the

**Directorate General of Drug Administration** and other appropriate authorities the requisite licenses, permits and authorization and keeping the Medicine Shop within the standards, conditions and manner as contained in any written Act/Rules/Regulations/Standards for the time being in force governing the management, regulation and control of the business of a pharmacist and Medicine Shop.

1. Unless the **PROPRIETOR** is able to meet its expenses from funds generated by

the Medicine Shop, the **PROPRIETOR** shall supply adequate funds to meet the

following expenses:

1. Monthly salary/emoluments of Taka ……………………… (-------------------------) payable monthly to the **PHARMACEUTICAL PERSONNEL** in discharging functions as per clause 2 above.
2. The cost of rehabilitating or modifying the present premises and maintaining of the same as a modern Medicine Shop.
3. All other costs necessary or incidental to the running and maintaining

 the Medicine Shop.

1. All technical undertaking and professional shall be under the control and

management of the **PHARMACEUTICAL PERSONNEL**. However, the power to hire and fire as well as disciplining employees shall lie in the **PROPRIETOR.**

1. All personnel of the **PROPRIETOR** shall be under the control of the **PHARMACEUTICAL PERSONNEL** in their day-to-day functions.
2. The Agreement shall be for a period of twelve (12) months, and thereafter it

shall run on a year to year basis unless one of the parties gives a written notice

of not less than three (3) months to the other of his intention to discontinue the contract.

1. In the event the **PROPRIETOR** wishes to terminate the employment of a

Pharmacist before the period of twelve (12) months lapses, he shall notify the

Council in writing prior the decision, so that legal procedures as per laws and

regulations can be communicated to the **PROPRIETOR** followed by paying the

**PHARMACEUTICAL PERSONNEL** his salary remaining in the year.

1. The **PHARMACEUTICAL PERSONNEL** shall not terminate the contract of the Business of a pharmacist before the current period of 12 months unless s/he has given a written notice of not less than three (3) months to the proprietor about his intention.
2. The **PHARMACEUTICAL PERSONNEL** upon issuing notice of intention to terminate the

Agreement, the business of a pharmacist shall remain under his control and management until the notice lapses; and shall be entitled to monthly salary during the period of notice.

1. The **PROPRIETOR** shall meet the cost of drawing up this Agreement.

**IN WITNESS WHEREOF** the **PROPRIETOR** and the **PHARMACEUTICAL PERSONNEL** have executed this Agreement on the date and in the manner hereinafter appearing:

**SIGNED** and **DELIVERED**

by the said ………………………….…………

who is known to me personally/ ……………

introduced to me by ……………………….. **PROPRIETOR**

…………………………………………………

This ……… day of …………………………..

**Before me:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED** and **DELIVERED**

by the said …………………………………………

who is known to me personally/ …………………

introduced to me by ………………………………  **PHARMACEUTICAL PERSONNEL**

……………………………………………………

This ……… day of ……………………………….

**Before me:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_