

**MEMORANDUM OF AGREEMENT FOR THE TEACHING AND TRAINING OF
PROVISIONALLY REGISTERED PHARMACIST (PRP) ATTACHED TO *THE PREMISE
NAME* AT THE GOVERNMENT HOSPITALS AND HEALTH CLINICS**

This Agreement is made on this *date of stamp duty* day of *Month of stamp duty* 201*year
of stamp duty*

BETWEEN

THE GOVERNMENT OF MALAYSIA who for the purpose of this Agreement is represented by the Ministry of Health Malaysia having its address at Aras 12, Blok E7, Parcel E, Pusat Pentadbiran Kerajaan Persekutuan, 62590 Putrajaya (“**the Government**”) of the one part,

AND

The name of premise, a liberalized PRP training facility listed under the second schedule of the Registration of Pharmacists Act 1951, and for the purpose of this Agreement is represented by the *name of the premise owner having* its address at *full address of the premise*(“*premise name in short (PNIS)*”) of the other part.

The Government and *PNIS* may individually be referred to as “Party” or collectively as “the Parties”.

WHEREAS

- A. The Government Hospitals and Health Clinics belong to and are run by the Government, and the Federal Land Commissioner is the registered proprietor of the land and buildings on which the said Government Hospitals and Health Clinics (“the Facilities”) are situated;

- B. *PNIS* desires to make use of the Facilities for the purpose of teaching and training of PRP pursuing the training in *PNIS* (“The PRP”) and the Government has agreed to provide such Facilities to *PNIS* on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

“Provisionally Registered Pharmacist” or “PRP” means any person who is provisionally registered under Registration of Pharmacists Act 1951 and is not an employee of the Government;

“Pharmacy Degree Program” means the pharmacy program at the basic degree level offered by *write Not Applicable*

“Pharmacy Lecturer” include a qualified Pharmacist who is employed by *write Not Applicable*;

“Pharmacist” means any person who is fully registered under the Registration of Pharmacist Act 1951 [*Act 371*] and is an employee of the Government;

“Preceptor” means the Pharmacist appointed by the Government to assist in the teaching and training of a Provisionally Registered Pharmacist (“PRP”) attached to *PNIS* at the Facilities;

“Head of Pharmacy Department” means any person who is appointed by the Government to be in charge of specific duties in the Facilities;

“The Facilities” means the Ministry of Health Hospitals and Health Clinics as set out in Annexure A;

“Pharmaceutical Care” means a process through which a Pharmacist cooperates with a patient and other professionals in designing, implementing and monitoring a therapeutic plan that will produce specific therapeutic outcomes for the patient. Some of the activities related to this process are the taking of patient medication history , prescription screening and medication chart review, medication counseling and patient education with a focus on managing health or resolving drug related problems;

“Services” means Pharmaceutical Care services provided to the patient at the Facilities,; and

“Equipment” means all fixed assets provided by the government such as chairs, tables, beds, and *etc.*

2. PERIOD

2.1 This Agreement shall be for a period of five (5) years (“Agreement Period”) commencing from *The date MoA stamp duty* (“the Effective Date”) to *5 years from the date MoA stamp duty* (“the Agreement Expiry Date”), unless sooner terminated in the manner hereinafter provided.

2.2 *PNIS* may apply to the Government in writing for an extension of the Agreement Period not less than six (6) months prior to the Agreement Expiry Date if it intends to extend the Agreement Period for a further period. The Government shall have the absolute discretion whether or not to consider such application. The Parties may, as soon as reasonably practicable after the receipt of such application by the

Government, negotiate the terms and conditions of such extension not later than one (1) month prior to the Agreement Expiry Date. In the event the Parties fail to reach an agreement, this Agreement shall automatically expire on the Agreement Expiry Date.

3. SCOPE OF THE AGREEMENT

3.1 *PNIS* shall be allowed to use the Facilities as set out in **Annexure A** for the purpose of teaching and training of the PRP.

3.2 *PNIS* shall, upon written application to the Government and subject to the approval by the Government, be allowed to use the Facilities not listed in the **Annexure A** for the teaching and training of the PRP. The Government has an absolute discretion to decide on the written application by *PNIS*.

3.3 The PRP shall be allowed to carry out the Service under the control or supervision of a Preceptor.

3.4 The PRP may be allowed to carry out research required in the training, with prior written approval of the Government, provided that such research is carried out within all existing rules and regulations of the Government or any conditions as imposed by the Government pertaining to the conduct of the research.

4. REPRESENTATION AND WARRANTY

4.1 *PNIS* represents and warrants to the Government that –

- (a) it has the power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its business as contemplated by this Agreement;
- (b) it has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- (c) as at the execution date, neither the execution nor performance by it of this Agreement nor any transaction contemplated by this Agreement will violate in any respect any provision of –
 - i. its Constitution, statutes or rules; or
 - ii. any other document or agreement which is binding upon it or its assets.
- (d) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (e) this Agreement constitutes a legal, valid and binding obligation of *PNIS* and is enforceable in accordance with its terms and conditions; and
- (f) it has the necessary financial and technical capability to undertake this Agreement,

and *PNIS* acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

5. OBLIGATIONS AND UNDERTAKINGS OF *PNIS*

- 5.1 *PNIS* shall ensure that its PRP who have access to the premises of the Facilities observe, obey and comply with all orders, instructions, directions, rules, regulations and other requirements either given orally or in writing by the Government from time to time including the Code of Conduct as stipulated in **Annexure B** .
- 5.2 *PNIS* shall ensure that its PRP do not disclose to any unauthorized person any information relating to any patient or affairs of the Facilities including information as to any order, instruction, directive, rule, regulation or other requirement referred to in clause 5.4, except for the purpose of carrying out any obligation under this Agreement.
- 5.3 In the event there is any damage to or loss of any property of the Government which is directly, and solely or partly caused by PRP *PNIS*, *PNIS* shall be liable to compensate the Government for such damage or loss by meeting the reasonable costs of repairing or replacing the property as the Government may determine and the decision of the Government shall be final.
- 5.4 *PNIS* shall at all times during the Agreement Period maintain adequate insurance to cover its liability arising from the happening of any negligence by its PRP injury to patients or any other contingencies.
- 5.5 The Government may at any time, after giving twenty four (24) hours notice, require *PNIS* to withdraw the practice of any Pharmacy Lecturer, PRP from the Facilities, and *PNIS* shall withdraw such PRP, Pharmacy Lecturer forthwith.

6. USE OF THE FACILITIES

- 6.1 The Government may at any time terminate the use by *PNIS* of any of its Facilities listed in **Annexure A** when any of the Facilities cease operation or for any other reason as the Government deems necessary to protect the interest of the Government. In such an event, the Government shall not be liable to pay *PNIS* any compensation or damages.
- 6.2 *PNIS* shall ensure that the PRP shall identify themselves as PRP and obtain the patient's consent before taking a patient's medication history or carrying out any counseling, *PNIS* shall also ensure that the PRP shall not at any time give the impression to any patient that they are qualified pharmacist.
- 6.3 The Government shall not be liable for any injury, death, loss or damage occasioned to any patient or other person as a consequence of any service provided by the PRP, and *PNIS* shall be wholly liable for such injury, death, loss or damage, and shall indemnify the Government for any liability to any person for any such injury, death, loss or damage.

7. UTILISATION OF GOVERNMENT PERSONNEL

- 7.1 The Government may, upon request by *PNIS*, appoint a Preceptor to assist in the teaching and training of the PRP at premises providing Pharmaceutical Care services or by giving lectures and tutorials at the Facilities or at the premises of *PNIS*
- 7.2 Preceptor shall;
- (a) do so under the control and supervision of the Head of Pharmacy Department;

- (b) not be entitled to receive any remuneration from the Government;
- (c) be entitled to receive from *PNIS* such remuneration as may be mutually agreed by the Parties;
- (d) be provided by *PNIS* with all necessary equipment, instruments and the assistance of subordinate staffs, which are reasonably required in carrying out the teaching and training services; and
- (e) do so in accordance with any orders, instructions, directive, guidelines, rules and regulations and requirements issued by the Government either orally or in writing from time to time.

7.3 A Preceptor may use any medicine or medical equipment which is not available at the Facilities, but he shall do so with the consent of *PNIS* and at the expense of *PNIS*, subject to the written approval of the Government.

7.4 The medicine and medical equipment as referred to in clause 7.3 shall be provided and maintained, as the case may be, by *PNIS* and such medicine or medical equipment shall also be made available for the use of the Pharmacist at the Facilities.

7.5 *PNIS* shall ensure that the status of the Preceptor as a public officer employed by the Government shall in no way be prejudiced or otherwise affected during the period he/she provides the teaching and training services.

8. PHARMACEUTICAL CARE SERVICES

8.1 Subject to any existing written laws and being authorized in writing by the Director General of Health, a preceptor shall supervise the attachment of PRP for the purpose of providing the Services of the Facilities during this Agreement Period.

9. JOINT COMMITTEE AND JOINT MANAGEMENT COMMITTEE

- 9.1 There shall be established a Joint Committee chaired by the Director General of Health or any other personnel authorized by the Director General of Health who shall be responsible in the making of all decisions relating to the matters of policy in implementing this Agreement.
- 9.2 The Head of Pharmacy Department shall be responsible to give effect to and carry out such decisions in so far as they are relating to the Facilities, and it shall be the duty of the *the post of the owner of the premis e.g CEO/MD* of *PNIS* to carry out and give effect to these decisions in so far as they are relating to the administration of the teaching, training and discipline of the PRPs undergoing such teaching and training.
- 9.3 There shall be established a Joint Management Committee chaired by the State Director of Health who shall be responsible in supervising and implementing this Agreement.
- 9.4 The members of the Joint Committee and Joint Management Committee shall be determined by the Director General of Health.

10. TERMINATION

10.1 Termination by the Government

10.1.1 In the event *PNIS* without reasonable cause —

- (a) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement;

- (b) persistently neglect to carry out its obligations under this Agreement; or
- (c) defaults in performing its duties under this Agreement,

then the Government shall give notice in writing to *PNIS* specifying the breach or default and requiring *PNIS* to remedy such breach or default within thirty (30) days from the date of the notice. If *PNIS* fails to remedy the relevant breach or default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement by giving a notice in writing to *PNIS* with effect from such date as may be specified in the notice and the date shall be not less than six (6) months from the date of the notice.

10.1.2 Notwithstanding clause 10.1, if at any time during this Agreement Period, if *PNIS* ceases to be a liberalized PRP training facility listed under the second schedule of the Registration of Pharmacists Act 1951 or any other written law for the time being enforced, then the Government shall have the right to terminate this Agreement forthwith by giving *PNIS* notice in writing to that effect

10.1.3 Consequences of Termination by the Government

- (a) If the use of any of its Facilities is terminated by the Government pursuant to clause 6.1, or if this Agreement is terminated by the Government under and in accordance with clause 10.1, *PNIS* shall not be entitled to any compensation whether in the form of money or otherwise from the Government; and
- (b) The powers and rights granted by and the obligations in this Agreement shall terminate immediately.

10.2 Termination by *PNIS*

PNIS may terminate this Agreement in the event of the Government does not comply with any of the provisions of this Agreement, by notifying the Government of the non-compliance, where upon the Government shall secure its compliance within thirty (30) days of the receipt of the notification or within such longer period as may be specified in the notification or agreed upon between the Parties. In the event the Government fails to secure its compliance, the *PNIS* may terminate this Agreement.

10.2.1 Consequences of Termination by *PNIS*

If this Agreement is terminated by *PNIS* under and in accordance with the provisions of clause 10.2, *PNIS* shall not be entitled to claim from the Government any compensation in the form of money or in any other form whatsoever.

10.3 Upon termination of this Agreement under clauses 10.1 and 10.2, *PNIS* shall remove from the Facilities all its moveable properties including equipment, partitions and fixtures. Such removal shall be effected without causing any damage of any description to any building or other structure, or otherwise howsoever, and shall be completed on or before the date of the termination of this Agreement. If there is any damage, *PNIS* shall pay for the damages on or before the completion of such removal.

10.4 Termination on National Interest

(a) Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice in writing to that effect to *PNIS* (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest,

in the interest of national security or for the purposes of Government policy or public policy.

- (b) For the purpose of this clause, what constitutes “national interest”, “interest of national security”, “Government policy” and “public policy” shall be solely made and determined by the Government and such determination shall for all intents and purposes be final and conclusive and shall not be open to any challenge whatsoever.

10.5 Termination on Corruption, Unlawful or Illegal Activities

10.5.1 Termination

Without prejudice to any other rights of the Government, if *PNIS*, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that *PNIS*, may have with the Government, the Government shall be entitled to terminate this Agreement at any time, by giving an immediate written notice to that effect to *PNIS*.

10.5.2 Consequences of termination

- (a) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Government arising from such termination.

- (c) For the avoidance of doubt, the Parties hereby agree that *PNIS* shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

11. DISPUTE RESOLUTION COMMITTEE

- 11.1 Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a Dispute Resolution Committee comprising –
- (a) the Secretary General of Ministry of Health, Malaysia or his representative as the Chairman;
 - (b) one (1) representative to be appointed by the Government; and
 - (d) one (1) representative to be appointed by *PNIS*
- 11.2 The Dispute Resolution Committee may appoint an independent expert to give advice in any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.
- 11.3 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.
- 11.4 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed to by the relevant Parties within thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to Arbitration.
- 11.5 Each member of the Dispute Resolution Committee including the Chairman shall have one vote each.
- 11.6 Any decision of the Dispute Resolution Committee shall be binding on the Parties.

12. ARBITRATION

- 12.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties hereto, and failing such agreement, to be appointed on the application of either Party hereto by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to the arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding upon each Party.
- 12.2 All the disputes referred to the arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.
- 12.3 Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre or at such other venue as may be specified by the arbitrator and agreed upon by the Parties.
- 12.4 The reference of any matter, dispute or claim to arbitration pursuant to this clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

13. CONFIDENTIALITY

Except with the prior written consent of the Government, [PNIS](#) and its personnel, servants, agents or employees shall not at any time communicate to any person or body or entity, any confidential information disclosed to him for the purpose of the

provision of this Agreement or discovered by him in the course of the provision and performance of this Agreement, nor shall *PNIS* or its personnel, servants, agents or employees make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of this Agreement, nor shall *PNIS* or its personnel, servants, agents or employees make or cause to be made any press statement or otherwise relating to the Agreement nor publish or cause to be published any material whatsoever relating to the Agreement without the prior written approval of the Government. In the event of termination of this Agreement, the Parties agree that the provision of this clause shall continue to apply.

14. FORCE MAJEURE

14.1 Neither the Government nor *PNIS* shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of thereof) as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean –

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
- (b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- (c) natural catastrophes including earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced Agreementor could not reasonably have been expected to take precautions;
- (d) nuclear explosion, radioactive or chemical contamination or radiation;

- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
 - (f) riot, commotion or disorder, unless solely restricted to employees of *PNIS* or its personnel, servants or agents.
- 14.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this Agreement (or any part thereof), the Party shall inform the other Party immediately the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 14.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.
- 14.4 If this Agreement is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 14.5 Neither Party shall be entitled to rely upon the provisions above if either party reasonably determine that an Event of Force Majeure has not occurred.
- 14.6 For avoidance of doubt, the Parties shall continue to perform those parts of obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

15. WAIVER

Failure by any Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as a waiver of any right under this Agreement.

16. AUTHORISED REPRESENTATIVE

16.1 If anything is required to be done, or any document is required to be executed under this Agreement on behalf of the Government, the same may be done or executed by an officer of the Government authorized in writing by the Secretary General of Ministry of Health.

16.2 If anything is required to be done, or any document is required to be executed under this Agreement by or on behalf of *PNIS*, the same may be done by any representative authorized in writing by the Board of Director of *PNIS*

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The copyright, patents and all other proprietary rights whatsoever in the research done and other material developed by *PNIS* pursuant to or under this Agreement shall vest in and shall be the sole property of the Government and *PNIS* shall not during, or at any time or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government thereof. The proprietary rights shall vest in the Government free and clear of all liens, claims and encumbrances.

- 17.2 *PNIS* shall be responsible for any claim that the equipment used infringes a patent, copyright or registered design.
- 17.3 *PNIS* shall indemnify the Government against any claim for the infringement of any patents, copyrights or registered designs by the use of any equipment under this Agreement and against all costs and damages which the Government may incur in any action for such infringement or for which the Government may become liable in any such action.
- 17.4 If the Government's use or possession of the equipment is likely to constitute an infringement, then *PNIS* shall promptly and at its own expenses procure for the Government the right to continue using and possessing the equipment or *PNIS* shall promptly and at its own expenses modify or replace the equipment so as to avoid the infringement in which event *PNIS* shall compensate the Government for the amount of any direct loss or damage sustained or incurred by the Government during such modification or replacement.

18. INDEMNITY

- 18.1 *PNIS* shall indemnify and keep indemnified the Government from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal costs), charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from –
- (i) the negligent act, error or omission on the part of *PNIS* in the performance of the teaching and training of the Students;
 - (ii) any loss or damage to properties or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed by *PNIS* to any person and not caused by the negligent or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to properties or persons to the extent that the same is occasioned or contributed by the act, omission, neglect, breach or default of *PNIS* or its personnel, servants, agents or employees.

18.2 *PNIS* shall indemnify, protect and defend at its own costs and expenses the Government and its agents and servants from and against all actions, claims and liabilities arising out of acts done by *PNIS* in the performance of this Agreement including the use or violation of any copyright works or literary property or patented invention, article or appliances.

18.3 The obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

19. AMENDMENT OF THE AGREEMENT

This Agreement may, from time to time, be amended by the execution of a Supplementary Agreement between the Parties if the Parties have agreed to such amendment after consultation between themselves. Every Supplementary Agreement shall be executed by an authorized representative of the Parties hereto.

20. ASSIGNMENT

PNIS shall not assign or transfer to any person or body all or any of its rights or liabilities of this Agreement without the Government's prior written consent.

21. SUCCESSOR BOUND

This Agreement shall be binding on the successors in title of the Parties.

22. NOTICE

22.1 Any notice which is required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other address as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been served and received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting. If the day on which any notice deemed to be received fall on a Sunday or public holiday, such notice shall only be deemed to have been received on the next working day.

22.2 The notice shall be addressed to —

(a) if to the Government:

Director
State Health Department
Fill the address State Health Department

.....

Tel :

Fax :

(b) if to PNIS :

Fill the address of PNIS

.....

Tel :

Fax :

22.3 It shall be the duty of the Parties to notify the other Party if there is a change of address or entity by giving a written notice within fourteen (14) days of the occurrence of such change.

23. LAWS APPLICABLE

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

24. COMPLIANCE WITH THE LAW

PNIS shall comply with all applicable laws and with all directions, orders, requirements and instructions given to *PNIS* by any authority competent to do so under any applicable law.

25. STAMP DUTY AND COST

PNIS shall solely bear the stamp duties, legal cost and fees in the preparation and execution of this Agreement and anything incidental thereto.

26. TIME

Time whenever mentioned shall be of the essence of this Agreement.

[The rest of this page has been intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have here unto set their respective hands the days and years first above written.

SIGNED for and on behalf of

THE GOVERNMENT OF MALAYSIA)
)
) ()
) Director
) (Name of the state)
) State Health Department
) Ministry of Health Malaysia

In the presence of:

.....
()
Deputy Director (Pharmacy)
..... (Name of the state) State Health Department
Ministry of Health Malaysia

SIGNED for and on behalf of)
THE MD/CEO OF THE COMPANY)
)
)
)
)

In the presence of

Any personel in the company

CODE OF CONDUCT FOR *PNIS* PRP USING THE FACILITIES

1. A PRP of the *PNIS* is expected at all times to conduct himself in a proper and seemly manner that is unlikely to cause offence to members of the general public. In particular while attending the Facilities, a PRP must be dressed in a manner, acceptable to the clinical staff and patients, maintain clinical confidence absolutely, and at all times be courteous to every patient.
2. Attendance at teaching sessions:
 - i. Each PRP is required to attend all the appropriate teaching sessions and fulfill the training logbook for the component he is attached to; and
 - ii. A PRP who, for any reason, finds himself unable to attend to the facility that is appointed for the teaching and training of the PRP in any day of the stipulated period, obtain the prior approval of his preceptor in MoH facility, and where this is not possible, provide an acceptable explanation as soon as possible thereafter.
3. Each PRP must obey all the Laws of Malaysia and to conform to the expected norms of good conduct and behavior at the Facilities, including, during transportation to and from and during the teaching and training period of the PRP in the Facilities.
4. The PRPs are expected to treat the buildings, library books, apparatus and other facilities provided by *PNIS* and the Government with due care and respect. Any PRP who cause damage or break *PNIS*'s or the Government's properties will be required to pay for the costs of its repair or replacement.

5. Smoking of tobacco is prohibited in the premises of the Facilities.
6. The PRP attending the teaching sessions in the Facilities should at all times be in proper attire and wear the **PNIS** name tag and identification card.
7. At any time, a PRP must first identify himself/herself as a PRP and get the patients permission for any counseling to be carried out and he/she shall at no time give the impression to any patients that he/she is a qualified pharmacist
8. The PRPs are not allowed to examine a patient of the opposite sex unless a nurse or another person of that sex is in attendance.
9. All PRPs shall abide by all the rules, regulations and procedures of the Facilities.
10. All PRPs shall handle all patients' records in strict confidence and shall not divulge any information concerning patients' care to unauthorized personnel.
11. All PRPs shall follow the prescribed rules for infection control in the wards and clinics.