

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MAKRINA GILBERT MSANGI
(PROPRIETOR)

AND

JOHN ENOCK MRISHA
(PHARMACEUTICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 20 day of 09 2024

BETWEEN

MAKRINA GILBERT MSANGI (Name) of P.O.BOX 30399 Region PWANI
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

JOHN ENOCK MRISHA enrolled Pharmaceutical Technician
who will perform all the technical activities in the Pharmacy under pharmacist supervision
(hereinafter referred to as the Pharmaceutical Technician).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012 the Proprietor wishes to engage the professional services of a Pharmaceutical Technician to his business,

WHEREAS the Pharmaceutical Technician is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

WHEREAS the proprietor and Pharmaceutical Technician are desirous to enter into an agreement, to support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical Technician shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled as MAK G Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to operate a business of Pharmacist.

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

"Pharmacist" means a person registered as such under section 16 of the Act.

"Pharmaceutical Technician" means a person enrolled as such under section 23 of the Act.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 20 day of 09 2024 to 20 day of 09 2025

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above-named Pharmacy on the 21 day of 09 2024

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 4.1.1 The PROPRIETOR shall pay Monthly salary/emoluments of TZS. 300,000/= payable monthly to the PHARMACEUTICAL TECHNICIAN upon discharging his duties and functions as per this Agreement. At any event, the salary shall not be paid in advance.
- 4.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.
- 4.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.
- 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.1.5 Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council
- 4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

- 4.1.7 Follow up and implement on matters advised by a Pharmaceutical Technician and approved by Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 Shall ensure pharmaceutical services are provided with due care.
- 4.1.9 Shall ensure all proper records are maintained and managed well.
- 4.1.10 Shall ensure the use of reference and other relevant materials whenever necessary for provision of pharmaceutical services and operations.
- 4.1.11. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Pharmaceutical Technician.
- 4.1.11 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- 4.1.14 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical Technician.

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in Pharmaceuticals.

The Pharmaceutical Technician under personal supervision of a pharmacist
Shall have the following duties and obligations: -

- 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.2 Shall ensure services are provided are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.

- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 Shall perform any other duty as the council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of three (3) months to the other party of his intention to terminate this contract

The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

- 6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Pharmaceutical Technician from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Costs

The Proprietor shall meet the cost of drawing up this Agreement.

- 8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing

Signed and delivered by the parties at this 20th day of Sept 2024

SIGNED and DELIVERED

By the said.....MARRINA G. MBANGI

Who is known to me personally/.....

Introduced to me by.....

.....the latter known to me personally

This.....20th day of.....09 2024

In the presence of:

Name:.....SOPHIA I. SEVURI

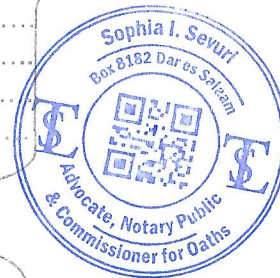
Designation:.....Advocate

Signature:.....S

Date:.....20/09/2024

[Signature]

PROPRIETOR



SIGNED and DELIVERED

By the said.....JOHN ENOCK MRISHA

Who is known to me personally/.....

Introduced to me by.....

.....the latter known to me personally

This.....20th day of.....09 2024

In the presence of:

Name:.....SOPHIA I. SEVURI

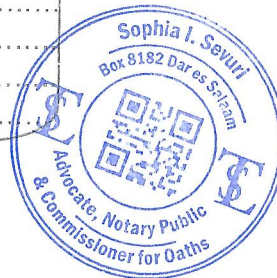
Designation:.....Advocate

Signature:.....S

Date:.....20/09/2024

[Signature]

PHARMACEUTICAL
TECHNICIAN





BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☐ MFAMASIA ☒ FUNDI DAWA SANIFU ☒ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP

1. Jina la mwanataaluma JOHN ENOCK MRISHA PIN 0408676

2. Namba ya simu 0614400800 barua pepe

3. Tarehe ya mwisho kuhuisha jina (Retention) 13-09-2024

4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

([http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)

[signup.php](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)) ☒ NDIYO, Stakabadhi Na. 991620070 ³⁵⁵ ☐ HAPANA

924252275462227

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi JOHN ENOCK MRISHA mwenye

taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo

MAK G

FIN D103022 lililopo katika

Wilaya ya UBUNGO Mkoani DAR-ESSALAAM

Sahihi EM Tarehe 20-09-2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ni hayosimamia

Jina na Sahihi Romany Janyene Tarehe 23/9/24

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Mahmoud Badik Kata ya Ubungu

Nadhibitisha kwamba Ndugu JOHN ENOCK MRISHA anaishi

langu mtaa/kijiji CHVO KIKU kuanzia mwaka 2023

Sahihi Afisa mtendaji

Tarehe

20/09/2024





BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKUUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☒ MFAMASIA ☐ FUNDI DAWA SANIFU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP

1. Jina la mwanataaluma PHILIPINA ANDREA PIN 0103715
2. Namba ya simu 0787 507072 barua pepe andrea.philipina@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 2024
4. Je, umehisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

([http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)

[signup.php](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi PHILIPINA ANDREA mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
MAK G FIN 0103022 lililopo katika
Wilaya ya UBUNGO Mkoani DARES SALAM
Sahihi Hayi Tarehe 20.09.2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ni hayosimamia

Muhuri KNY:
DMO

Jina na Sahihi Romana Lawrence Tarehe 23/9/24

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Mahmoud Basil Kata ya ubungu

Nadhibitisha kwamba Ndugu PHILIPINA ANDREA anaishi

langu mtaa/kijiji CHUOKIKU kuanzia mwaka 2023

Sahihi Afisamtendaji

Tarehe

20.09.2024

