

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST

This Agreement is made on this

01

day of

MARCH

2024

BETWEEN

WENCESLAUS A. MONTUÑO (Name) of P.O. BOX 1544 Region Davao

(hereinafter referred to as the PROPRIETOR) the expression which include his assignees,

agents or his legal representative of his business.

AND

EMANUEL I. MUSA

a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT).

WHEREAS the proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with section 43 of the act the proprietor wishes to engage the professional services of pharmacist to be in charge of his business.

WHEREAS the Superintendent 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 superintendent are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

WHEREAS the parties agree to establish and operate a business of a pharmacist styled as

MUTUNG

Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311

"Agreement" means the agreement between the parties to establish and operate a business of pharmacist.

"Business of Pharmacy or Pharmacist" includes professional pharmacy practice and any activity carried on by a personal in relation to medicines, medical devices or herbal

medicines;

"Pharmacy" means any approved premises where in 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.

"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 person during existence of changing or transferring power of ownership 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 01 day of March 2024 to 28 day of Feb 2025

3. **Commencement of Supervision**
the superintendent shall commence management and supervision of the above named pharmacy on the 01 day of March 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 800,000/- payable monthly to the SUPERINTENDENT upon discharging his duties and function as per this agreement. at any event, the salary shall not be paid in advance.
4.1.2 The salary/emolument shall be net of any applicable taxes and/or deductible employment benefit 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 insure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
4.1.5 Hire pharmaceutical personnel for providing service 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 Superintendent on professional and matters related to provision of good pharmaceutical services.
4.1.8 Shall insure pharmaceutical services are provided with due care.
4.1.9 Shall ensure proper records are maintained and managed well.

4.1.10 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.

4.1.11 Shall report to the Pharmacy Council on poor attendance, services provided or malpractices done by the Superintendent.

4.1.12 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.

4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Superintendent;

At a salary or emolument stipulated in clause 4.1.1 this agreement, the superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

The superintendent shall have the following duties and responsibilities:-

4.2.1 Shall obtain from the Pharmacy Council and other appropriate authorities collect the requisite license, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist

4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.

4.2.3 Shall implement and ensure that standards required for pharmacy and

Pharmaceutical properties are maintained in hire level at times.

4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.

4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy

and ensure day-to-day functions of the pharmacy abide to the law.

4.2.6 shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.7 Shall provide pharmaceutical service with due care.

4.2.8 Shall ensure all proper records are maintained and manage in accordance to good pharmacy practice standards.

4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

4.2.10 Shall report to the Pharmacy Council on any malpractices or violations done by the proprietor.

4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent logbook, PC logbook, dispensing register, leggers etc.

4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.

4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a superintendent and any other certificates from other authorities are conspicuously displayed in the premises.

4.2.15 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

Unless otherwise party, this Agreement shall be terminate 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 (6.2) and (6.2) shall prevent the Proprietor or Superintendent 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 01 day of 08 20 24

SIGNED and DELIVERED
By the said WENCESLAUS A. MUNGU

the latter known to me personally

Who is known to me personally

Introduced to me by

This 01 day of 08 20 24

In the presence of

Name Abel Byanshoko
Designation Advocate
Signature [Signature]
Date: 01/08/2024



SIGNED and DELIVERED

By the said Emmanuel L. Mushi

Who is known to me personally

Introduced to me by

the latter known to me personally

This 01 day of 08 20 24

In the presence of

Name Abel Byanshoko
Designation Advocate
Signature [Signature]
Date: 01/08/2024



SUPERINTENDENT

[Signature]

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMAASI



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 FMANUEL I. MUSTH PIN 0103577
2. Namba ya simu 0754891257
3. Tarehe ya mwisho kuhisha jina (Retention) 02 Feb 2024
4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? <http://196.45.42.57/pcmis.data/view/module/registration/pharmacist-signup>

☒ NDIO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI :- KUKIRI KWA MWANATAALUMA:

Mimi FMANUEL I. MUSTH
taaluma ya dawa ngazi ya MFAMASIA
kitaaluma katika jengo la kutolea huduma ya dawa katika Wilaya ya
Mjiniwa katika jengo la kutolea huduma ya dawa katika Wilaya ya
Temesa Mkoani DAR - ES - SALAM Tarehe 01/03/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nathibitisha kwamba mwanataaluma tajwa ni miongoni/si miongoni mwa wataaluma waliopo katika

halmashauri ninayosimamia

Jina na Sahihi

Shauki Bimba

Tarehe

DMO

Muhuri KNY:

SEHEMU YA TATU :- UTHIBITISHO WA MAKAZI:

ithibitishwe na : Afisa Mtendaji

jina la mtendaji (kata) MUSTH

Nathibitisha kwamba Ndugu MUSTH

langu mtaa/kijiji SANDAL

Sahihi Afisa Mtendaji

kuandaa mwaka

anaishi

MUSTH

kata ya

SANDAL

TEMEKE

FOR MUNICIPAL MEDICAL OFFICER

01/03/2024

Mtendaji

Muhuri

AFISA MTENDAJI KAJIA SANDAL

Tarehe

12/03/2024



THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect. 22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

EMMANUEL MUSHI

PIN NO: 0103577

Having complied with the provision of Section 22 of The Pharmacy Act, Cap 311

is entitled to practice as a Full Registered Pharmacist upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: 02 February 2024

Expires on: 31 December 2024

Registrar
Pharmacy Council



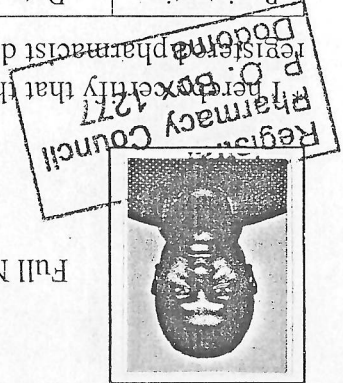
NOTES: (1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacists published annually by the Council and reference should thereafter be made to the current Published list for evidence as to continue registration.

(2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

Date 14th February 2024

0103577	PIN	Registration
2nd February, 2024	Date	
4th February, 1990	Date of Birth	
Tanzanian	Nationality	
P.O. Box 1370 Mwanza	Address	
Bachelor of Pharmacy	Qualification	
Catholic University of Health and Allied Sciences 2022	Place and Date of Qualification	

The following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.



CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, Cap. 311)

Full Name Emmanuel I. Mushi

THE UNITED REPUBLIC OF TANZANIA
THE PHARMACY COUNCIL

00002233

