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



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		
WMFAMASIA □FUNDI DAWA SANIFU □FUNDI DAWA MSAIDIZI □PHARM. DISP		
1. Jina la mwanataaluma RAHMA S. JUMA PIN 0102943		
2. Namba ya simu 0715-777575 barua pepe Vahjuwa tek@gmail (0)		
3. Tarehe ya mwisho kuhuisha jina (Retention) 31./60./.23.:		
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?		
(http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-		
signup.php) INDIYO, Stakabadhi Na HAPANA		
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:		
Mimi RAHMA S. JUMA mwenye		
taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya		
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo		
GLOBAL PHARMA (KLM) Ltd FIN 0200210 lililopo katika		
Wilaya ya MOSH MC Mkoani KILIMANJARO		
Sahihi Tarehe 21/03/24		
Uthibitisho wa Mfamasia wa Halmashauri		
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa		
wanataaluma waliopo katika halmashauri ninayosimamia Muhuri KNY: DMO		
Jina na Sahihi ROSEMARY PLUS PAR Tarehe 22/3/34		
Jina na Sahihi		
0,402		
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:		
Ithibitishwe na: Afisa Mtendaji		
Jina la mtendaji (Kata) Necena massawe Kata ya. Mawene		
Nathibitisha kwamba Ndugu. RAHMA S-TumA anaishi Muhuri Mtendaji ENDA Mtendaji ENDA Mtendaji ENDA Mtendaji ENDA		
langu mtaa/kijijihttps://www.kuanzia.mwaka		
Sahihi Afisamtendaji Tarehe		
Mtassame 21/03/2024		

THE MINISTRY OF HEALTH AND SOCIAL WELFARE PHARMACY COUNCIL

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

THIS AGREEMENT is made on this 1st day of December 2023 between Global Pharma (KLM) Ltd (Hereinafter referred to as "the PROPRIETOR"), on the one part and Rahma S. Juma of Moshi (hereinafter referred to as "THE SUPERINTENDENT") of the other part:

WHEREAS the parties intend to carry on a business of pharmacist as provided under the provisions of the Pharmacy Act, 2011 (hereinafter referred to as the Act). The business of pharmacist shall be under the management of a **SUPERINTENDENT** who is a **PHARMACIST** as provided under the Act; and he shall be a member of its Board of Directors who shall not act in a similar capacity for any other body corporate.

NOW THEREFORE the **PROPRIETOR** and the **SUPERINTENDENT** agrees to run the business of Pharmacist under the terms and conditions herein set:

- 1. Upon signing of this Agreement the **PROPRIETOR** and the **SUPERINTENDENT** shall together run and operate an establishment and business known as <u>Global Pharma (KLM) Ltd</u> Pharmacy.
- At a salary or emolument stipulated in clause 3 of this Agreement, the SUPERINTENDENT shall, with all speed and professional diligence, take the necessary steps to establish and efficiently run of the said pharmacy, dealing in PHARMACETIUCALS. The "necessary steps" shall include obtaining from the Pharmacy Council and other appropriate authorities the requisite licenses, permits and authorization and keeping the pharmacy within the standards, conditions and manner as contained in any written law for the time being in force governing the management, regulation and control of the business of a pharmacist.
- 3. Unless the **PROPRIETOR** is able to meet its expenses from funds generated by the pharmacy, the **PROPRIETOR** shall supply adequate funds to meet the following expenses:
 - Monthly salary/emoluments of T.shs 1,200,000 (Gross) payable monthly to the **SUPERINTENDENT** in discharging functions as per clause 2 above. 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.
 - b) The cost of rehabilitating or modifying the present premises and maintaining of the same as a modern pharmacy.
 - c) All other costs necessary or incidental to the running and maintaining the pharmacy.
- 4. All technical undertaking and professional shall be under the control and management of the **SUPERINTENDENT**. However, the power to hire and fire as well as disciplining employees shall lie in the **PROPRIETOR**.

- 5. All personnel of the **PROPRIETOR** shall be under the control of the **SUPERINTENDENT** in their day-to-day functions.
- 6. The Agreement shall be for a period of seven (7) 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 remove himself from the business of pharmacist when the current twelve (12) months period lapses and this notice has to be written to the Registrar, Pharmacy Council in writing through the other part.
- 7. In the event the **PROPRIETOR** wishes to terminate the Business 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 **SUPERINTENDENT** his salary remaining in the year.
- 8. The **SUPERINTENDENT** shall not terminate the contract of the Business of a Pharmacist before the current period of 12 months unless he has written a ninety (90) days notice to the Registrar through the proprietor about his intention.
- 9. The SUPERINTENDENT 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.
- 10. The **PROPRIETOR** shall meet the cost of drawing up this Agreement.
- The Pharmacy Council will accept additional clauses but this Agreement is a standard one.

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

SIGNED and DELIVERED by the said

Neel Kiran Jakhariya

who is known to me personally/
introduced to me by

PROPRIETOR

Global Pharma (KLM) Ltd.
(Rushi Branch)
Plot No. 38,
Boma Road, Moshi

Before me:

Name: IBRAINA

Signature:

Date:

2

Rahma S. Juma who is known to me personally/ introduced to me by This 1st day of December 2023	SUPERINTENDEN'
Before me:	