

## PHARMACY COUNCIL



**APPLICATION FOR ALTERATION**  
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,  
Pharmacy Council,  
P.O. Box 1277,  
Dodoma.

**APPLICATION FOR CHANGE OF:**

- |                       |                                     |
|-----------------------|-------------------------------------|
| 1. PREMISES LOCATION  | <input type="checkbox"/>            |
| 2. BUSINESS NAME      | <input checked="" type="checkbox"/> |
| 3. BUSINESS OWNERSHIP | <input checked="" type="checkbox"/> |

**SECTION A: APPLICANT CURRENT INFORMATION:**NAME OF PREMISES: HIFRADE PHARMACY FIN.                     TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐**PHYSICAL ADDRESS:**

Plot No. - Street MUUNGANO Ward MKONZE  
 District/Municipal DODOMA CC Region DODOMA  
 POSTAL ADDRESS: P.O. BOX 451 Contact No. 0915  
 E-mail: hifradepharmacy@gmail.com

**OWNERSHIP:**

Directors (Names): 1. ANNA SHABANI Qualification POLICEMAN  
 2.                      Qualification                       
 3.                      Qualification                     

**SUPERINTENDANT INFORMATION:**

Full Name: AUGUSTINO MATHIAS MALAMBA PIN: 0103401  
 Residential Address: P.O. BOX 451 Tel:                      Email:                       
 Contract commencement date: 01/10/22 Cessation date 01/10/24

**SECTION B: PROPOSED CHANGES:**NAME OF THE NEW PREMISES: INDEO PHARMACY - MKONZE BRANCHTYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐**PHYSICAL ADDRESS:**

Plot No. - Street MUUNGANO Ward MKONZE  
 District/Municipal DODOMA CC Region DODOMA  
 POSTAL ADDRESS: P.O. BOX 2100 CONTACT No. 0762141922

991620272561

**NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)**

Directors (Names):

1. WILFRED C. MASAU Qualification: Accountant
2. \_\_\_\_\_ Qualification: \_\_\_\_\_
3. \_\_\_\_\_ Qualification: \_\_\_\_\_

**SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)**

Full Name: JOSEPH CHRISTIAN CHILALA PIN: 0103442

Residential Address: 200 DODOMA Tel: 0743664167 Email: chilala.joseph.937@gmail.com

Contract commencement date: 02nd sept 2024 Cessation date: 01st sept, 2025

**SECTION C: REASON(S) FOR PARTICULAR ALTERATION**

1. Job reallocation to another Region.
2. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SECTION D: APPLICANT INFORMATION**

Name of Applicant: WILFRED C. MASAU

(Contact/email if different from the above)

Address: P.O. Box 200 DODOMA Tel: 0762141922 E-mail: wtayematu@gmail.com

Signature of Applicant: W. Masau Date: 10th sept 2024

**SECTION E: APPLICANT DECLARATION**

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties.

Signature of Applicant: W. Masau Date: 10th sept 2024

**SECTION F: REQUIRED ATTACHMENT**

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE
2. Copy of lease agreement or title deed
3. Memorandum of Understanding
4. Certificate of registration from BRELA
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	: 924254275833310	
Received from	: INDEO PHARMACY	
Amount	: 200,000.00	
Amount in Words	: Two Hundred Thousand TZS And Zero Cent(s) Only	
Outstanding Balance	: 0.00	
In respect of	Item Description(s)	Item Amount
: 142202540104 - Application for change of name/ ownership - 1	200,000.00	
Total Billed Amount :		200,000.00 (TZS)
Bill Reference	: 16209254244534084104	
Payment Control Number	: 991620272561	
Payment Date	: 2024-09-10 10:27:09	
Issued by	: Zena Mango	
Date Issued	: 2024-09-10 13:49:25	
Signature		

**AGREEMENT FOR EMPLOYMENT TO PHARMACETICAL TECHNICIAN  
TO PROVIDE PHARMACEUTICAL SERVICES**

This Agreement is made on this 01<sup>st</sup> day of September 2024

**BETWEEN**

WIMBE S. MASAIN (Name) of P.O.BOX 7000 Region boboma  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

**AND**

ELIHAKI M. YUSUPH an enrolled pharmaceutical technician who provides pharmaceutical services

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

**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 a pharmaceutical technician are desirous to enter into an agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and conditions as hereinafter appearing;

**WHEREAS** the Parties agree that the pharmaceutical technician will be providing pharmaceutical services to a business of a pharmacist styled as INDED 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 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.



"Pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

#### Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 01<sup>st</sup> day of September 20 24 to 31<sup>st</sup> day of August 20 25

#### 2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 01<sup>st</sup> day of September 20 24

#### 3. Obligation of the Parties:

#### 4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 4.1.1 The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. 400,000/- payable monthly to the **Pharmaceutical technician** upon discharging his duties and functions as per this Agreement and 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 1<sup>st</sup> 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Shall ensure pharmaceutical services are provided with due care.
- 4.1.7 Shall ensure all 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, service provided or malpractices done by the pharmaceutical technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e 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 is signed by a superintendent.
- 4.1.15 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 provide pharmaceutical care and services to clients of the said pharmacy

**The pharmaceutical technician shall have the following duties and obligations: -**

- 4.2.1 Shall provide pharmaceutical service with due care.
- 4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.
- 4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice
- 4.2.4 Shall perform any other duty as the Council may determine.

#### **5. Termination**

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

This agreement may be terminated by either 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. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.2 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 Dar es salaam this 2<sup>nd</sup> day of September 2024

**SIGNED and DELIVERED**

By ..... the Said WIMES S. MASHU

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

Introduced ..... to me by ELIYAKI M. YUSUPH

..... the latter known to me personally

This 02<sup>nd</sup> day of Sept 2024

**In the presence of:**

Name SEDRICK ALLEN MBUNDA

Designation ADVOCATE

Signature [Signature]

Date 2<sup>nd</sup> Day of September 2024

W. Mashu

**PROPRIETOR**



**SIGNED and DELIVERED**

By the said ELIYAKI M. YUSUPH

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

Introduced to me by ELIYAKI M. YUSUPH

2<sup>nd</sup> ..... the latter known to me personally

This 2<sup>nd</sup> day of September 2024

[Signature]

**PHARMACEUTICAL  
TECHNICIAN**



**In the presence of:**

Name SEDRICK ALLEN MBUNDA

Designation ADVOCATE

Signature [Signature]

Date 2<sup>nd</sup> Day of September 2024



# MKATABA WA KUPANGISHA CHUMBA CHA BIASHARA

Mkataba huu umefanyika hapa Dodoma/Mkonze, Tarehe 01 Mwezi 09 Mwaka 2024

## BAINA YA

YONA RUBANO WAMI (MMILIKI WA JENGO) Mkonze, Wilaya ya Dodoma mjini- Dodoma.

(Ambapo katika Mkataba huu atajulikana kama ("Mpangishaji") kwa pande mmoja.

## NA

WITNESS STANLAUS MASAII wa S.LP 17048 (Ambaye Katika Mkataba huu atajulikana kama ("Mpangaji") kwa upande mwingine.

Kwa kuwa mpangishaji yuko tayari kupangisha chumba kilichopo ili kitumike kufanya Biashara na kwakuwa Mpangaji naye anataka kupanga chumba katika sehemu hiyo basi pande zote mbili wanakubaliana kwa masharti yafuatayo.

1. Kwamba Mpangaji atapanga chumba kimoja wapo au vyumba kadhaa vilivyopo eneo hili kwa ajili ya biashara.
2. Kwamba Mpangaji amechukua eneo lenye takribani SQ meta 34
3. Kwamba kodi ya pango itakuwa kwa mwezi Shilingi 250,000  
Na jumla kwa miezi ni Shilingi SITA (6) 1,500,000
- Aidha mara baada ya kumalizika kwa Mkataba huu wahusika wa mkataba waweza kuingia Mkataba mwingine mpya. Kiasi hiki kinalipwa wakati wa utiaji sahihi ya makubaliano ya mkataba.
4. Kwamba Mpangaji haruhusiwi kufanya makubaliano yoyote katika chumba alichopangishwa bila ruhusa ya maandishi kutoka kwa mpangishaji.
5. Kwamba kwa mkataba huu mpangaji haruhusiwi kumpangisha chumba mtu mwingine.
6. Kwamba mpangaji atawajibika kulipa maji, umeme gharama za uondoaji wa taka za aina zote ikiwemo maji choo.
7. Kwamba mpangishaji atakuwa na haki ya kuingia na kukagua chumba ili mradi tu atoe taarifa mapema ya ukaguzi huo kwa mpangaji.

8. Kwamba mpangaji atawajibika kutunza usafi wa mazingira aliyopanga ndani na nje yanayozunguka fremu hiyo na kutoa ushirikiano na wapangaji wenzake.
9. Kwamba kwa upande wowote utakaotaka kukatisha/kusitisha mkataba huu utatoa taarifa ya maandishi ya muda wa miezi mitatu ya kusudio hilo. Na mpangaji akiondoka bila notice ya miezi mitatu basi itabidi amfidie mpangishaji kodi ya miezi mitatu hata kama atakuwa ameshaondoka katika eneo analopanga.
10. Kwamba kodi iliyokwisha lipwa hairudishwi endapo mpangaji atavunja mkataba mwenyewe.

**KWA KUSHUHUDIA MAKUBALIANO HAYA:** (Pande zote mbili wameweka sahihi kama ifuatavyo)

**UMESAINIWA HAPA DODOMA**

Na YONA RUBANO WAMI

Ambao nawafahamu/wametambulishwa kwangu

  
MPANGISHAJI

na IBRAHIM DOITO LAURIAN..... Ambaye ninamfahamu leo ni tarehe  
01/09/2024.

Jina YONA RUBANO WAMI

Sahihi 

Anuani 1249

Wadhifu MWENYE NYUMBA

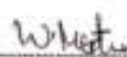
**UMESAINIWA HAPA DODOMA**

Na WITNESS STANISLAUS MASAU

Ambao nawafahamu/wametambulishwa kwangu

na PRISCA MATURA

Ambaye ninamfahamu leo ni tarehe

  
MPANGAJI

Jina WITNESS STANISLAUS MACAU

Sahihi W.Md

Anuani P.O.Box 17048

Wadhifu MPANGAJI



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

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

1. Jina la mwanataaluma JOSEPH CHRISTIAN CHILALA PIN 0303442
2. Namba ya simu +255 743604367 barua pepe chilalajoseph92@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-signup.php>) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi JOSEPH CHRISTIAN CHILALA mwenye  
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
FIN DODOMA lililopo katika  
Wilaya ya DODOMA (M) Mkoani DODOMA  
Sahihi [Signature] Tarehe 02/09/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Nicholas Nicholas Agopham Tarehe 02/09/2024  
  


SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) BAHATI MAMUWA Kata ya NKUHUNGU  
Nadhibitisha kwamba Ndugu JOSEPH CHRISTIAN CHILALA anaishi  
langu mtaa/kijiji AMANI kuanzia mwaka 2022

Sahihi Afisamtendaji

Tarehe

02/09/2024







## 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... ELIHAKI M. YUSUPH PIN 04 06714
2. Namba ya simu... 0764 591374 barua pepe elihaki.yusuph@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) Januari 2024
4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?  
(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

## SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... ELIHAKI M. YUSUPH mwenye  
taaluma ya dawa ngazi ya STASHAMADA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
INDEO PHARMACY FIN DODOMA lililopo katika  
Wilaya ya DODOMA Mkoani DODOMA  
Sahihi [Signature] Tarehe 01/09/2024

## Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Nicholas Nidhafano Tarehe 03/09/24  
[Signature]  
Muhuri KNY:  
DMO  
COUNCIL OF DODOMA  
CITY MEDICAL OFFICER  
OF HEALTH

## SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji ELIHAKI M. YUSUPH  
Jina la mtendaji (Kata) MAKOLE Kata ya MAKOLE  
Nadhibitisha kwamba Ndugu ELIHAKI M. YUSUPH anaishi  
langu mtaa/kijiji MAKOLE kuanzia mwaka 08/2024  
Sahihi Afisa Mtendaji Tarehe 03/09/2024  
[Signature]



CTIN: 1588537



# **TANZANIA REVENUE AUTHORITY**

## **CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)**

ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2019

### **THIS IS TO CERTIFY THAT WITNESS STANSLAUS MASATU**

**T/A INDEO PHARMACY**

**BRANCH: DODOMA CBD - MUUNGANO**  
HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**142-506-750**

**WITH EFFECT FROM: 20 AUGUST 2020**

**TRA LOCATION: DODOMA**

**TAX OFFICE: DODOMA**

**PHYSICAL LOCATION:**

**STREET / AREA: MUUNGANO**



  
**ALFRED T. MREGI**  
**COMMISSIONER FOR DOMESTIC REVENUE**

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF





TANZANIA

Form 5



No. 541665

## Certificate of Registration

*The Business Names (Registration) Act (Cap 213)*

I HEREBY CERTIFY THAT **INDEO PHARMACY** this 3<sup>rd</sup> day of **MAY** year **2023** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **541665** in the Index of Registration.

**GIVEN** under my hand at Dar es Salaam this 3<sup>rd</sup> day of **MAY TWO THOUSAND AND TWENTY THREE**.



*Deputy Registrar Business Names*

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.

## AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 02nd day of SEPTEMBER 2024

BETWEEN

WIMBA S. MASOTU (Name) of P.O.BOX 2000 Region BDPOMA  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

JOSEPH CHRISTIAN CHILALA 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 a 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 RETAIL 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 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.

"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 02<sup>nd</sup> day of September 20 24 to 02<sup>nd</sup> day of September 20 25

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 09<sup>th</sup> day of September 20 24

## 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. 700,000/= payable monthly to the **SUPERINTENDENT** via a **CRDB A/C 0152238696500** *{ which will increase as business progresses as per agreement }*
- 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 1<sup>st</sup> 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 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 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 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, service 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 of 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 obligations: -**

- 4.2.1 Shall obtain from the Pharmacy Council and other appropriate authorities collect the requisite licenses, 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, though Full time pharmacist is more preferable.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all 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 managed 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 logo, dispensing register, ledgers 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 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 **one (1) month** 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 Superintended 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 2<sup>nd</sup> day of September 20 24

#### SIGNED and DELIVERED

By the said WIMBE S. MAMU

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 02<sup>nd</sup> day of Sept 20 24

#### In the presence of:

Name: SEDRICK ALLEN MBUNDA

Designation: ADVOCATE

Signature: [Signature]

Date: 2<sup>nd</sup> Day September 2024

[Signature]

PROPRIETOR

#### SIGNED and DELIVERED

By the said JOSEPH CHRISTIAN CHILALA

Who is known to me personally/

Introduced to me by JOSEPH CHRISTIAN

CHILALA.....the latter known to me personally

This 02<sup>nd</sup> day of September 20 24

#### In the presence of:

Name: SEDRICK ALLEN MBUNDA

Designation: ADVOCATE

Signature: [Signature]

Date: 2<sup>nd</sup> Day of September 2024

[Signature]

SUPERINTENDENT





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

JOSEPH CHRISTIAN CHILALA

PIN NO: 0103442

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 2023

Expires on:31 December 2024

Registrar  
Pharmacy Council





00002095

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

# **CERTIFICATE OF FULL REGISTRATION**

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



Full Name

Joseph Christian Chitata

\* I hereby certify that 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.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN	Date					
0103442	2nd February, 2023	4th December, 1997	Tanzanian	P.O. Box 3002 Dodoma	Bachelor of Pharmacy	Mulimbili University of Health and Allied Sciences 2021

Date

24<sup>th</sup> February 2023

  
REGISTRAR

**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 Pharmacist 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.