



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

**Pharmacy Council**

Exchequer Receipt

**Stakabadhi ya Malipo ya Serikali**

Receipt No : 924026228990846

Received from : NODY'S PHARMACY MBEZI

Amount : 1,000,000.00

Amount in Words : One Million TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 143101010149 - Compound of Offences - COMPOUND OF OFFENCE		1,000,000.00

**Total Billed Amount : 1,000,000.00 (TZS)**

Bill Reference : 16211022240007750481

Payment Control Number : 991620236503

Payment Date : 2024-01-26 13:03:11

Issued by : Zena Mango

Date Issued : 2024-01-26 13:08:03

Signature : 

PHARMACY COUNCIL





THE UNITED REPUBLIC OF TANZANIA

PCF. 17



MINISTRY OF HEALTH

PHARMACY COUNCIL

NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A PHARMACY  
(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Changes to be Made: Superintendent ☒ Other Pharmaceutical Personnel ☐

A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY.

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy: NODY'S PHARMACY Facility Identification Number (FIN): 0100272  
Physical address: MREZI  
Street: AFRICANA Ward: KAWU District/Municipal: KIPONDOWI Region: DARES SALAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: NA PIN: NA Phone: NA  
Address: NA Email: NA

A.3. REASON(S) FOR CHANGE

ASSIGNMENT OF NEW SUPERINTENDENT

Time frame of notification: (As per Contract) Immediately Signature: D.K. Date: 11/2/2024

A.4. OWNER'S DETAILS

Full Name: Donald M. Kabakweba Phone Number: 0758343976  
Remarks: NA  
Signature: Donald Date: 23rd February 2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: MICHAEL V. SHADI PIN: 0101518 Phone Number: 0712295875 Email: mike.shadi@yahoo.com  
Physical address: MUKUMBE Ward: TOANGOMA District/Municipal: KIGAMBOJI Region: DARES SALAM  
Details of Previous pharmacy:  
Name of Pharmacy: ELMIRA PHARMACY FIN: 0101825 District/Municipal: UBUNGU Region: DARES SALAM

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached)

- (i) Copies of registration certificate and valid license to practice
- (ii) Contract Agreement/MOU
- (iii) Commitment Letter

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations: NA  
Full Name: NA Designation: NA Signature: NA Date: NA

D. NOTE;

Failure to acquire the services of another superintendent/Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.





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



BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKU MU 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 MICHAEL VINCENT SHAIKI PIN 0101598
2. Namba ya simu 0712295873 barua pepe mike.shaidi@yahoo.com
3. Tarehe ya mwisho kuhuisha jina (Registration) 2024
4. Je, umehuisa 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 EC1020221838491P ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi MICHAEL VINCENT SHAIKI mwenye  
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo  
NODY'S PHARMACY FIN 0100272 lililopo katika  
Wilaya ya KIPONDONI Mkoani DARES SALAM  
Sahihi Michael Tarehe 25<sup>TH</sup> JANUARY 2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma Michael Vincent Shaidi ni miongoni mwa  
wanataaluma waliopo katika halmashauri ni hayosimamia

KINONDONI MUNICIPAL COUNCIL  
DMO

Jina na Sahihi Afisa Mwendaji Tarehe 25/1/2024

SEHEMU YA TATU: - UTHIBITISHO WA WAKAZI:

Uthibitishwe na: Afisa Mwendaji

Jina la mtendaji (Kata) Mtaa REGINA M. GATHUA Kata ya TOANGOMA

Nadhibitisha kwamba Ndugu MICHAEL V. SHAIKI anaishi

langu mtaa MIKWAMBE kuanzia mwaka 2012

Sahihi Afisa Mwendaji

Tarehe

25/01/2024

Muhuri  
Mwendaji

AFISA MTENDAJI WAMTAA  
MIKWAMBE





NIZARA 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 EVANS SOSPETER PIN 0402391
2. Namba ya simu 0767 26695 barua pepe Kanyagweta5@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 30/08/2023
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>)

☒ INDIYO, Stakabadhi Na ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi EVANS SOSPETER mwenye  
taaluma ya dawa ngazi ya DIPLOMA YA FAMAASI nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la NODY'S PHARMACY kutolea huduma ya dawa iliitwalo  
FIN 0100272 lililopo katika  
Wilaya ya KINONDONI Mkoani DARES SALAAM  
Sahihi [Signature] Tarehe 25/01/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Orwin Sungu / Hk Tarehe 26/01/2024

For: MUNICIPAL MEDICAL OFFICER  
Muhuri KNY:  
KINONDONI MUNICIPAL COUNCIL

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ASHURA BWATAMU Kata ya GONGOLAMBO

Nadhibitisha kwamba Ndugu EVANS SOSPETER anaishi

langu mtaa/kijiji GONGOLAMBO kuanzia mwaka

Sahihi Afisamtendaji

Tarehe

25/01/2024

Muhuri  
Mtendaji

AFISA MTENDAJI KATA  
KATA YA GONGOLAMBO



REPUBLIC OF SOUTH AFRICA



MINISTRY OF HEALTH  
DEPARTMENT OF HEALTH  
101 CHURCH STREET, 2ND FLOOR, JOHANNESBURG 2001

SCHEMULE YA KWAZULU - TAPAKA ZA KWAZULU

1. ☐ IMPHAKA 2. ☐ IMPHAKA 3. ☐ IMPHAKA 4. ☐ IMPHAKA

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**AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST**

**BETWEEN**

**(PROPRIETOR)**

**AND**

**(SUPERINTENDENT)**

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 25TH day of JANUARY 20 2024

BETWEEN

**DONALD MWIJAGE KATAKWEBA** (Name) of P.O. BOX 8749 Region DAR ES SALAAM  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

**MICHAEL VINCENT SHAIDI** a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the **SUPERINTENDENT**) of another part.

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

**AND 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;

**AND 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;

**AND WHEREAS** the proprietor and superintendent (together referred as **the Parties**) are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

**AND WHEREAS** the Parties agree to establish and operate a business of a pharmacist styled as **NODY'S PHARMACY** Pharmacy.

**AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;**

## 1. Interpretation:

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

**Act** means the Pharmacy Act, [Cap 311 R:E 2002] Laws of Tanzania.

**Agreement** means this 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;

**"Council** means the Pharmacy Council established under section 3 of the Act.

**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.

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

**Proprietor** means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

**Registrar** means Registrar of the Council appointed under Section 11 of the Act

**Superintendent** means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under 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 three (3) months, commencing from the 25TH day of JANUARY 2024 to 25TH day of JANUARY 2025

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 25TH day of JANUARY 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 allowance/emoluments of **TZS 800,000** payable to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement.

- (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the **1<sup>st</sup> day** of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
- (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten (10)** days without any justifiable cause, the Superintendent shall treat such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.



- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the 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 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

#### 4.2 The Superintendent;

For an allowance 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 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 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 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 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

- 5.1 This Agreement shall be terminated:

(a) by automatic termination;

(b) by mutual consent, or

(c) by Notice

- 5.2 The Agreement may automatically be terminated:

(i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.

(ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.

Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.

- 5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.



- 5.4 The Agreement may be terminated by notice:
- (i) By either party by giving a one (1) month written notice to the other party of the intention to terminate the Agreement;
  - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

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

- 5.6 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 Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

## 7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

8. The 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 25TH day of JANUARY 2024

**SIGNED and DELIVERED**

By the said DONALD MWIJAGE KATAKWEBA

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

Introduced to me by .....

.....the latter known to me personally

This 25TH day of JANUARY 2024

  
\_\_\_\_\_  
**PROPRIETOR**

**In the presence of:**

Name:.....

Designation:.....

Signature:.....

Date:.....



**SIGNED and DELIVERED**

By the said MICHAEL VINCENT SHAIKI

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

Introduced to me by .....

.....the latter known to me personally

This 25TH day of JANUARY 2024

  
\_\_\_\_\_  
**SUPERINTENDENT**

**In the presence of:**

Name: .....

Designation:.....

Signature:.....

Date:.....



# AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 25<sup>TH</sup> day of January 20 24

BETWEEN

**DONALD MWIJAGE KATAKWEBA** of **P.O.BOX 8749** Region **DAR ES SALAAM**  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents  
or his legal representative of his business.

AND

**EVANS SOSPETER MAPESA** a recognized Pharmaceutical Technician who will perform  
all the technical activities in the pharmacy under the supervision of the pharmacist. (hereinafter  
referred to as the **Pharmaceutical Technician**)

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

**WHEREAS** in compliance with good pharmacy practice standards, 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 establish and operate a business of a pharmacist

**WHEREAS** the Parties agree to establish and operate a business of a pharmacist styled  
as **NODY'S** 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.

**Pharmaceutical Technician** means a person recognized as such under regulation 27 of the pharmacy (Pharmacy Practice) Regulations, 2012

**"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 25<sup>TH</sup> day of JANUARY 20 24 to 24<sup>TH</sup> day of JANUARY 20 25

## **3. Commencement of Supervision**

The pharmaceutical Technician shall commence management and supervision of the above-named Pharmacy on the 25<sup>TH</sup> day of JANUARY 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 stipend of 500,000 TZS. FIVE HUNDRED THOUSANDS SHILLINGS payable monthly to the **Pharmaceutical Technician** upon discharging his duties and functions as per this Agreement. At any event, the stipend **shall not be paid in advance**.
- 4.1.2 The stipend 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 adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

- 4.1.7 Shall ensure pharmaceutical services are provided with due care.
- 4.1.8 Shall ensure all proper records are maintained and managed well.
- 4.1.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.10 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.
- 4.1.11 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- 4.1.13 Shall be responsible for buying all reference materials
- 4.1.14 Perform any other duty as the Council may determine from time to time.

## **4.2 The Pharmaceutical Technician**

At a stipend 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 supervise the said pharmacy, dealing in Pharmaceuticals.

**The Pharmaceutical Technician 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 manage and undertake all technical and professional matters in the pharmacy.
- 4.2.3 Shall provide pharmaceutical service with due care.
- 4.2.4 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards
- 4.2.5 Shall report to the Superintendent Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.6 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

## 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 the parties and or any party upon issuing a written notice of one month to the other party of his intention to terminate the contract or one-month stipend in lieu thereof.

The written notice shall be addressed to the other party 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 on this 25<sup>TH</sup> day of JANUARY 2024

**SIGNED and DELIVERED**

By the said DONALD MWIJAGE KATAKWEBA, Who is known to me personally / .....

Introduced to me by ..... the latter known to me personally

This 25<sup>TH</sup> day of JANUARY 2024

In the presence of:

Name: .....

Designation: .....

Signature: D. S. Njau

Date: .....

  
\_\_\_\_\_  
PROPRIETOR



**SIGNED and DELIVERED**

By the said EVANS SOSPETER MAPESA

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

Introduced to me by .....

..... the latter known to me personally

This 25<sup>TH</sup> day of JANUARY 2024

In the presence of:

Name: .....

Designation: .....

Signature: D. S. Njau

Date: .....

  
\_\_\_\_\_  
PHARMACEUTICAL  
TECHNICIAN



