

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924187261120998

Received from : DOMINION CITY PHARMACY

Amount : 100,000.00

Amount in Words : One 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 - 0

100,000.00

Total Billed Amount :

100,000.00 (TZS)

Bill Reference

: 16211187243444154618

Payment Control Number : 991620257315

Payment Date : 2024-07-05 11:50:03

Issued by : Zena Mango

Date Issued

: 2024-07-05 11:55:50

Signature

.....

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL

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
2. BUSINESS NAME
3. BUSINESS OWNERSHIP

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SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: DOMINION CITY PHARMACY PIN: 0101820

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. 05 Street: Mungani Ward: KUNDUCHI

District/Municipal: KILIMONDOINI Region: DAR ES SALAAM

POSTAL ADDRESS: 13422 Contact No. 0719560462

E-mail: adamasa@gmail.com

OWNERSHIP:

Directors (Names): 1. HASSIR S. MUNGANI Qualification: BUSINESS WOMAN

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: ADAM OMARY

Residential Address: HASSANI

Contract commencement date: 1/05/2023

Cessation date: 30/06/2024

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES:

TYPE OF BUSINESS: Retail Pharmacy ☐ Wholesale Pharmacy ☐ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. Street:

Ward:

District/Municipal:

Region:

POSTAL ADDRESS:

CONTACT No.

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. Lazaro Mwaera Mwera PIN 0405829

2. Namba ya simu. 0744 65 2689 barua pepe. lazaro.mwaera@sjwari.com

3. Tarehe ya mwisho kuhisha jina (Retention). 15/12/2023

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) ☒ NDIYO, Stakabachi Na. EC102901404 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi. Lazaro Mwaera Mwera

taaluma ya dawa ngazi ya Fundi Dawa Sanifu nakiri kwamba nitafanya

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

FIN 0101820 lililopo katika

Wilaya ya Kipondani Mkoani PAR-25-5818AM

Sahih. Prof. / Dr. Tarehe 02/07/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri inayosimamia

Jina na Sahih. Dr. / Prof.

SEHEMU YA TATU: - UTHIBITISHO WA WAKAZI:

Ithibitishwe na: Afisa Mendaaji

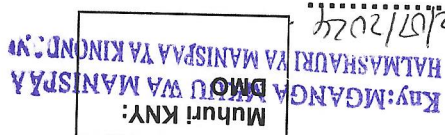
Jina la mtendaaji (Kata). ELIZABETH Mwaera Mwera Kata ya Masasi

Nadhibitisha kwamba Ndugu Lazaro Mwaera Mwera anaishi

langu mtaa/kijiji Mikochoro, kuanzia mwaka 2023

Sahih. Afisa Mendaaji

Tarehe 02/07/2024



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

BARAZA LA FAMASI



FORMU 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..... ADAM OTHARY PASA PIN 0100902

2. Namba ya simu..... 071456 0462 barua pepe adamwasa@gmail.com

3. Tarehe ya mwisho kuhisha jina (Retention)..... 22/07/2024

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, Stakabachi Na. EC102060769121P HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi: ADAM OTHARY PASA

taaluma ya dawa ngazi ya..... MATHIASA

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

DOMINION CITY PHARMACY FIN 0101820

Wilaya ya..... KINORDONI Mkoani

Sahiti: ~~PASA~~ Tarehe..... 21/7/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma taywa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri rinayosimamia

Muhuri KNY: DMO MANISPAA KNY: MGANGA MUKO MANISPAA HALMASHAURI YA MANISPAA YA KINORDONI Muhuri Mwendaji: 22/07/2024

Jina na Sahiti: Othary Pasu. /

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Itibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata): ELIZABETH MINGA

Nathibitisha kwamba Ndugu ADAM OTHARY PASA

langu mtaa/kijiji: Mikoro SHOP, kuanzia mwaka 2020

Sahiti Afisa mtendaji: 22/07/2024



AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this

day of

20 34

BETWEEN

FEELISTER & MURRAY (Name) of P.O. BOX

Region

DAR EL SALAM

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

Adam Omary Passa 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 Dominion City 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 04 day of 07 2024 to 30 day of 06 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 04 day of July 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 800,000/- TZS. SUPERINTENDENT 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 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 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 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 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 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

04 day of 07 20 24

SIGNED and DELIVERED

By the said STANLEY MINWAGISA

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 4th day of 20 24

In the presence of:

Name: GENEST PAUL MBEPERA

Designation: ADVOCATE

Signature: [Signature]

Date: 4th JULY 2024

SIGNED and DELIVERED

By the said Adam Omary

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 4th day of JULY 2024

In the presence of:

Name: GENEST PAUL MBEPERA

Designation: ADVOCATE

Signature: [Signature]

Date: 4th JULY 2024



SUPERINTENDENT

PROPRIETOR

AGREEMENT FOR EMPLOYMENT TO PHARMACEUTICAL SERVICES
TO PROVIDE PHARMACEUTICAL SERVICES

This Agreement is made on this

4

day of

07

20

2014

BETWEEN

EFFISIR & MURUGA (Name) of P.O. BOX Region DKR 65 SARAWAK
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,
agents or his legal representative of his business.

AND

LARRO MURUGA MURUGA
an enrolled pharmacist 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 DOMINION ATY 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 04 day of 07 to 04 day of 06. 20 25

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 04 day of 07

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. 500,000 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 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 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 Superintendent;

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 04 day of 07 2024

SIGNED and DELIVERED

By the Said REGISTER STANLEY MUMBAITA

Who is known to me personally/

introduced to me by

the latter known to me personally

This 4th day of JULY 2024

In the presence of:

Name

Designation

Signature

Date

SIGNED and DELIVERED

By the said 4th JULY 2024 MUMBAITA

Who is known to me personally/

introduced to me by

the latter known to me personally

personally

This day of 20

In the presence of:

Name

Designation

Signature

Date

4th JULY 2024



PHARMACEUTICAL
TECHNICIAN

[Signature]



PROPRIETOR

[Signature]