



THE UNITED REPUBLIC OF TANZANIA

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... PREMIER CARE OYSTERBAY Facility Identification Number (FIN)... 0100294
 Physical address: HATIE SELASIE RD Ward OYSTERBAY District/Municipal KINONDONI Region DARES SALAAM
 Street HATIE SELASIE RD

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name... MARTINE ALON PIN 0102294 Phone 0766353638
 Address... DAR ES SALAAM Email alonmartine640@gmail.com

A.3. REASON(S) FOR CHANGE

MUTUAL AGREEMENT

Time frame of notification: (As per Contract) 1 MONTH Signature [Signature] Date 29/05/2025

A.4. OWNER'S DETAILS

Full Name... M. A. AWADH Phone Number 0754783200
 Remarks...
 Signature [Signature] Date 29/05/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name... TECLA J. KESSY PIN 0102325 Phone Number 017074238 Email kessytecla@yahoo.com
 Physical address: MATOMONI Ward MATOMONI District/Municipal KINONDONI Region DAR-ES-SALAAM
 Street MATOMONI
 Details of Previous pharmacy: Name of Pharmacy - FIN - District/Municipal - Region -

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.....
 Full Name..... Designation..... Signature..... Date

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.



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 TECLA KESSY PIN 0102325
2. Namba ya simu 0717 074239 barua pepe Kessy.tecla@yahoo.com
3. Tarehe ya mwisho kuhuisha jina (Retention)
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 TECLA JOACHIM KESSY mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
PREMIER CARE PHARMACY FIN 0100294 lililopo katika
Wilaya ya ILALA Mkoani DAR-ES-SALAAM
Sahihi [Signature] Tarehe 06/06/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature]Tarehe 06/06/2025Muhuri KNY
DMO

[Signature]
HALMASHAURI YA JIJILI LA DSM

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ABDULLAH S. KIZEGA Kata ya KIGAMBONINathibitisha kwamba Ndugu TECLA JOACHIM KESSY anaishi
langu mtaa/kijiji KIGAMBONI kuanzia mwaka 2025

Sahihi Afisamtendaji

Tarehe

06/06/2025Muhuri
Mtendaji

[Signature] - CDO
AFISA MTENDAJI WA KATA
KIGAMBONI



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

TECLA J KESSY

PIN NO: 0102325

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:08 January 2021

Expires on:31 December 2025

*Registrar
Pharmacy Council*



AGREEMENT FOR OPERATION OF PHARMACY BUSINESS

BETWEEN

PREMIER CARE CLINIC LIMITED

(PROPRIETOR)

AND

THECLA JOACHIM KESSY

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A PHARMACY BUSINESS

This agreement is made on this 30th day of May 2025

BETWEEN

PREMIER CARE CLINIC LIMITED of P.O Box 220, 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

THECLA JOACHIM KESSY, a registered pharmacist duly licensed to practice in Tanzania and designated as the Superintendent Pharmacist responsible for supervising the pharmacy operations (hereinafter referred to as **"the Superintendent"**), of the other part

WHERE AS 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 or 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 **RETAIL PREMIER CARE Pharmacy**.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Interpretation:

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

"Act" means the Pharmacy Act, (Cap 31) R:E 2002) Laws of Tanzania

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

"Business of pharmacy of 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" mean 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.

“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 part either by way of sale, lease or any other form, which has the effect of charging 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 **30th day of May 2025** to **29th day of May 2026**

3. Commencement of supervision

This superintendent shall commence management and supervision of the above named Pharmacy on the **30th day of May 2025**

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 net payable to the **SUPERINTENDENT** up on discharging his duties and function as per this agreement.

a) Provided that she 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 1st day** of the following month, unless the delay in payment in communicated as the superintendent and has accepted to the delay.

b) Where the proprietor fails to pay 4 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 measures 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 will 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 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 personal 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 operation are in place, which include but not limited to availability of superintendent log book PC logo, dispensing register, ledgers ect.
- 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, 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 of 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 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 log dispensing register, ledgers ect.
- 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 o 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 property arranged and kept in compliance with good pharmacy practice standards.

5. Termination

- 5.1 This agreement shall be terminated
 - a) By automatic termination
 - b) By mutual consent of
 - c) By notice
 - d) Agreement may automatically be terminated
- 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 license 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 license 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 be 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 register for notification

- 5.5 Notification of termination of the contract to the register shall be accompanied with reason 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 in 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 the 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 30th day of May 2025

SIGNED and DELIVERED at Dares Salaam by the said
Premier Care Pharmacy who is known
To me personally/identified to me by
personally known to me this 30th day of May 2025

PREMIER CARE CLINIC LTD.
P.O. Box 120
DARES-SALAAM
PROPRIETOR

In the presence of

Name: Rebecca Mturi
Designation: Advocate
Signature: [Signature]
Address: P.O. Box 4590, Dares Salaam
Date: 05.10.6/2025



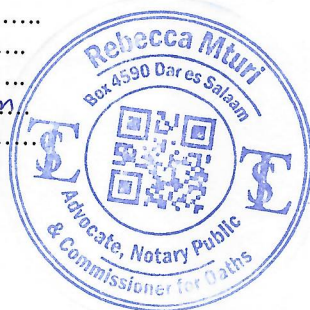
SIGNED and DELIVERED at Dares Salaam by the said

Theda Joachim Kessy who is known
To me personally/identified to me by
..... the latter being
personally known to me this 30th day of May 2025

[Signature]
SUPERINTENDENT

In the presence of

Name: Rebecca Mturi
Designation: Advocate
Signature: [Signature]
Address: P.O. Box 4590, Dares Salaam
Date: 30.10.5/2025



PHARMACY COUNCIL

PCF. 17



NOTIFICATION FOR CHANGE OF MANAGEMENT OF A PHARMACY
(Made under regulation 17(1) Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

A. TO BE COMPLETED BY THE SUPERINTENDENT AND OWNER

DETAILS OF THE PHARMACY

Name of the pharmacy... PREMIER CARE PHARMACY - OUSTERBAT BRANCH
Physical address:
Street... OUSTERBAT - HAWESSEASI RD Ward. MASAKI
District/Municipal... KINONDONI
Region... DAR-ES-SALAAM

DETAILS OF SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Name... BRENDA PROSPER MINJA
Registration Number... 0407805
Phone... 07 0627259321
Address... DAR-ES-SALAAM

REASON(s) FOR CHANGE

..... ASSIGNMENT

TIME FRAME: (Notify Registrar the time frame as per Contract)

Signature... B. P.
Date... 27/06/2025

OWNER REMARKS

Name... OMAR M. A. AWADH
Phone Number... 0754783200
Signature... PREMIER CARE CLINIC LTD.
Date... 27/06/2025
..... P.O. Box 220

DAR-ES-SALAAM

FOR OFFICE USE ONLY

INSPECTION/REGISTRATION DEPARTMENT OR ZONAL MANAGER

Recommendations.....
Name..... Designation..... Signature.....
Date.....

B. TO BE COMPLETED BY THE OWNER ONLY

NEW SUPERINTENDENT

Name of Superintendent THECLA JOACHIM KESSY

Physical address:

Street MAGOMENI

Ward MAGOMENI

District/Municipal KINONDONI

Region DAR - EL - SALAM

Contacts of previous Superintendent 0766 353638

Email of previous Superintendent aronmartin640@gmail.com

QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT (To be attached)

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

REASONS FOR CHANGING THE MANAGEMENT

MUTUAL AGREEMENT

C. FOR OFFICE USE ONLY

INSPECTION/REGISTRATION OR ZONAL

Recommendations.....

Name..... Designation..... Signature.....

Date.....

NOTE;

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

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. BRENDA PROSPER MINJA PIN 0407805
2. Namba ya simu. 0627259321 barua pepe brendaminja21@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention). 26/12/2024
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... BRENDA PROSPER MINJA mwenye
taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo
PREMIER CARE CLINICS PHARMACY FIN lililopo katika
Wilaya ya KINONDONI Mkoani DAR - RJ - JALAM
Sahihi [Signature] Tarehe 25 JUN 2025

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 Oswin Samia Tarehe 25/06/25
MUNICIPAL MEDICAL OFFICER OF HEALTH
KINONDONI MUNICIPAL COUNCIL

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Itibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Sauda R. Mkiwata Kata ya Ku

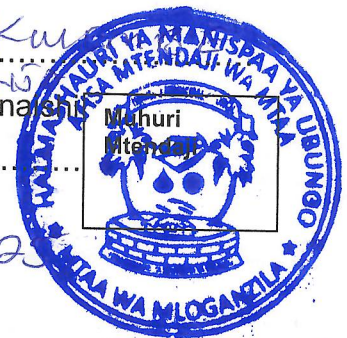
Nadhibitisha kwamba Ndugu BRENDA PROSPER MINJA anaishi

langu mtaa/kijiji MLOGANZILA kuanzia mwaka 2022

Sahihi Afisamtendaji

Tarehe

24/06/2025





THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

BRENDA P MINJA

PIN NO: 0407805

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311

is entitled to practice as a **Pharmaceutical Technicians** upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: **25 October 2023**

Expires on: **31 December 2025**

Registrar
Pharmacy Council



AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 05 day of 06 20 25.

BETWEEN

PREMIER CARE PHARMACY (Name) of P.O.BOX 220 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

BRENDA PROSPER MINJA enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter referred to as the **Pharmaceutical Technician**).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012 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 support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical Technician shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled as RETAIL Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to 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 enrolled as such under section 23 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 05 day of 06 20 25 to 05 day of 08 20 25.

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 05 day of 06 20 25.

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. 500,001-6 Net
payable monthly to the PHARMACEUTICAL TECHNICIAN 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 other 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 Pharmaceutical Technician and approved by 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 the use of reference and other relevant materials whenever 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.

4.1.11 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.

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

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

4.1.14 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 establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in Pharmaceuticals.

The Pharmaceutical Technician under personal supervision of a pharmacist
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 ensure services are provided are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.
- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 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 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 this 05 day of 06 20 25.

SIGNED and DELIVERED

By the said... PREMIER CARE PHARMACY

PREMIER CARE CLINIC LTD.
P. O. Box 220
DAR-ES-SALAAM

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 5th day of June 20 25

PROPRIETOR

In the presence of:

Name: Rebecca Muri

Designation: Advocate

Signature: [Signature]

Date: 05/06/2025



SIGNED and DELIVERED

By the said... BRENDA MINJA

Who is known to me personally/

Introduced to me by Toela Kessy

.....the latter known to me personally

This 05 day of 06 20 25

[Signature]

PHARMACEUTICAL
TECHNICIAN

In the presence of:

Name: Toela J. Kessy

Designation: Pharmacist

Signature: [Signature]

Date: 05/06/2025

+ (lawyer stamps.)