

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this

August

day of

23rd

2024

BETWEEN

KATI PHARMACY (Name) of P.O. BOX 65332 Region 44-65 (herein after referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

OFORO D. MAKUADI 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 a 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 whole sale 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 23rd day of August 2024 to 23rd day of JULY 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 23rd day of August 2024

4. Obligation of the Parties:

a. The Proprietor:

The proprietor shall have the following duties and responsibilities: -

i. The PROPRIETOR

shall pay Monthly salary/emoluments of TZS. 650,000/- SUPERINTENDENT upon discharging his duties and functions as per this Agreement payable monthly to the

ii. 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.

iii. Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

iv. Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

v. Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

vi. Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

vii. Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

viii. Shall ensure pharmaceutical services are provided with due care.

ix. Shall ensure all proper records are maintained and managed well.

- x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- xi. Shall cooperate with the Pharmacy Council on proper practice affairs whenever the need arise.
- xii. Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC log, dispensing register, ledgers etc.
- xiii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- xiv. Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- xv. Perform any other duty as the Council may determine from time to time.

b. 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: -

- i. 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.
- ii. Shall as much as possible ensure physical supervision of the said premises. Full time pharmacist is more preferable.
- iii. Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- iv. Shall manage and undertake all technical and professional matters in the pharmacy.
- v. Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- vi. Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- vii. Shall provide pharmaceutical service with due care

viii. Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards

ix. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

x. Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

xi. Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.

xii. 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.

xiii. Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

xiv. 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

a. In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

b. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

c. 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.

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 August day of 23rd

20 24

SIGNED and DELIVERED

By the said MICHAEL KASHI

Who is known to me personally/

Introduced to me by

the latter known to me personally

This day of

23rd 2024

In the presence of:

Name: PASTOR ADEOLA ADEGBALAN

Designation: PASTOR

Signature:

23rd August 2024

SIGNED and DELIVERED

By the said N. M. ALI

Who is known to me personally/

Introduced to me by

the latter known to me personally

This day of

23rd 2024

In the presence of:

Name: ADEOLA ADEGBALAN

Designation: PASTOR

Signature:

23rd August 2024



PROPRIETOR

[Signature]

SUPERINTENDENT

[Signature]

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 ☐ FHARMI DISP

1. Jina la mwanataaluma. **Oforo N. Makumbi** PIN **0100061**

2. Namba ya simu. **0765380951** barua pepe **oforo.makumbi@gmail.com**

3. Tarehe ya mwisho kuhisha jina (Retention). **2024-07-15**

4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(http://196.45.42.57/pouls_fgw/modulos/registro/registro.php)

☒ NDIYO, Stakabadhi Na. **924117263**. ☐ HAPANA **224907**

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi. **Oforo N. Makumbi**

taaluma ya dawa ngazi ya **M. FAMASIA** nakiri kwamba nitafanya

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

Wilaya ya **KINONDBANI** Mkoa **DAK-ES** SALARI

Sahiti **Wanataaluma** Tarehe **2024-08-23**

Uthibitisho wa Mfamasia wa Halmashauri

Nadhihusia kwamba mwanataaluma tajwa ni miongoni mwa

wanataaluma walopo katika halmashauri ninayodsimamia

Jina na Sahiti **FELISA NYONI** Tarehe **26/8/2024**

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata). **Lulu Sadi Atinga** Kata ya **AND**

Nathibitisha kwamba Ndugu. **Oforo N. Makumbi**

langu mtaka/kiji. **2024** kuanzia mwaka.

Sahiti Afisamtendaji

Tarehe **26/08/2024**





THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE



Name : Oforo Makundi

PIN : 0100061

Title : Pharmacist

Issued : 21 August 2019



For verification please scan the QR code above

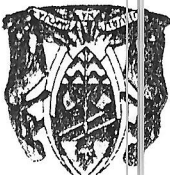
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REGISTRAR

P. O. Box 31818, Dar es Salaam, Tanzania.
 Tel: +255 22 245 1007
 Toll free/ 0800 11 00 15
 Email: info@pc.go.tz

If found please return to the above address.



THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

Nº 00002075

CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)

Ofcero N. Makundi

Full Name



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 No.	Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0067	24th Dec. 2003	26th Aug. 1952	Tanzanian	P.O. Box 8701 Dar es Salaam	Bachelor of Pharmacy	University of Dar es Salaam 1977

Date 19-07-2013

REGISTRAR

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

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 Pharmacists published annually by the Council; and reference should thereafter be made to the current published list for evidence as to continue registration.