Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	**: 924347296623035**
Received from	: ABBIE PHARMACY
Amount	: 200,000.00
Amount in Words	: Two Hundred Thousand TZS And Zero Cent(s) Only
Outstanding Balance	: 0.00

In respect of	Item Description(s)	Item Amount
: *142202540104 - Application for change of name/ ownership - 0*	**200,000.00**	
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16213347240726885553
Payment Control Number	**: *991620284148***
Payment Date	**: 2024-12-12 13:11:25**
Issued by	: Zena Mango
Date Issued	: 2024-12-12 13:14:14
Signature	: .....

PHARMACY COUNCIL

99162028414 8 change of name & ownership

200,000/=

PCF.14 Hamza

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 ☑

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: ABBIE PHARMACY FIN D101101

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

PHYSICAL ADDRESS:

Plot No. 190 Street: UBUNGO MAZIWA Ward UBUNGO

District/Municipal UBUNGO Region: DAR-ES SALAAM

POSTAL ADDRESS: BOX 65000 DSM Contact. No. 0712408432

E-mail: makule669@gmail.com

OWNERSHIP:

Directors (Names): 1. WILLYBROAD MASAWE Qualification: E.N.T. SPECIALIST

2. ..... Qualification: .....

3. ..... Qualification: .....

SUPERINTENDANT INFORMATION:

Full Name: FARAJ CHAMBUSO PIN: D1011 0101543

Residential Address: ..... Tel: ..... Email: .....

Contract commencement date: ..... Cessation date.....

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: PRIMEDO PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 190 Street UBUNGO MAZIWA Ward UBUNGO

District/Municipal UBUNGO Region .....

POSTAL ADDRESS: 999 DSM CONTACT. No. 0712408432

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. IRENE MUNGUATOSHA MAKEULE Qualification: PHARMACIST
2. ..... Qualification: .....
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: VICTORIA SHAGEMBE MICHAEL PIN: 1160

Residential Address: DSM Tel: ..... Email: .....

Contract commencement date: 1/12/2024 Cessation date 30/11/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. PHARMACY SOLD

2. .....

SECTION D: APPLICANT INFORMATION

Name of Applicant: IRENE MUNGUATOSHA MAKEULE

(Contact/email if different from the above)

Address: 999 DSM Tel: ..... E-mail: makeule669@gmail.com

Signature of Applicant ..... Date 22/11/2024

SECTION E: APPLICANT DECLARATION

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

Signature of Applicant ..... Date 22/11/2024

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

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

SALE AGREEMENT OF FIXTURES AND FITTINGS

This Agreement is Made this.....21st.....day of.NOVEMBER.2024

BETWEEN

WILLYBROAD AUGUSTINE MASSAWE of P. O. Box 33211 DAR ES SALAAM (Hereinafter referred to as the ***SELLER)*** of one part.

AND

IRENE MUNGUATOSHA MAKULE of Mbagala - DAR ES SALAAM (Hereinafter referred to as the ***BUYER***) of the second part.

WHEREAS the **SELLER** is the owner of Pharmacy Shop named **ABBIE PHARMACY** located at Ubungo Maziwa Street, within Dar es Salaam region.

NOW THEREFORE THIS AGREEMENT IS WITNESSETH AS FOLLOWS.

1. That, for a consideration of the sum ofTzs6,000,000/= (Six Million) hereinafter referred to as the "purchase price'', the seller hereby transfers all **fixtures and fittings** of Abbie Pharmacy to the buyer.
2. That, the purchase price shall be paid immediately before both parties have executed this agreement.
3. That, the said **fixtures and fittings** shall include; Five Aluminum Cupboards, All Wood shelves, One Air Condition, and One Entrance Door.
4. That, the seller allows the buyer to keep using the trade name **ABBIE PHARMACY** for 3months only after signing this agreement. After the lapse of that period, the buyer is **strictly prohibited** from using the said name.
5. The buyer shall keep using one chair, and one table, for the next 30days after signing of this agreement and then thereafter, the said chair and table shall be repossessed by the seller.
6. That this agreement shall be governed by the laws of the United Republic of Tanzania related to contract matters.

IN WITNESS WHEREOF, both parties have laid their signatures in the manner, day and year as it appears hereunder;

SIGNED and **DELIVERED** at Dar es Salaam by the said **WILLYBROAD AUGUSTINE MASSAWE** who is known to me personally/~~identified to me by~~..... the latter being known to me personally, in my presence this ..21ST.. day of .....NOVEMBER..... 2024

SELLER

BEFORE ME:

NAME: EVELYNE BOAZ BWAWATWA

SIGNATURE: .....

ADDRESS: P.O. BOX 9650

QUALIFICATION: **COMMISSIONER FOR OATHS**

EVELYNE BOAZ BWAWATWA ADVOCATE, NOTARY PUBLIC P.O. BOX 9650 DAR ES SALAAM

SIGNED and **DELIVERED** at Dar es Salaam by the said **IRENE MUNGUATOSHA MAKULE** who is ~~known to me personally/~~ identified to me by.....WILLYBROAD MASSAWE..... the latter being known to me personally, in my presence this ..21ST.. day of .....NOVEMBER..... 2024

BUYER

BEFORE ME:

NAME: EVELYNE BOAZ BWAWATWA

SIGNATURE: .....

ADDRESS: P.O. BOX 9650

QUALIFICATION: **COMMISSIONER FOR OATHS**

EVELYNE BOAS BWAWATWA ADVOCATE, NOTARY PUBLIC P.O. BOX 9650 DAR ES SALAAM

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

DECLARATION FORM FOR PHARMACY OWNERS WHO ARE PHARMACEUTICAL PERSONNEL

(Made under Section No. 43 (1) (a) of the Pharmacy Act 2011)

Cadre: Pharmacist ☑ Pharm. Technician ☐ Pharm. Assistant ☐ Pharm. Dispenser ☐

Owner's Responsibilities: Superintendent ☐ Other Pharmaceutical Personnel ☑

I IRENE MUNGUATOSHA MAKULE with Personal Identification Number (PIN) 010 1328 of Year 2016, residing at KIZUANI/TMK district, in DSM Region, Hereby declares that:

I am a Sole proprietor/~~shareholder~~ of pharmaceutical business named PRIMEDO PHARMACY, with Facility Identification Number (FIN) DID110 1 of year _____, located at UBUNGO District, DSM Region with a Business Tax Identification Number (TIN) 137-364-97 (**TIN Certificate to be attached**)***.

As the owner of the named pharmacy, I shall abide to all obligations as a proprietor and I will comply with the Laws, Regulations, Guidelines and Standards prescribed by the Council and other relevant authorities in running the business of a pharmacist.

In case I fail to adhere to these legislations, I shall be responsible and liable for being subjected to a professional misconduct.

Phone: 0712 40 84 32 Email Address: makule669@gmail.com

Signature: _____ Date: 12/12/24

NOTE: This form shall be a substitute of the **Contract agreement** to pharmacists / Other Pharmaceutical Personnel who owns a pharmacy at same time they are superintendent/practice as other pharmaceutical personnel in the pharmacy.

In this case, the owner shall abide to obligations/ scope of practice as stated under The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) Regulations, 2020.

*** **Mandatory**

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

NOTIFICE 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..... ABBIE PHARMACY ..... Facility Identification Number (FIN)..... 0101101

Physical address:

Street. UBUNGO MAZIWA Ward. UBUNGO District/Municipal. UBUNGO Region. DSM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name.... FARAJI CHAMBUSO ..... PIN ... 0101543 Phone.. 0789 213 595

Address..... Email.....

A.3. REASON(s) FOR CHANGE

..... PHARMACY SOLD AND THE NEW OWNER CHANGE THE SUPERINTENDENT .....

Time frame of notification: (As per Contract) ..... Signature. Date. 12/12/24

A.4. OWNER'S DETAILS

Full Name. IRENE MUNGUATOSHA MAKULE ..... Phone Number. 0712408432

Remarks. Pharmacy Sold and new owner change the superintendent

Signature. Date. 12/12/24

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name VICTORIA M. SHAGEMBE ..... PIN. D101160 Phone Number. 0682015395 Email. victoriashagembe@gmail.

Physical address:

Street. MWERA ..... Ward. SOMANGILA ..... District/Municipal. KIGAMBONI ..... Region. DAR-ES-SALAAM.

Details of Previous pharmacy:

Name of Pharmacy. KAGERE'S PHARMACY FIN. — District/Municipal. TEMEKE Region. DAR-ES-SALAAM

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.

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licencing Authority; TIN : 101-186-555
HALMASHAURI YA MANISPAA YA KINONDONI
MWANANYAMALA/ MWINJUMA ROAD
31902
DAR ES SALAAM

Tax Certificate Number:
131-0219-7348

Issuing Office: Kinondoni
Telephone: 022-2771841
Date of issue: 08 November 2024
Expiry Date: 31 December 2024

Taxpayer Name	**WILLYBROAD AUGUSTINE MASSAWE**		
Trading Name	**MAKMARO POLYCLINIC**		
Taxpayer Identification Number	**120-181-173**	Vat Registration Number	
Company Registration Number			

Business Premises located at :
REGION : DAR ES SALAAM,
DISTRICT : KINONDONI,
STREET : MAGOMENI IDRISA

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
2	Hospital activities

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
08 November 2024

Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MAMBO YA NDANI YA NCHI
JESHI LA POLISI TANZANIA

TAARIFA YA MALI ILIYOPOTEA

PHQ/DAR/UBU/263039/2024

Hii ni kuthibitisha kuwa

IRENE MUNGUATOSHA MAKULE

Nimetoa taarifa kituo cha polisi siku ya Friday,November 1st, 2024 kwamba mali iliyoainishwa hapa chini imepotea.:-

Aina ya Mali	Jina ya Mali	Nambari ya Mali
Nyingine	premises registration certificate	0101101

Maelezo Zaid
ilipotea

Nambari ya malipo :: *9910843206172*

Nambari ya kitambulisho :: *19780831151120000111*

MKUU WA JESHI LA POLISI(CPF)

Thursday, November 28th, 2024

NB: Lazima ieleweke wazi kwamba ripoti hii si ushahidi kwamba ripoti iliyowasilishwa na mlalamikaji ilikubaliwa na Kituo cha Polisi kama halali.

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 VICTORIA MICHAEL SHAGEMBE PIN 1160
2. Namba ya simu 0710-960573, 0682-015395 barua pepe vmshagembe@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)*.....
4. Je, umehuisha 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 VICTORIA MICHAEL SHAGEMBE mwenye taaluma ya dawa ngazi ya FAMASIA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ABBIE PHARMACY FIN 010101 . lililopo katika Wilaya ya UBUNGO Mkoani DAR-ES-SALAAM

Sahihi ..... Tarehe 13/11/2024

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 Werner Sanga **Tarehe** 20/11/24

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) JOSEPH BARONGO Kata ya SOMANGILA

Nathibitisha kwamba Ndugu VICTORIA MICHAEL SHAGEMBE anaishi langu mtaa/kijiji MWERA ,kuanzia mwaka 2021

Muhuri Mtendaji

AFISA MTENDAJI KATA SOMANGILA

Sahihi Afisamtendaji ..... **Tarehe** 15/11/2024

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. MICHAEL J. LUSIMBI PIN 0408754
2. Namba ya simu. 0685042937 barua pepe michaellusimbi@gmail.com.
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 31/12/2024
4. Je, umehuisha 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 Michael Jaekson Lusimbi mwenye taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ABBIE PHARMACY & COSMETICS FIN 010 1101 lililopo katika Wilaya ya Ubungo Mkoani Dar-es-Salaam.

Sahihi ..... Tarehe 10/12/24

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 Romana Lawena **Tarehe** 10/12/24

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata). DUNASIAN MALELA Kata ya..... KWA MAKUTI

Nathibitisha kwamba Ndugu MICHAEL JACKSON LUSIMBI anaishi

langu mtaa/kijiji..... KWAM ,kuanzia mwaka..... 2022

Muhuri Mtendaji

Sahihi Afisamtendaji **Tarehe** 06/12/2024

F.58

THE UNITED REPUBLIC OF TANZANIA

0000792 9

THE PHARMACY COUNCIL
CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)

Full Name ..... Michael J. Lusimbi .....

.....

*I hereby certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

Enrollment		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0408154	30th September, 2024	4th June, 1997	Tanzanian	P.O. Box 1107 Dar es Salaam	Diploma in Pharmaceutical Sciences	St. Joseph University in Tanzania 2020

Date..... 30th September 2024 .....

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annualy by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

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

Government Printer, Dsm

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

MICHAEL J LUSIMBI

PIN NO: 0408754

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:**04 October 2024**

Expires on:**31 December 2024**

Certified as True Copy of the Original
Eliada Basima Mukoko
Advocate, Notary Public & Commissioner for Oaths
Date: 31/10/2024

Registrar
Pharmacy Council

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

VICTORIA SHAGEMBE MICHAEL

PIN NO: 0101160

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 November 2014**

Expires on:**31 December 2025**

Registrar
Pharmacy Council

PCF. 7

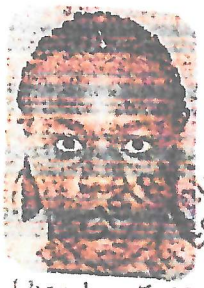
THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

№ 00002115

CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)



Full Name Victoria Shagembe Michael

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.	Registration Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
1160	8th November, 2014	22nd November, 1983	Tanzanian	P.O. Box 10049 Dar es Salaam	Bachelor of Pharmacy	Muhimbili University of Health and Allied Sciences 2013

Date 24th November 2014

Registrar

REGISTRAR
PHARMACY COUNCIL
P.O. BOX 9134, DAR ES SALAAM

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the holder 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.

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

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 22nd day of Nov 2024

BETWEEN

ABBIE PHARMACY **(Name) of P.O.BOX** — **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

VICTORIA MICHAEL SHAGEMBE a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the **SUPERINTENDENT**).

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

WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in charge of his business,

WHEREAS the Superintendent is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

WHEREAS the proprietor and superintendent are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as Retail Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. **Interpretation:**

"Act" means the Pharmacy Act, Cap 311.

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

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

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

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. **Duration of Agreement**
This Agreement shall be effective for a period of twelve (12) months, commencing from the 1st day of Dec 20 24 to 30th day of Nov 20 25

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above named Pharmacy on the 1st day of Dec 20 24

4. **Obligation of the Parties:**

4.1 **The Proprietor:**

The proprietor shall have the following duties and responsibilities; -

4.1.1 The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. 500,000 payable monthly to the **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 22nd day of Nov 2024

SIGNED and **DELIVERED**
By the said... ABBIE PHARMACY .....
Who is known to me personally/.....
Introduced to me by .....
.....
This.....22nd.....day of.....Nov.....2024....
In the presence of:

PROPRIETOR

Name:.....
Designation:.....
Signature:.....
Date:.....

SIGNED and DELIVERED
By the said..VICTORIA MICHAEL SHAGEMBE.....
Who is known to me personally/.....—.....
Introduced to me by.....—.....
.....nd.....the latter known to me personal
This.....22nd.....day of.....Nov.....2024.....

In the presence of:
Name: ELIADA BASIMA MUKULU.....
Designation:.....ADVOCATE.....
Signature:.....
Date:...22nd Nov 2024.....

Eliada Basima Mukulu
Box 46242 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

SUPERINTENDENT

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this.... 2nd Dec 2024

BETWEEN

ABBIE PHARMACY (hereinafter referred to as the PROPRIETOR) the expression which include his assigns, agents or his legal representative of his business.

AND

MICHAEL J. LUSIMBI enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under Pharmacist supervision (hereinafter referred to as the Pharmaceutical Technician

WHEREAS in 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 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 condition 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 condition 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" include 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 institution Pharmacy or wholesale Pharmacy.

"Proprietor" means an owner of pharmacy and include 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 enlisted 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 part either by way of sale, 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 1st Dec 2024

3. Commencement of supervision

The Pharmaceutical Technician shall commence technical assistance of the above named pharmacy on the... 1st Dec 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 TZS... 300,000 payable monthly to the **PHARAMACEUTICAL TECHNICIAN** upon discharging his duties and function as per this Agreement at any event, the salary shall not be paid in advance.

4.1.2 The salary/emolument shall be gross 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 a 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 premises and maintaining the modern pharmacy practice.

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 defiantly 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,

4.2.1Shall 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 under his or her physical supervision.
4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
4.3.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
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 WITNES WHEREOF the parties hereto have dully signed and sealed this presents on the date and in the manner herein after appearing.
Signed and delivered by the parties at this 22nd day of November 2024.

SIGNED and DELIVERED
By the said... ABBIE PHARMACY .....
Who is known to me personally..... - .....
Introduced to me by..... - .....
.....2nd.....the latter known to me personally
This...2nd...day of...Dec.....20.24.....
In the presence of
Name..RESPICIUS RENATUS SIMEO.....
.....
Designation..ADVOCATE.....
PROPRIETOR
Signature.....
Date...2/12/2024.....

Respicius Renatus Simeo Box 40242 Dar es Salaam Advocate, Notary Public & Commissioner for Oaths

SIGNED and DELIVERED
By the said. ..... MICHAEL J. LUSIMBI
Who is known to me personally.....
Introduced to me by..... - .....
.....2nd.....the latter known to me personally
This...2nd...day of...Dec.....20.24.....
In the presence of
Name..RESPICIUS RENATUS SIMEO.....
.....
Designation...ADVOCATE.....
PHARMACEUTICAL TECHNICIAN
Signature.....
Date.....2/12/2024.....

Respicius Renatus Simeo Box 40242 Dar es Salaam Advocate, Notary Public & Commissioner for Oaths

1412336

TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

THIS IS TO CERTIFY THAT

IRENE MUNGUATOSHA MAKULE

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

137-364-972

WITH EFFECT FROM 22 FEBRUARY 2019

TRA LOCATION: KINONDONI TAX OFFICE: MWENGE

PHYSICAL LOCATION:

STREET / AREA: MBAGALA KUU

HERBERT M.T KABYEMELA
COMMISSIONER FOR DOMESTIC REVENUE

THE TAX REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF