Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	**: 923348220494112**
Received from	: MAMIE BONGO 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 - 1*	**200,000.00**	
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16213348234728538396
Payment Control Number	**: *991620228285***
Payment Date	**: 2023-12-14 13:58:12**
Issued by	: Zena Mango
Date Issued	: 2023-12-14 14:03:55
Signature	:.....

99162027 8285

Alopic 20,000/=
for Alter[illegible]n.

PCF.14

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 [X]
2. BUSINESS NAME [✓]
3. BUSINESS OWNERSHIP [✓]

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: MAMIE BONGO PHARMACY FIN 0102083

TYPE OF BUSINESS: Retail Pharmacy [✓] Wholesale Pharmacy [ ] Warehouse [ ]

PHYSICAL ADDRESS:

Plot No. ..... Street: MONGI SALASALA Ward WAZO

District/Municipal KINONDONI Region: DAR-ES-SALAAM

POSTAL ADDRESS: ..... Contact. No. 06732 22502 / 0766 48 38[illegible]

E-mail: johnsimngwira@gmail.com

OWNERSHIP:

Directors (Names): 1. ALI BANONGA MAMIE Qualification: Director

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

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

SUPERINTENDANT INFORMATION:

Full Name: magreth Frank mushi PIN: 0102497

Residential Address: ..... T: 0756 550 052 Email: mgrthmsh@gmail.com

Contract commencement date: 21/11/2022 ..... Cessation date 22/11/2023

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: MEDWIN PLUS PHARMACY

TYPE OF BUSINESS: Retail Pharmacy [✓] Wholesale Pharmacy [ ] Warehouse [ ]

PHYSICAL ADDRESS:

Plot No. ..... Street MONGI SALABALA Ward WAZO

District/Municipal KINONDONI ..... Region DAR-ES-SALAAM

POSTAL ADDRESS: ..... CONTACT. No. 0717 789 457

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. DR. FADHIL IBRAHIM MBASA Qualification: MD
2. ..... Qualification: .....
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: BARAKA SANGANI NDAMBO PIN: 0102364

Residential Address: — Tel: — Email: —

Contract commencement date: — Cessation date —

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. To pursue other opportunities

2. .....

SECTION D: APPLICANT INFORMATION

Name of Applicant: DR. FADHIL IBRAHIM MBASA

(Contact/email if different from the above)

Address: ifadhili@yahoo.com Tel: 0717789457 E-mail: ifadhili@yahoo.com

Signature of Applicant ..... Date 13/12/2023

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 13/12/2023

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).

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 HOPE . I . PHILIPO ..... PIN 04057795
2. Namba ya simu 0654316778 ..... barua pepe hopekely118@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 07-12-2023
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. 923341219075607 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi HOPE . I . PHILIPO ..... mwenye taaluma ya dawa ngazi ya Fundi dawa Sanifu. nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo MEDWIN PLUS PHARMACY ..... FIN 01020.83.. lililopo katika Wilaya ya KINONDONI ..... Mkoani DAR-ES-SALAAM ....
Sahihi Haya ..... Tarehe 26-02-2024 ....

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY: DMO

Jina na Sahihi JACKLINE FRANCIS ..... **Tarehe** 04/03/24

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Kny:MGANGA MKUU WA MANISPAA
HALMASHAURI YA MANISPAA YA KINONDONI

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SYLVESTER MTONJA ..... Kata ya WAZO ....

Nathibitisha kwamba Ndugu HOPE . I . PHILIPO ..... anaishi

langu mtaa/~~kijiji~~ SALASALA ..... kuanzia mwaka 2013 ....

Sahihi Afisamtendaji

.....

Tarehe 26/02/2024

HALMASHAURI YA MANISPAA YA KINONDONI
AFISA MTENDAJI
Muhuri Mtendaji
KATA YA WAZO

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

BETWEEN

MEDWIN COMPANY LIMITED
(PROPRIETOR)

AND

HOPE ISAYA PHILIPO
(PHARMACEUTICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 12 day of 02 2024

BETWEEN

MEDWIN COMPANY LIMITED of P. O. BOX 64511, 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

HOPE ISAYA PHILIPO 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 medwin plus 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 22 day of 02 20 24 to 22 day of 02 20 25

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 22 day of 02 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. ~~800,000~~ 400,000/= 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 1stday 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 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

5.1 Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

5.2 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

5.3 The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

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

5.5 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 22 day of 02 2024.

SEALED with the **COMMON SEAL of**
MEDWIN COMPANY LIMITED
In the presence of us this 22 day of 02 2024

MEDWIN COMPANY LIMITED
P.O. Box:65411
DAR ES SALAAM

PROPRIETOR

In the presence of:
Name: FADHILI IBRAHIM MBASA
Signature: _____
Designation:DIRECTOR

BEFORE:
Name: EMMANUEL EVANCE
Signature: _____
Postal Address: 34218 - DSM
Qualification: ADVOCATE

EMMANUEL EVANCE
Advocate, Notary Public & Commissioner for Oaths
P.O.BOX 34218, DAR ES SALAAM

SIGNED and DELIVERED at Dar es Salaam by the said **HOPE ISAYA PHILIPO** who is known to me personally/identified to me by ...FADHIL IBRAHIM...the latter being personally known to me this...22...day of...02... 2024

PHARMACEUTICAL TECHNICIAN

BEFORE:

Name: ...EMMANUEL EVANCE...

Signature: ...

Postal Address: ...34218 - DSM...

Qualification: ...ADVOCATE...

EMMANUEL EVANCE
Advocate, Notary Public & Commissioner for Oaths
P.O.Box 34218, DAR ES SALAAM

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MEDWIN COMPANY LIMITED
(PROPRIETOR)

AND

BARAKA NDAMBO
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 21 day of 02 2024

BETWEEN

MEDWIN COMPANY LIMITED of P. O. BOX 64511, 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

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

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

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

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

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

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

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. **Interpretation:**

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

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

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

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

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

"Pharmacy" means any approved premises 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 12 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under the Act.

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

2. **Duration of Agreement**

This Agreement shall be effective for a period of twelve (12) months, commencing from the 22 day of 02 20 24 to 22 day of 02 20 25

3. **Commencement of Supervision**

The superintendent shall commence management and supervision of the above named Pharmacy on the 22 day of 02 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 allowance/emoluments of TZS 800000/= payable to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement.

(a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the **1st day** of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.

(b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten (10)** days without any justifiable cause, the Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.

4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the Council and other relevant authorities.

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

4.1.5 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council

4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.

4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.

4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.

4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

4.2 The Superintendent;

For an allowance or emolument stipulated in clause 4.1.1 of this Agreement, the Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

The superintendent shall have the following duties and obligations: -

4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.

4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.

4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.

4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.

4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.7 Shall provide pharmaceutical service with due care.

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

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

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

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

4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.

4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.

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

4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

5.1 This Agreement shall be terminated

(a) by automatic termination;
(b) by mutual consent, or
(c) by Notice

5.2 The Agreement may automatically be terminated:

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

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

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

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

5.4 The Agreement may be terminated by notice:

(i) By either party by giving one (1) month' written notice to the other party of the intention to terminate the Agreement;

(ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

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

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

5.6 The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

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

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

6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

7. Applicable Law and Jurisdiction

7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.

7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.

7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief.

8. The Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 22 day of 02 2024.

SEALED with the **COMMON SEAL of**
MEDWIN COMPANY LIMITED
In the presence of us this 22 day of 02 2024

MEDWIN COMPANY LIMITED P.O. Box 65411 DAR ES SALAAM

PROPRIETOR

In the presence of:
Name: FADHILI IBRAHIM MBASA
Signature: _____
Designation:DIRECTOR

BEFORE:
Name: EMMANUEL EVANCE
Signature: _____
Postal Address: 34218 - DSM
Qualification: ADVOCATE

EMMANUEL EVANCE Advocate, Notary Public & Commissioner for Oaths P.O.Box 34218, DAR ES SALAAM

SIGNED and DELIVERED at Dar es Salaam by the said **BARAKA NDAMBO** who is known to me personally/identified to me by FADHIL IBRAHIM the latter being personally known to me this 22 day of 02 2024

SUPERINTENDENT

BEFORE:
Name: EMMANUEL EVANCE
Signature: _____
Postal Address: 34218 - DSM
Qualification: ADVOCATE

EMMANUEL EVANCE Advocate, Notary Public & Commissioner for Oaths P.O.Box 34218, DAR ES SALAAM

MEMORANDUM OF UNDERSTANDING

BETWEEN

LLOALI BANONGO MAMIE

(TRANSFEROR)

AND

DR. FADHILI IBRAHIM MBASSA

(TRANSFEREE)

DRAWN BY:

Skylite ATTORNEYS

Mbezi Luis
Mob no. +255 758 714972, +255 657 548785,
Email: skylite20@hotmail.com
P. O. Box 34218, Dar es Salaam.

MEMORANDUM OF UNDERSTANDING

This agreement (MoU) is made this 18 day of 12 2023

BETWEEN

LLOALI BANONGO MAMIE of P.O. Box _____, Phone No. 0766489388, Dar es Salaam - Tanzania (herein referred to as the **"TRANSFEROR")** of the one part.

AND

DR. FADHILI IBRAHIM MBASSA of P.O. Box 65411, Phone No. 0717789457, Dar es Salaam Tanzania (herein referred to as the **"TRANSFEREE")** of the other part.

WHEREAS the Transferor herein is the owner and supervisor of **Mamie Bongo Pharmacy** (hereinafter called "Pharmacy") situated at Mongi – Salala Street, Wazo within Kinondoni Municipality, in Dar es Salaam Region.

WHEREAS, the Transferor is desirous of transferring the said Pharmacy therein to the Transferee as per the reached and agreed consideration.

AND WHEREAS, the Transferee is desirous of receiving the said Pharmacy for the betterment and offering Services under his Ownership and Supervision.

IT IS, THEREFORE, AGREED by and between the parties as follows:

1. That, the Transferor shall hand over Pharmacy herein in respect thereof as the case may be to the Transferee at the time of signing this agreement.

2. That, the Transferee shall take all necessary steps to effect transfer and registration of the said Pharmacy in the name of **"Medwin Plus Pharmacy"** and at his own costs.

3. That all transfer costs shall be remunerated by the Transferee including legal fees and other taxes.

4. Further it is agreed that, the Transferor herein shall have no any interest(s) whatsoever and shall not be responsible in any way over the said Pharmacy subsequently handing over.

5. This Agreement is made under and shall be construed according to the laws of the United Republic of Tanzania, In the event that this agreement, is breached, any and all disputes shall be settled in a tribunal with competent jurisdiction in Tanzania.

IN WITNESS WHEREOF parties herein have duly executed these presents in the manner and on the day of the year herein after appearing hereunder.

SIGNED and **DELIVERED** at **Dar es Salaam**
by the said **LLOALI BANONGO MAMIE**
who is known to me /identified to me by
.....
and the latter being know to me
Personally this 12 day of 12 2023

TRANSFEROR

Before Me the Attesting Officer:
Name: EMMANUEL EVANCE
Signature: .....
Address: 34218- DSM
Title: COMMISSIONER FOR OATHS

EMMANUEL EVANCE Advocate, Notary Public & Commissioner for Oaths P.O. Box 34218, DAR ES SALAAM

SIGNED and **DELIVERED** at **Dar es Salaam**
by the said **DR. FADHILI IBRAHIM MBASSA**
who is known to me /identified to me by
.....
and the latter being know to me
Personally this 12 day of 12 2023

TRANSFEREE

Before Me the Attesting Officer:
Name: EMMANUEL EVANCE
Signature: .....
Address: 34218- DSM
Title: COMMISSIONER FOR OATHS

EMMANUEL EVANCE Advocate, Notary Public & Commissioner for Oaths P.O. Box 34218, DAR ES SALAAM

F 58

00004955

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP 311)

Full Name Hope I. Philipo

Registrar
Pharmacy Council
P. O. Box 1277
Dodoma

*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 PIN	Enrollment Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0405795	11th November, 2022	2nd August, 1998	Tanzanian	P.O. Box 4054 Tanga	Diploma in Pharmaceutical Sciences	Santa Maria Institute of Health and Allied Sciences 2021

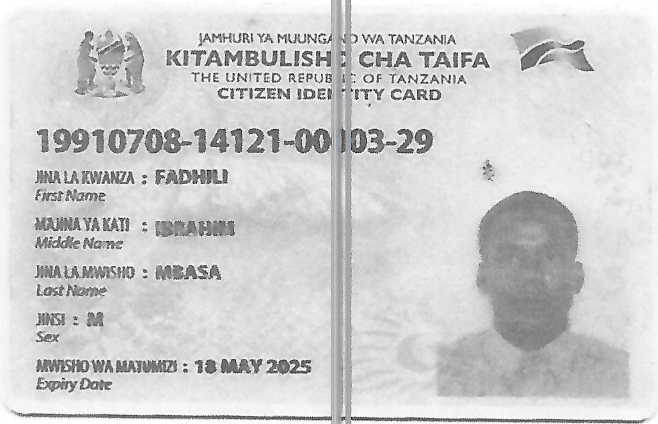
Date 24th January 2023

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 the holder of the named above and must not be used as such

Government Printer, Dom



JAMHURI YA MUUNGANO WA TANZANIA
KITAMBULISHO CHA TAIFA
THE UNITED REPUBLIC OF TANZANIA
CITIZEN IDENTITY CARD

19910708-14121-00003-29

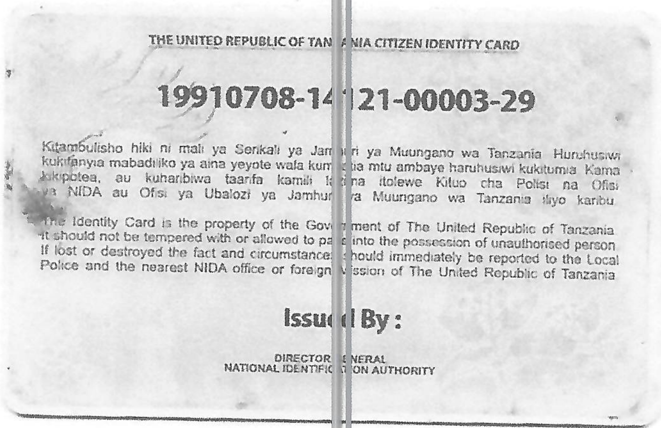
JINA LA KWANZA : FADHILI
First Name

MAJINA YA KATI : IBRAHIM
Middle Name

JINA LA MWISHO : MBASA
Last Name

JINSI : M
Sex

MWISHO WA MATUMIZI : 18 MAY 2025
Expiry Date



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19910708-14121-00003-29

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Haruhusiwi kukifanyia mabadiliko ya aina yeyote wala kumpa mtu ambaye haruhusiwi kukitumia. Kama kikipotea, au kuharibiwa taarifa kamili itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania it should not be tempered with or allowed to pass into the possession of unauthorised person If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania

Issued By :

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY

MKATABA WA KUPANGISHA FREMU

Mimi. SIA MONGI ..... nampangisha ndugu ..D.R. FADHIL MBASA ..... katika fremu yangu iliyopo eneo la..... MONGI' STREET ..... MASAKA
Malipo ya mwezi ni Tshs..... 600,000/= ..... mkataba huu ni miezi .....SITA.....kuanzia tarehe..01/01/2024.....hadi Tarehe..01/06/2024..... jumla ya malipo Kwa mkataba huu ni Tshs.....3,600,000/=.....

MASHARTI

1. Malipo yatatolewa mwanzoni mwa mkataba na hatutakuwa na mabadiliko.
2. Mpangaji kama atahitaji kuendelea kupanga katika fremu hii baada ya kuisha kwa mkataba wake atatakiwa kujaza upya mkataba mwingine.
3. Mpangaji anapohama ahakikishe anaacha fremu katika hali nzuri kama alivyokabidhiwa.
4. Kama mpangaji atakapo amua kuhama kabla ya mkataba kuisha kodi iliyobaki haitorudishwa.
5. Usafi,maji,umeme na ulinzi ni jukumu la mpangaji kulipa pindi bill inapomfikia.
6. Mpangaji awe muadilifu katika maisha ya kila siku na ajisimamie mwenyewe.
7. Mpangaji anatakiwa kutoa taarifa kama anaendelea au haendelei mwezi mmoja kabla ya mkataba kuisha.
8. Mpangaji amekubali fremu kama ilivyo na hairuhusiwi mpangaji kumpangisha fremu mtu mwingine bila kutoa taarifa kwa mwenye fremu.

MPANGAJI

Mimi..D.R. FADHIL MBASA.....Nakubaliana na masharti yaliyoandikwa hapo juu katika mkataba huu, nikikiuka masharti ya mkataba huu hatua za kisheria zichukuliwe dhidi yangu.
Jina la mwenye fremu...SIA MONGI.....
Sahihi yake.....Tarehe..01/01/2024.....
Jina la shahidi wa mwenye fremu...SHABANI.....
Sahihi yake.....Tarehe..01/01/2024.....
Jina la mpangaji..DR. FADHIL MBASA.....
Sahihi yake.....Tarehe..5/-01-2024.....
Jina la shahidi wa mpangaji
Sahihi yake...Hope ptulipe.....Tarehe..1-1-24.....

MKATABA WA MAUZIANO YA PHARMACY

Mimi bwana LLOALI BANONGO MAMIE ..... wa SLP .....
(Simu 0706 489 385 .....) nikiwa na akili zangu timamu bila kushawishiwa na mtu yoyote nimeamua kumuuzia Pharmacy yangu bwana DR. FADHIL MBASA ..... wa SLP 63911 DSM
(Simu 0717789457 .....). Kwa thamani ya Tsh 4,500,000
Pesa italipwa kwa awamu moja tu .makubaliano haya yamefanyika leo tarehe 12/12/2023

Mnunuzi amekagua Pharmacy na kuridhika nayo kuinunua kwa thamani iliyotajwa na

~~Atalipa kupitia bank~~ ya CASH .....~~account no~~.....

Tendo hili limefanyika leo Tarehe 12/12/2023 ..... mbele ya mashahidi kama ifuatavyo :-

Jina la muuzaji
LLOALI BANONGO MAMIE

sahihi
.....

Jina la Shahidi muuzaji
SHABANI

sahihi
.....

Jina la mnunuzi
DR. FADHIL MBASA

Sahihi
.....

Jina la Shahidi wa mnunuzi
HOPE PHILIPO

Sahihi
.....

Mbele yangu

Jina SIA MONGI

Anwani.....

Date 12/12/2023

Sahihi.....

PHARMACY COUNCIL

PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0102083

This is to certify that the premises owned by M/S ***Mamiebongo Pharmacy*** of ***P.O. Box, Dar es Salaam*** located at ***Mongi Salasala Street, Kawe Ward - Kinondoni*** Municipality/District in ***Dar es Salaam*** Region has been registered for ***Retail Only*** to sell pharmaceutical and related products with Facility Identification Number (FIN) ***0102083***

Issued in: ***June 2022***

Expires on: ***30 June 2027***

03-08-2022

DATE:

Registrar
Pharmacy Council
P. O. Box 07
Dodoma

SIGNATURE OF REGISTRAR AND STAMP

CONDITIONS

1. ***The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered***
2. ***This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises***
3. ***Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council***
4. ***This certificate is non transferable to other premises or to any other person***
5. ***Both certificate and business permit shall be displayed conspicuously in the registered premises***

PCF. 54

00001254

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, CAP. 311)

Full Name ..... Baraka J. Ndambo .....

.....

* 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		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0102364	22nd April, 2021	17th November, 1995	Tanzanian	P.O. Box 45 Songwe	Bachelor of Pharmacy	Muhimbili University of Health and Allied Sciences 2019

Date 18th May 2021

REGISTRAR

NOTES: (1) This certificaate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and referene 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.

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 BARAKA SANGANI NDAMBO PIN 0102364
2. Namba ya simu 0754410967, 0619303616 barua pepe ndambobaraka@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 08/01/2024
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. 924008225510674 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi BARAKA SANGANI NDAMBO mwenye taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo MEDWIN PLUS PHARMACY FIN ..... lililopo katika Wilaya ya KINONDONI Mkoani DAR-ES-SALAAM

Sahihi ..... Tarehe 29/02/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY: DMO
KNY MGANGA MKUU WA MANISPAA
HALMASHAURI YA MANISPAA YA KINONDONI

Jina na Sahihi FELISITA NJAU Tarehe 01/03/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) MALIA MOOSE Kata ya SARANGO

Nathibitisha kwamba Ndugu BARAKA SANGANI NDAMBO anaishi langu mtaa/kijiji KINGONGO, kuanzia mwaka 2020

Sahihi Afisamtendaji .....

Tarehe 29/02/2024

Muhuri Mtendaji
HALMASHAURI YA MANISPAA YA UBUNGO
AFISA MTENDAJI KATA YA SARANGA
29 FEB 2024
SAHIHI: .....
DAR ES SALAAM

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

BARAKAS NDAMBO

PIN NO. 0102364

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:**22 April 2021**

Expires on:**31 December 2024**

Registrar
Pharmacy Council

C.1

TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Certificate of Incorporation of a Company

Section 15

No: 147550510

I HEREBY CERTIFY THAT

MEDWIN COMPANY LIMITED

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this **18th** day of **DECEMBER TWO THOUSAND AND TWENTY.**

REGISTRAR OF COMPANIES
TANZANIA

PRINC ASST. REGISTRAR OF COMPANIES