

**AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST**

**BETWEEN**

HAMZA SAID BINDE  
(PROPRIETOR)

**AND**

DEO STEPHAND MABHUYE  
(SUPERINTENDENT)

**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A  
PHARMACIST**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BETWEEN**

HAMZA SAID BINDE (Name) of P.O. BOX 419 Region  
MBEXA (hereinafter referred to as the **PROPRIETOR**) the expression which  
includes his assignees, agents or his legal representative of his business, of one part;

**AND**

DEO STEPHANO MABHUYE 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 to 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 BETHAM 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 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 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 01 day of MARCH 2024 to 01 day of MARCH 2025

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of MARCH 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 allowance/emoluments of TZS 800,000.00 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 **1<sup>st</sup> 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 treat 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 a 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 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**SIGNED and DELIVERED** at MBEYA by the said  
HANZA SAID BINDE who is known  
to me personally/identified to me by .....  
.....the latter being  
personally known to me this 23 day of FEB 2024.

Binde  
**PROPRIETOR**

**In the presence of:**

Name: DAVIS M BEMBELA

Designation: ADVOCATE

Signature: [Signature]

Address: 2823 MBEYA

Date: 23/02/2023

Signed and delivered by the parties at this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



**SIGNED and DELIVERED** at MBEYA by the said  
DEO STEPHANO who is known  
to me personally/identified to me by .....  
.....the latter being  
personally known to me this 23 day of FEB 2024.

Deo  
**SUPERITENDENT**

**In the presence of:**

Name: DAVIS M BEMBELA

Designation: ADVOCATE

Signature: [Signature]

Address: 2823 MBEYA

Date: 23/02/2024

