



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... GLADNESS PETER PIN
2. Namba ya simu... 06 8599 8605 barua pepe gladnessmu@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)... 13/01/2024
4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

([http://196.45.42.57/cmms.data/view/modules/registration/pharmacist-](http://196.45.42.57/cmms.data/view/modules/registration/pharmacist-signup.php)

[signup.php](http://196.45.42.57/cmms.data/view/modules/registration/pharmacist-signup.php)) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... GLADNESS PETER MUMPI mwenye
taaluma ya dawa ngazi ya... PHARMACEUTICAL DISPENSER nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
... WILIEGAIL PHARMACY FIN 9102817 lililopo katika
Wilaya ya... MOROGORO Mkoani... MOROGORO
Sahihi... PETER Tarehe... 13/01/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi

KULWA GANSON

Tarehe

13/01/2025

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)... BEATRICE D. MIBULI Kata ya... KIHONDA

Nadhibitisha kwamba Ndugu GLADNESS PETER MUMPI anaishi

langu mtaa/kijiji... KILIMANJARO kuanzia mwaka... 2024

Sahihi Afisa mtendaji

B. Mibuli

Tarehe

15/01/2025

Muhuri
Mtendaji

AFISA MTENDAJI
KATA - KIHONDA
S.L.P 166, MOROGORO

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACY

BETWEEN

PETRIA PAUL KASWDA
(PROPRIETOR)

AND

GLADNESS PETER MSUMPI
(Dispenser)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACY This Agreement is made on this 13th day

of Gomang 20 25

BETWEEN

PETER PAUL KARITA (Name) of P.O. BOX
502 Region MOROGORO

(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

GLADNESS PETER MSUMPI a pharmaceutical dispenser
(hereinafter referred to as the **DISPENSER**) 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 WHITEGATE 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 pharmaceutical dispenser is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"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.

"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 13th day of January 2025 to 12th day of January 2026

3. Commencement of Dispenser

The Dispenser shall commence her/his duty and responsibility of the above named Pharmacy on the 13th day of Jan 2025

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

4.1.1 The PROPRIETOR shall pay monthly allowance/emoluments of TZS 350,000/= payable to the DISPENSER 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 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.