

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this _____ day of April 2024

BETWEEN

ANTONY DEAN NTAN (Name) of P.O.BOX _____ Region BAGAMBOYO DISTRICT
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

ALEX S ERICK 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 ARS 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 01 day of April 2024 to 01 day of April 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 01 day of April 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. 800,000/- 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, Initial TZS 1,600,000/- Paid equal to 2 Months

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 Superintended from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Costs

The Proprietor shall meet the cost of drawing up this Agreement.

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

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 01 day of April 2024

SIGNED and DELIVERED

By the said ANTONY REED OWNER

Who is known to me personally/ OWNER

Introduced to me by

.....the latter known to me personally

This 01 day of April 2024

In the presence of:

Name: MARIA JOSIAH MWANJWANGO

Designation: COMMISSIONER FOR OATHS

Signature: [Signature]

Date: 01 April 2024

[Signature]
PROPRIETOR

SIGNED and DELIVERED

By the said ALEX S ERICK

Who is known to me personally/ Pharmacist

Introduced to me by

.....the latter known to me personally

This 01 day of April 2024

In the presence of:

Name: MARIA JOSIAH MWANJWANGO

Designation: COMMISSIONER FOR OATHS

Signature: [Signature]

Date: 01 April 2024



[Signature]
SUPERINTENDENT



AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL DISPENSER

This Agreement is made on this 01 day of APRIL 2024

BETWEEN

ANTONY REYNALDO DRA (Name) of P.O.BOX _____ Region BAGANAYO DRA
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

FAUSTUS FAUSTIN A pharmaceutical dispenser who will perform all the technical activities in the pharmacy under personal supervision of pharmacist or pharmaceutical technician or pharmaceutical assistant (hereinafter referred to as the **pharmaceutical dispenser**).

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 dispenser to his business,

Whereas the pharmaceutical dispenser 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 dispenser are desirous to enter into an agreement, to support operation of a business of a pharmacist.

Whereas dispenser 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 ART pharmacy.

And now wherefore this agreement witnessed as follows;

1. Duration of agreement

1.1 this agreement shall be effective for a period of twelve (12) months, commencing from the 01 day of APRIL 2024 to 01 day of APRIL 2025

1.2 working day shall be from _____ to _____ (____ days per week)

1.3 And The working hours shall be from _____ to _____ (____ hours per day)

2. Commencement of supervision

the pharmaceutical dispenser shall commence technical assistance of the above named pharmacy on the 01 day of APRIL 2024

3. Obligation of the parties:

3.1 The proprietor:

The proprietor shall have the following duties and responsibilities; -

- i. The proprietor shall pay monthly salary/emoluments of tzs. 300000/- payable monthly to the pharmaceutical dispenser upon discharging his duties and functions as per this agreement. At any event, the salary shall not be paid in advance.
- ii. The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.
- iii. Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- iv. Follow up and implement on matters advised by a pharmaceutical dispenser and approved by superintendent on professional and matters related to provision of good pharmaceutical services.
- v. Shall ensure all proper records are maintained and managed well.
- vi. 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.
- vii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

3.2 The pharmaceutical dispenser

under personal supervision of pharmacist or pharmaceutical technician or pharmaceutical assistant, a pharmaceutical dispenser shall perform the following tasks

- I. assist the sale of pharmacy only, prescription only and general sale medicines
- II. Assist in compounding manipulation or preparation of non - sterile medicine or categorized substance according to a formula and standards operating procedures approved by superintendent pharmacist
- III. Assist in ordering of medicine and scheduled substance upon review such medicine by authorized practitioner in the manner prescribed under the act or any other law or to purchase or obtain such medicine or categorize substance
- IV. Assit in labeling and supply of prescribed medicine

4. 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.

5. Dispute settlement

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

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

6. Costs

The proprietor shall meet the cost of drawing up this agreement.

7. The laws of Tanzania here to shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

In witness whereof the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 01 day of April 2024

Name of Proprietor

Anthony Njiru

signature

Anthony Njiru

In the presence of:

Name: JOHN MARK MARO
Designation: Commissioner For OATHS
Signature: J. maro
Date: 27/03/2024



Name of dispenser

FAUSTIN FAUSTIN

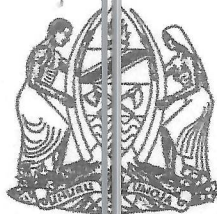
signature

FAUSTIN FAUSTIN

In the presence of:

Name: JOHN MARK MARO
Designation: Commissioner For OATHS
Signature: J. maro
Date: 27/03/2024





THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

00002199


CERTIFICATE OF FULL REGISTRATION*(Section 20 of the Pharmacy Act, CAP. 311)*

Full Name

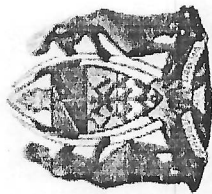
Alex S. Erick

* 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					
0103541	2nd February, 2024	14th October, 1996	Tanzanian	P.O. Box 384 Geita	Bachelor of Pharmacy	St. Johns University of Tanzania 2022

Date *14th February 2024*

 REGISTRAR

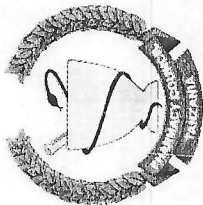
- NOTES: (1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacists published annually by the Council and reference should thereafter be made to the current Published list for evidence as to continue registration.
- (2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH AND SOCIAL WELFARE

Pharmacy Council



PHARMACEUTICAL DISPENSING CERTIFICATE

This certificate is awarded to

Fatus Faustin

Who has attended and passed One Year Pharmaceutical Dispensing

Course conducted at **St. Peter's College of Health Sciences**

from **July 2013** to **June 2014**

Registrar - Pharmacy Council

Date: **24th June 2015**