Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	: **924037231184419**
Received from	: BACENA 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 - CHANGE*	**200,000.00**	
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16214033245758611210
Payment Control Number	: ***991620239264***
Payment Date	: **2024-02-06 14:37:35**
Issued by	: Zena Mango
Date Issued	: 2024-02-06 14:48:45
Signature	: .....

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 ☐
2. BUSINESS NAME ☑
3. BUSINESS OWNERSHIP ☑

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: BACENA PHARMACY FIN.....

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

PHYSICAL ADDRESS:

Plot No. ..... Street: FERRY Ward FERRY

District/Municipal KIGAMBONI Region: DAR ES SALAAM

POSTAL ADDRESS: 20922 Contact. No. 0753548664

E-mail: .....

OWNERSHIP:

Directors (Names): 1. FRANCIS BAJUNGU Qualification: ACCOUNTANT

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

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

SUPERINTENDANT INFORMATION:

Full Name: Fredrick Hanson PIN: 0103128

Residential Address: ..... Tel 0715210709 Email: .....

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

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: SOFU PHARMACY

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

PHYSICAL ADDRESS:

Plot No. - Street FERRY Ward FERRY

District/Municipal KIGAMBONI Region DAR-ES-SALAAM

POSTAL ADDRESS: 79709 CONTACT. No. 0763508888

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. MAGRETH P. MBUYA Qualification: MEDICINE DISPENSER
2. AMIRI S. MBUYA Qualification: ENGINEER
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: PETER JOHN NJALE PIN: 0660

Residential Address: 79709 DSM Tel: 0716051717 Email: pjnjalale@gmail.com

Contract commencement date: 24/01/2024 Cessation date 23/01/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. Amehamishwa Kikao mwanza Kwaio aliona kwenye usimamizi atapata shida kusimamia barabara
2. .....

SECTION D: APPLICANT INFORMATION

Name of Applicant: MAGRETH P. MBUYA

(Contact/email if different from the above)

Address: 79709 Tel: 0763508888 E-mail: Maggiepete42@gmail.com

Signature of Applicant..... Date 25/01/2024

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 25/01/2024

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)

JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA AFYA

BARAZA LA FAMASI

Unapojibu tafadhali taja:
Kumb.Na. CA.313/329//97

07 Agosti, 2023

Bw. Francis Bajungu,
Bacena Pharmacy,
S. L.P 20922,.
DAR ES SALAAM.
0753548664; 0789550015
info@bacena.co.tz

Yah: **KUIDHINISHWA KUTOA HUDUMA ZA FAMASI YA REJAREJA**

Tafadhali rejea kichwa cha habari hapo juu.

2. Baraza la Famasi limeundwa kwa Sheria ya Famasi, Sura 311 kwa lengo la kusimamia taaluma ya famasi, utendaji wake kwa kusajili na kutoa vibali katika maeneo yanayotoa huduma za dawa nchini. Aidha, Kifungu cha 36 (3) (a) cha sheria hii kimeelekeza Baraza kusajili majengo yanatoa huduma za dawa ambayo yamekidhi vigezo stahiki.

3. Utakumbuka kuwa, tarehe 08 Mei, 2023, Ofisi ya Msajili ilifanya ukaguzi katika eneo unalotarajia kutoa huduma za famasi ya rejareja na **kubaini kuwa jengo limeshafanyiwa ukarabati** kabla ya kupata idhini ya kufanya ukarabati na kwamba jengo hilo lipo katika eneo ambalo lina upungufu kwa mujibu wa Kanuni Na. 4(1)(a) ya Kanuni za Usajili wa Majengo za Mwaka 2020.

4. Aidha, ofisi imepokea barua yako ya tarehe **02 Juni, 2023** ikiomba ufikiriwe kuendesha huduma hiyo eneo la Mtaa wa *Ferry*, Manispaa ya Kigamboni, Dar es Salaam kutokana na mwingiliano mkubwa wa watu katika eneo hilo na kwamba umedhamiria kutoa huduma kwa muda wa masaa 24.

5. Hata hivyo, kwa vile dhamira yako ya kutafuta eneo jingine bado ipo, Ofisi ya Msajili imeridhia uendelee kutoa huduma ya dawa kwa sasa wakati masuala mengine yanaendelea.

6. Kwa kuzingatia Kifungu cha 34 cha Sheria ya Famasi ya mwaka 2011 pamoja na Kanuni 4(4) (a) ya Usajili wa Majengo ya Mwaka 2020, utatakiwa kukamilisha taratibu kwa kuwasilisha maombi ya kibali mara utakapopata barua hii.

7. Pia fahamu kuwa, kutakuwepo na kaguzi za mara kwa mara ili kubaini endapo viwango vya uendeshaji wa famasi za rejareja kwa mujibu wa sheria, kanuni na miongozo iliyopo inazingatiwa.

Wako katika Ujenzi wa Taifa

Elizabeth Shekalaghe
MSAJILI

MKATABA WA MAUZIANO YA PHARMACY

MKATABA HUU WA MAUZO YA BASCENA PHARMACY iliyopo **FERRY – KIGAMBONI** umefanyika leo tarehe 21,November, .2023.

KATI YA

FRANCIS D. BAJUNGU wa S.L.P KIGAMBONI-MAWEN

(Kwenya Mkataba huu anatambulika kama "Muuzaji") kwa upande mmoja.

NA

AMIRI S. MSUYA / MAGRETH P. MBUYA wa S.L.P KINONDONI

(Kwenya Mkataba huu anatambulika kama "Mnunuzi") kwa upande mwengine.

KWA KUWA muuzaji ni mmiliki halali wa **BASCENA PHARMACY** (ambayo kwenye Mkataba huu itajulikana kama **"PHARMACY")** na muuzaji ameonyesha nia ya kutaka kuiuza pharmacy hiyo kwa mnunuzi kutokana na masharti yaliyopo katika huu.

NA KWA KUWA muuzaji tajwa yuko tayari kumuuzia mnunuzi Pharmacy hiyo na mnunuzi yuko tayari kuinunua Pharmacy tajwa hapo juu.

BASI MKATABA HUU UNASHUHUDIA YAFUATAYO:

1. **KWAMBA kwa kuzingatia malipo ya pesa za kitanzania 15,500,000/= (Millioni Kumi na Tano na Laki Tano tu)** ambazo zimelipwa na Mnunuzi kwa Muuzaji, naye Muuzaji anakiri kuzipokea. Muuzaji anamuuzia mnunuzi Pharmacy tajwa hapo juu.

2. **KWAMBA ,** Bwana Amir anathibitisha kuwa atalipa kiasi hicho cha pesa kwa kupitisha katika akaunti ya Bwana Francis D. Bajungu Iliyopo CRDB Nyerere Branch, A/C NO. 0112460240200.

3. Nyaraka zote zenye kudhihirisha umiliki halali wa Pharmacy husika atakabidhiwa mnunuzi mara tu baada ya kusaini Mktaba huu.

4. **KWAMBA**, malipo ya pango ya Fremu ya Pharmacy yataendelea kulipwa na mnunuzi.

5. **KWAMBA**, malipo ya pango ya Fremu ya Pharmacy yataendelea kulipwa na mnunuzi.

KWA KUSHUHUDIA MAKUBALIANO HAYA PANDE ZOTE MBILI ZIMEWEKA SAINI ZAO HAPA CHINI:

Francis D Bajungu ambaye namfahamu binafsi/ametambulishwa kwangu na leo hii tarehe 21, mwezi 11 mwaka 2023

MPANGAJI AWALI – BACENA TRADING

UMESAINIWA na **KUTOLEWA** na **Amir Sufian Msuya** ambaye namfahamu binafsi/ametambulishwa kwangu na leo hii tarehe 21 mwezi 11 mwaka 2023

MPANGAJI WA SASA

UMESAINIWA na **KUTOLEWA** na **Charles John** ambaye namfahamu binafsi/ametambulishwa kwangu leo hii tarehe 21 mwezi 11 mwaka 2023.

SHAHIDI

Wahusika wote hapo juu ambao ninawafahamu binafsi/ wametambulishwa kwangu na **Francis Diocles Bajungu** ambaye ninamfahamu mimi binafsi. wameweka sahihi za mikono yao mbele yangu hapa Kigamboni – Dar es salaam leo hii siku ya tarehe 21 Mwezi wa 11 mwaka 2023.

MBELE YANGU

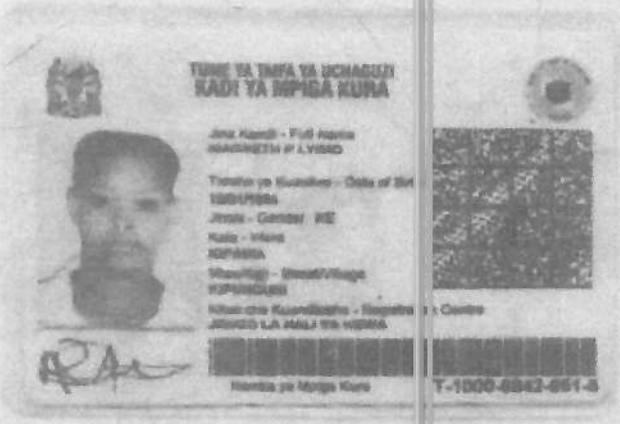
Sahihi: DEDI ISAKA MABONDO

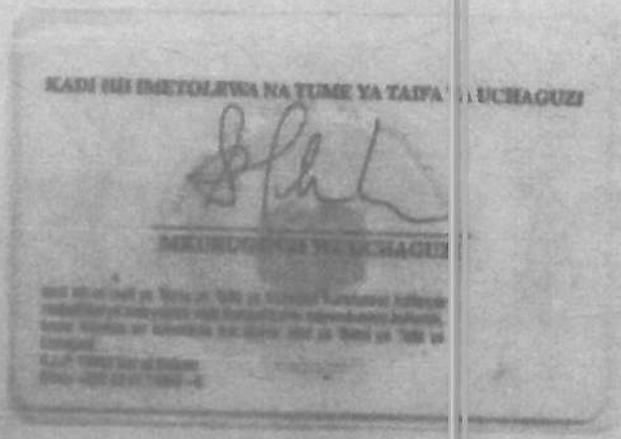
Cheo: WAKILI

Anuani: S.L.P 77246 DAR ES SALAAM

ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS

21/11/2023.


TUME YA TAIFA YA UCHAGUZI
KADI YA MPIGA KURA


KADI HII IMETOLEWA NA TUME YA TAIFA

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 131-648-111 HALMASHAURI YA MANISPAA YA KIGAMBONI KIGAMBONI 36009 DAR ES SALAAM	Tax Certificate Number: 131-0191-0370 Issuing Office: Kinondoni Telephone: 022-2771841 Date of issue: 30 January 2024 Expiry Date: 31 December 2024

Taxpayer Name	MAGRETH PETER MBUYA		
Trading Name	SOFU PHARMACY		
Taxpayer Identification Number	144-410-580	Vat Registration Number	
Company Registration Number			

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

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

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
30 January 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.

TANZANIA

Form 5

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 516989

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **SOFU PHARMACY** this 6th day of **JUNE** year **2022** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **516989** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 6th day of **JUNE TWO THOUSAND AND TWENTY TWO**

REGISTRAR OF BUSINESS NAMES *TANZANIA*

Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.

Form 21

TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Extract date and time: 06/06/2022 09:12:14
Registration date and time: 06/06/2022 09:06:46

The Business Names (Registration) Act (Cap 213)

Extract from Register

1. **Name of Business:** **SOFU PHARMACY**
2. **Registration number:** **516989**
3. **Principale Place of Business:** Region Dar Es Salaam, District Ubungo, Ward Msigani, Postal code 16114, NEAR BY MBEZI LUIS BUS STEND
4. **Contacts:** Email maggiepeter47@gmail.com, Phone 255763508888, P.O.Box 14952
5. **Business activity:** 8690 - Other human health activities, Main activity
6. **Propriator/Partners:** MAGRETH PETER MBUYA
7. **Authorized to Operate Bank Account etc:** MAGRETH PETER MBUYA
   MAGRETH PETER MBUYA

REGISTRAR OF BUSINESS NAMES *TANZANIA*

Deputy Registrar Business Names

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.

PCF. 7

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

№ 00001648

CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)

Full Name ..... Peter John Hjalale .....

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
0660	30th Jan. 2009	23rd Nov. 1974	Tanzanian	P.O. Box 79709 Dar es Salaam	Bachelor of Pharmacy	Muhimbili University of Health and Allied Sciences 2007

Date 25th June 2019

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.

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 24 day of 01 20 24

BETWEEN

MAGRETH PETER (Name) of P.O.BOX 79709 Region DAR-ES-SALAAM (here in after referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

ALPHA G. SIMONI Pharmaceutical technician who will perform all the dispenser 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 SOFY 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.

"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 24 day of 01 20 24 to 23 day of 01 20 25

3. **Commencement of Supervision**

The Pharmaceutical technician shall commence technical technician of the above named Pharmacy on the 24 day of 01 20 24

4. **Obligation of the Parties:**

The Proprietor:

The proprietor shall have the following duties and responsibilities; -

The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. 250000/= 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.**

Thesalary/emolumentsshallbenetofany applicabletaxesand/ordeductible employment benefits and shall be paid monthly and no later than the 1ST day of the following month.

Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

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

Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

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.

Shall ensure pharmaceutical services are provided with due care.

Shall ensure all proper records are maintained and manage dwell.

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
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.

Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by as superintendent.

Perform any other duty as the Council may determine from time to time.

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 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: -

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

Shall ensure services are provided are provided under his/ her physical supervision.

Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.

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

Shall provide pharmaceutical service with due care.

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

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

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

Shall ensure all availability of all necessary tools for pharmacy operations are in place.

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

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.

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

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

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.

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 24 day of 01 20 2024

SIGNED and **DELIVERED**

By the said.....

Who is known to me personally/.....

Introduced to me by.....MAGRETH P. NIBUYA.....

.....the latter known to me personally

This.....24.....day of.....01.....20.24.....

In the presence of:

Name:.....Z. NGELANGELA.....

Designation:.....MAGISTRATE.....

Signature:.....

Date:.....24/01/2024.....

MAGRETH P. NIBUYA

PROPRIETOR

SIGNED and **DELIVERED**

By the said.....

Who is known to me personally/.....

Introduced to me by.....ALPHA G. SIMONI.....

.....the latter known to me personally

This.....24.....day of.....01.....20.24.....

ALPHA G. SIMONI

PHARMACEUTICAL TECHNICIAN

In the presence of:

Name:.....Z. NGELANGELA.....

Designation:.....MAGISTRATE.....

Signature:.....

Date:.....24/01/2024.....

HAKIMU MAHAKAMA YA MWANZO MAGOMENI WILAYA YA KINONDONI

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MAGRETH PETER MBUYA.

(PROPRIETOR)

AND

PETER JOHN NJALALE

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO O ERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 24 day of 01 20 24

BET WEEN

MAGRETH-P. MBUYA **(Name) of P O. BOX** 79709 **Region** DAR-ES-SALAA (hereinafter referred to as the **PROPRIETOR**) he expression which includes his assignees, agents or his legal representative of his business, of one part;

A ND

PETER JOHN NIALALE a registered pharmacist in charge who supervises a business of a pharmacist (hereina ter referred to as the **SUPERINTENDENT)** of another part.

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

AND WHEREAS in compliance with section 4 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in char e 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 othe terms and conditions as stipulated hereunder;

AND WHEREAS the proprietor and superinte dent (together referred as **"the Parties")** are desirous to enter into an agreement, to establish a d 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 SOFU Pharmacy.

AND NOW WHEREFORE THIS AGREEMEN WITNESSETH AS FOLLOWS;

1. **Interpretation:**

In this Agreement, unless the contrary intention app ars, 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 p ofessional pharmacy practice and any activity carried on by a person in relation to medicines, medic l devices or herbal medicines;

"Council" means the Pharmacy Council established u der section 3 of the Act.

"Pharmacy" means any approved premises where in 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 24 day of 01 20 24 to 23 day of 01 20 25

3. **Commencement of Supervision**

The superintendent shall commence management and supervision of the above named Pharmacy on the 24 day of 01 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 800,000/= 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 shall not exceed seven (7) days from the monthly payment date, 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 thirty (30) 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 purchase 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 24 day of 01 20 2024

SIGNED and DELIVERED at ..... by the said MAGRETH PETER MBUYA who is known to me personally/identified to me by ....the latter being personally known to me this 24 day of 01 ~~2017~~ 2024

Nimbaga

PROPRIETOR

In the presence of:
Name: 2. NGELANGELA
Designation: MAGISTRATE
Signature: .....
Address: 6128 DSM
Date: 24/01/2024

SIGNED and DELIVERED at ..... by the said PETER JOHN NJALALE who is known to me personally/identified to me by ....the latter being personally known to me this 24 day of 01 ~~2017~~ 2024

SUPERINTENDENT

In the presence of:
Name: 2. NGELANGELA
Designation: MAGISTRATE
Signature: .....
Address: 6128 DSM
Date: 24/01/2024

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..PETER JOHN NJALALE. PIN .....0660.....
2. Namba ya simu...0716051717..... barua pepe ..pjnjalale@gmail.com
3. Tarehe ya mwisho kuhuisha jina (*Retention*)..19/12/2023
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. ..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi.....PETER JOHN NJALALE..... mwenye taaluma ya dawa ngazi ya .....MFAMASIA..... nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo .....SOFU PHARMACY..... FIN ..... lililopo katika Wilaya ya ...KIGAMBONI... Mkoani .....DAR ES SALAAM.....

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

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY: DMO

PHARMACEUTICAL MEDICAL OFFICER OF HEALTH KIGAMBONI

Jina na Sahihi VICTORIA SHAGEMBE **Tarehe**.05/02/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata).ROZINA KUMARIU..... Kata ya...MANZESE.....

Nathibitisha kwamba Ndugu.PETER J. NJALALE..anaishi langu mtaa/~~kijiji~~...TUPENDANE.....,kuanzia mwaka....2009.....

Muhuri Mtendaji

Sahihi Afisamtendaji

.....

Signature:.....

Date.....

URBAN MUNICIPAL COUNCIL WARD EXECUTIVE OFFICER DAR ES SALAAM

Tarehe

.....05/02/2024.....

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 ALPHA G. SIMON PIN 0405406
2. Namba ya simu 0620476829 barua pepe .....
3. Tarehe ya mwisho kuhuisha jina (Retention) 20/12/2023
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? (https://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php) ☑ NDIYO, Stakabadhi Na. ..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi ALPHA G. SIMON mwenye taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo SOFU PHARMACY FIN ..... lililopo katika Wilaya ya KIGAMBONI Mkoani DAR ES SALAAM

Sahihi Simon Tarehe 02/01/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Magreth K. Lali Tarehe 9/01/2024

Muhuri KNY: DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) OLIVER O. LYAMOYO Kata ya KWEMBE

Nathibitisha kwamba Ndugu ALPHA G. SIMON anaishi eneo langu mtaa/kijiji LUGURUNI, kuanzia mwaka 2017 hadi sasa

Sahihi Afisamtendaji **Tarehe** 9/01/2024

Muhuri Mtendaji