



MARANATHA PHARMACY LIMITED

P.O. Box 19828 Dar Es Salaam, P.O. Box 1545 Mbeya
Physical Address - Msimbazi / Mchikichi Street - KARIAKOO DAR ES SALAAM
Ndongole Street - MWANJELWA MBEYA, Sokoine Road - SONGEA RUVUMA
Mwangaza Area - TUNDUMA SONGWE, Mbeya Road - SUMBAWANGA RUKWA
E-mail: md@maranathapharmacy.co.tz, Website: www.maranathapharmacy.co.tz
TEL: +255 25 2503003, Hotlines: +255 764 602228, +255 764 544044

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This agreement is made on this 28 day of 03 2025

BETWEEN

DICKSON MWAKASUNGA (Name) of P.O.BOX _____ Region _____
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of this business.

AND

The OLIVER VICTOR KAYOMBO 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 pharmacist styled as MARANATHA 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 sales, 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 04 2025 to 01 day of 04 2026

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 01 day of 04 2025

4. Obligation of 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. 14,000,000 payable monthly to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement and 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 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 the 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 Superintended 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 provide 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 is 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 obtaining from the Pharmacy Council and other appropriate authorities collect the requisite licenses, permits and authorization and keeping the pharmacy within the standards, conditions and manners as contained in any written law for the time being in force governing the management, regulation and control of the business of a pharmacy.
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week, though 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 he/she supervises in 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.
- 4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations 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 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.
- 4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

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

This agreement may be terminated by either party upon Issuing a written notice of three (3) months to the other party of this intention to terminate this contract.

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

Notifications 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 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. Cost

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

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

9. The Pharmacy Council will accept additional clause but this Agreement is a generic contract for guidance only.

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... OLIVER V. KAYOMBO PIN 0103636
2. Namba ya simu... 0623789085/0676670931. barua pepe... olivindur18@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)... 11/12/2024
4. Je, umehisha 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. 67X101324639312 ☐ HAPANA

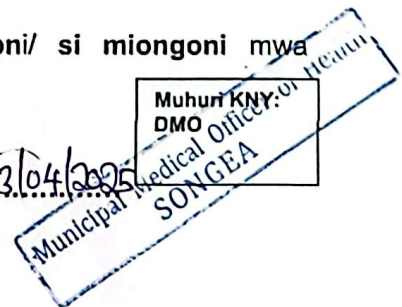
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... OLIVER V. KAYOMBO mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
MARANATHA PHARMACY FIN lililopo katika
Wilaya ya SONGEA Mkoani RUUYUMA
Sahihi KAYOMBO Tarehe 28/03/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi/Karian M. Nyagawa Tarehe 03/04/2025



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ALIATTA K. MWIMBEA Kata ya MATEKA

Nadhibitisha kwamba Ndugu OLIVER V. KAYOMBO anaishi

langu mtaa/kijiji MATEKA kuanzia mwaka 2000

Sahihi Afisamtendaji

Tarehe 28/03/2025





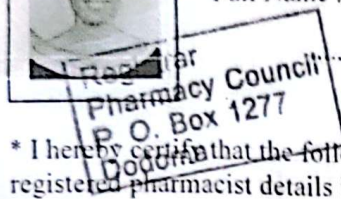
THE UNITED REPUBLIC OF TANZANIA

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THE PHARMACY COUNCIL

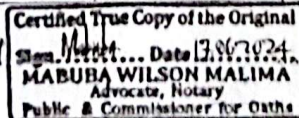
CERTIFICATE OF FULL REGISTRATION

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

Full Name Oliver Victor Kayombo

* 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					
0103636	2nd February, 2024	21st June, 1998	Tanzanian	P.O. Box 65001 Dar es Salaam	Bachelor of Pharmacy	Muhimbili University of Health and Allied Sciences 2022

Date 14th February 2024

[Signature]
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 Pharmacist 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

PHARMACY COUNCIL



PCF. 17

NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A
PHARMACY

(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Changes to be Made: Superintendent ☒ Other Pharmaceutical Personnel ☐

A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER
OF THE PHARMACY.

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy MALAMITA PHARMACY SONGEA Facility Identification Number (FIN).....
Physical address:
Street CCM Street Ward Songea Mjini District/Municipal SONGEA Region RUVUMA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name AULERIA KADINDE PIN 0103551 Phone 06 933 75175
Address SHINYAN GA Email auleriakadinde@gmail.com

A.3. REASON(S) FOR CHANGE

Relocation due to government employment.

Time frame of notification: (As per Contract) 15 Days Signature [Signature] Date 27 March 2025

A.4. OWNER'S DETAILS

Full Name STEPHEN SAMUEL LANGENI Phone Number +255 764 602 228
Remarks Competent Pharmacist and Hard Working
Signature [Signature] Date 27 MARCH 2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL 0623789085

Full Name OLIVER V. KAYOMBO PIN..... Phone Number 0676670931 Email oluyvictor18@gmail.com
Physical address:
Street..... Ward MATEKA District/Municipal SONGEA Region RUVUMA
Details of Previous pharmacy:
Name of Pharmacy PEMAKO PHARMACY FIN..... District/Municipal BARA Region SIMUYU

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL

PERSONNEL (To be attached)

- (i) Copies of registration certificate and valid license to practice
- (ii) Contract Agreement/MOU
- (iii) Commitment Letter

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations.....
Full Name..... Designation..... Signature..... Date.....

D. NOTE;

Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.