

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... ADAM OMARY RASSA PIN 0100902
2. Namba ya simu... 0714560462 barua pepe adamrassa@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)... 18-12-2024
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. GVX101331119636 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... ADAM OMARY RASSA mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
AGRANC PHARMACY FIN 0103547 lililopo katika
Wilaya ya ILALA Mkoani DAR-ES-SALAAM
Sahihi [Signature] Tarehe 29/07/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature] Tarehe 28/07/2025

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ELIZABETH MINGA Kata ya MSASANI
Nadhibitisha kwamba Ndugu ADAM OMARY RASSA anaishi
langu mtaa/kijiji MIKOROSHONI, kuanzia mwaka 2022

Sahihi Afisa mtendaji

Tarehe
29/07/2025



AGREEMENT FOR EMPLOYMENT TO OPERATE BUSINESS OF PHARMACY

This Agreement is made on this 01 day of AUGUST 20 25

BETWEEN

FRANZ JOHN (Name) of P.O.BOX 4020 Region D'ISALANG
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

ADAM OMARY RASSA a registered Pharmacist in charge who supervise a Business AGRANC PHARMACY (hereinafter referred to as the **SUPERRINTENDENT**)

WHEREAS the proprietor with section and operate a business of pharmaceutical dispenser regulated business under the Act.

WHEREAS in compliance with section 43 of the act the proprietor wishes to engage the professional services of pharmaceutical to be in charge of the business;

WHEREAS the superintendent is willing to offer professional services to the proprietor of remuneration for such services or such other terms and conditions as stipulated hereunder

WHEREAS the proprietor and Superintendent are desirous to enter into and agreement to establish and operate a business of pharmaceutical dispenser operate a business of a pharmaceutical styled as RETAIL SALES 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 Pharmaceutical dispenser/pharmacist.

"Business of pharmacy or pharmaceutical dispenser/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 pharmacist

"Pharmacist" means a person registered as such 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

Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 01 day of 8 2025 to 01 day of 8 2026

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the _____ day of _____ 20 _____

3. Obligation of the Parties:

4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

4.1. 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 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 Apply 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.
- 4.1.10 Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the pharmaceutical technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e 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.
- 4.1.14 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 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 condition as contained in any written law that regulates and control the business of the pharmacist
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum 15hours 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 high level at all times.
- 4.2.4 Shall manage and undertake all technical and profession matters in the pharmacy
- 4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day function 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 good pharmacy practice standard
- 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 violation done by the proprietor.

- 4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.2.12 Must ensure whoever is on duty shall operate in white coat and name tag on it
- 4.2.13 Shall establish a well-organized management body of pharmacy of which he supervises
- 4.2.14 Shall ensure that all certification (permit, premises registration, copy of certificate of 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 standard.
- 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 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.

6.2 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 Dar es salaam this 29 day of JULY 2025

SIGNED and DELIVERED

By FRANCIS UBTAN
Who is known to me personally/
Introduced to me by Adam Mary Rassa
the latter known to me personally
This 29 day of JULY 2025


PROPRIETOR

In the presence of:

Name Raymond Mwakasitu
Designation Advocate
Signature [Signature]
Date 29/07/2025



SIGNED and DELIVERED

By the said ADAM MARY RASSA
Who is known to me personally/
Introduced to me by [Signature]
the latter known to me
personally
This 29 day of JULY 2025


SUPERINTENDENT

In the presence of:

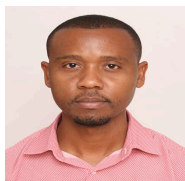
Name Raymond Mwakasitu
Designation Advocate
Signature [Signature]
Date 29/07/2025





THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

ADAM OMARY

PIN NO: 0100902

Having complied with the provision of Section 22 of The Pharmacy Act, Cap 311
is entitled to practice as a **Full Registered Pharmacist** upon the
terms and subject to the conditions set forth in the
aforesaid Act and its Regulations thereto.

Issued: **20 January 2012**

Expires on: **31 December 2025**

Registrar
Pharmacy Council

