

UNITED REPUBLIC OF TANZANIA JAMHURI YA MUUNGANO WA TANZANIA EXCHEQUER RECEIPT STAKABADHI YA MALIPO YA SERIKALI

RECEIPT NUMBER

RECEIVED FROM

AMOUNT

AMOUNT IN WORDS

IN RESPECT OF

BANK REFERENCE

CONTROL NUMBER

PAYMENT DATE

ISSUED BY

DATE ISSUED

SIGNATURE

925101323688009

GOMBEYE PHARMACY

TZS 250,000.00

TWO HUNDRED AND FIFTY

THOUSAND

DUPLICATES CERTIFICATE,

APPLICATION FOR CHANGE OF

NAME/ OWNERSHIP

GWX101476499470

991620302430

Apr 11, 2025

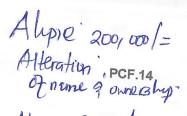
PHARMACY COUNCIL

Priday, ACY COUNC!L

Apr 1/1 2025

9916203028430

PHARMACY COUNCIL





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11/4/2025

APPLICATION FOR ALTERATION (Under Section 35 (1) of Pharmacy Act, 2011)

Registrar. Pharmacy Council,

Dodoma.
APPLICATION FOR CHANGE OF: 1. PREMISES LOCATION 2. BUSINESS NAME 3. BUSINESS OWNERSHIP
NAME OF PREMISES MEGDINGEYE PHARMARY FIN 03 00 438
PHYSICAL APPRESS: Retail Pharmacy Wholesale Pharmacy Warehouse
Plot No. Street: M&AGRA PANGT TAY Ward. MBAGAL A District/Municipal. TEME WE POSTAL ADDRESS: E-mail: Contact. No. 0624877630
OWNERSHIP-
Directors (Names): 1. MOABU F. BISUKAYE Qualification: BUSINES MAN 2. Qualification: 3. Qualification:
Full Name: NATRO IDD Residential Address: DREST - SMAD: PIN: 010 31 45
Contract commencement date: 09/04/2029 Cessation date 06/04/2025
SECTION B: PROPOSED CHANGES:
NAME OF THE NEW PREMISES: MEDLIFE PHARMACY - MBAGALA
TYPE OF BUSINESS: Retail Pharmacy Wholesale Pharmacy Warehouse
PHYSICAL ADDRESS:
Plot No. Street MRACALD LANGI THYWARD MBACALD District/Municipal. TEMEKE Region PAR-E-SALBON POSTAL ADDRESS: CONTACT. No. 0762-98 928 570

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)	DOE 44
(· · · · · · · · · · · · · · · · · · ·	PCF.14
1. ANTON TANDA Qualification: Rus INTES MAN	
2. Qualification: 12 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	
3 Qualification:	
SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE) Full Name: JISEP A KUSHOKA PYOLOGI PIN: 010 330 C	
Residential Address: DAD - 13-5 At as PIN: 010 330 4	+
Contract commencement date: 07/04/ 2025 Cessation date: 07/04/	ena 1200@c
1. Vanetany, Ka Manziara van 1	1
1. Vanetanika Marziano ya Jenpo la Kufa Brashaa panoje bodhaa Ziliz Kumen	7/9
	- ngani
2	********

SECTION D: APPLICANT INFORMATION	
Name of Applicant: ANTONY TO THE TOTAL	
(Contact/empil is alies	
Address:	
Signature of Applicant. Date 07/04/2023	
Date 01/04/2025	
SECTION E: APPLICANT DECLARATION	
hereby declare to the best of my sanity that the information provide to	9
Signature of Applicant	
SECTION F: REQUIRED ATTACHMENT	
Please attach the following documents depending on your research	
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	
Original Premises Registration Certificate (For Alteration No. 1 or 2)	



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN:

(1)

125-847-269

PHARMACY COUNCIL

MWENGE

31818

(1)

(1)

0

63

1.3

(1)

DAR ES SALAAM

Tax Certificate Number:

141-0235-5176

Issuing Office:

Temeke

Telephone:

022-2861122

(1)

Date of issue:

09 April 2025

6,7

1			
Taxpayer Name	I II	Expiry Date:	31 December 2025
Trading Name	MOABU FREDRICK BISUK	AYE	
Taxpayer Identification Number	155 020 53	The second secon	Control of the second of the s
Company Registration Number	155-038-594 Vat F	Registration Number	and the second s
Business Promised		The second secon	the state of the s

Business Premises located at:

REGION: DAR ES SALAAM, DISTRICT : TEMEKE,

STREET: Mianzini

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):

Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores

Alfred T. Miregi COMMISSIONER FOR DOMESTIC REVENUE 09 April 2025



Disclaimer:

- 1. This certificate is issued free of charge
- 2. This certificate should be tendered in its original force 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.

MKATABA WA MAUZIANO YA DUKA LA DAWA

KATI YA

MOABU FREDRICK BISUKAYE (MUUZAJI)

NA

ANTONY TADEO TANDA (MNUNUZI)

UMETAYARISHWA NA: M & L ADVOCATES, NDOSI STREET, P.O. BOX 61133, MBAGALA, DAR ES SALAAM.

MKATABA WA MAUZIANO YA DUKA LA DAWA

Mkataba huu umeingiwa leo Tarehe 7 Mwezi Aprili 2025 BATNA YA

MOABU FREDRICK BISUKAYE Mwenye simu Namba 0624877630 wa Dar es salaam ambaye kwenye mkataba huu ataitwa Muuzaji" kwa upande mmoja.

Na

ANTONY TADEO TANDA Mwenye simu Namba 0762-928-570 Dar es salaam ambaye kwenye mkataba huu ataitwa "Mnunuzi" kwa upande wa pili.

KWA KUWA muuzaji ni mmiliki halali wa **DUKA LA DAWA** ambalo lina namba za usajili **00438-2024** lenye jina **M&S Gombeye Pharmacy** liliopo Mbagala Rangi Tatu wilaya ya Temeke Dar es salaam ambalo linafanya kazi, na kwa hiyari yake amemuuzia Mnunuzi kwa makubaliano ya fedha Shilingi Milioni tatu tu (Tshs 3,000,000).

BASI PANDE ZOTE MBILI ZIMEKUBALIANA KWENYE MKATABA HUU KAMA IFUATAVYO:-

- 1. Malipo haya yalifanyika kwa njia ya Benki ya CRDB yenye jina MOABU FREDRICK BISUKAYE yenye Account No. **0152580375900** kiasi cha shilingi Milioni Tatu tu (3,000,000/=) yaliyofanyika siku ya tarehe 04/4/2025.
- 2. Muuzaji atakabidhi nyaraka zote za Duka la dawa husika na atasaini nyaraka zote za kubadilisha umiliki.
- 3. Kwamba muuzaji anamhakikishia Mnunuzi kuwa Duka husika ni mali yake mwenyewe, na si mali ya mtu mwingine na hana deni na wala hakijawekwa rehani mahala popote.
- 4. Kama kuna deni lolote ,Muuzaji atawajibika kulilipa na Mnunuzi hatowajibika na chochote.
- 5. Muuzaji atawajibika kukabidhi kadi halisi ya Duka la Dawa husika.
- 6. Endapo Mgogoro wowote utakapojitokeza kati ya Muuzajii na Mnunuzi kuhusiana na Mkataba huu utatatuliwa kwa njia ya usuluhishi kwa pande zote mbili, iwaapo itashindikana hatua Zaidi zitachukuliwa kwa mujibu wa sheria za Tanzania zinazohusiana na mikataba.

UMESAINIWA NA KUTOLEWA na
MOABU FREDRICK BISUKAYE ambaye
anajua kusoma na kuandika lugha
iliyotumika katika kuandaa mkataba huu na
ambaye ametambulishwa kwangu na
.....ambaye namfahamu leo
Tarehe 7 Mwezi Aprili 2025.

MUUZAJI

M	B	F	1	F	YA

JINA: MOHAMED ARBALLAH LIKWIWJILI ANUANI GILIS DSM SAHIHI ARA WADHIFA WAKILI

UMESAINIWA NA KUTOLEWA na
ANTONY TADEO TANDA ambaye
anajua kusoma na kuandika lugha
iliyotumika katika kuandaa mkataba huu na
ambaye ametambulishwa kwangu na
.....ambaye namfahamu leo
Tarehe 7 Mwezi Aprili 2025

MNUNUZI

MBELE YA

JINA: MOTTAMED ABDALLAH LIKWINJILI ANUANI GILZZ DSM

SAHIHI WAKILI



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 TELINDI DAWA MSAIDIZI
Jilla la inwanataaluma. 171009 Plat Dany Bin 040 614 2
Namba ya simu 01633 7988 barua pene Marwa 763 Camb. C.
3 Tarehe ya mwisho kuhuisha jina (Retention). 204
4. Je. umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(a series of the decision of the series of
) 12NDIYO, Stakabadhi Na ☐ HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mim MARY BROSPER Common
taaluma ya dawa ngazi ya TUMDI DAWA SANIFIJAkiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea hudumo ya dawa iliya k
FIN Olov 488
Wilaya ya TEN EXE Mkoani DAR-IJ-SOLOWN
Sahihi M. Yamya Tarehe \$/0025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongon i/ si miongoni mwa wanataaluma waliopo katika halmashauri ninayosimamia
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Ramo Tarehe. 68 - 07 2000
alelle
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaii
Jina la mtendaji (Kata) ASHURA H. MAHUM Kata ya CHARAMBE
Nothibitation 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
langu mtaa/kiiiii RAMti TATU kuanzia musla 7.022. Mtalinii
Sahihi Afisamtendaji Tarehe 08 04 2025 Falls
Addung 08/04/2028.
May 1



THE UNITED REPUBLIC OF TANZANIA PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act
(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify than

MARY PROSPER LYAMUYA

PIN NO: 0406143

Having complied with the provision of Section 26 of Tise Pharmacy Act, Cap 311 is entitled to practice as a Pharmaceutical Technicians upon the terms and subject to the conditions set forth in the offerward Act and its Regulations thereto.

Issued 02 February 2023 Expires on 31 December 2025

> Proportar Proportario Consent



Marie

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN
This Agreement is made on this day of day of 20 25
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.
who will perform all the technical activities in the Pharmaceu 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 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.

2.	Duration of Agreement This Agreement shall be effective for a period of twelve (12) months, commencing from the
3.	Commencement of Supervision The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the day of 20 25

Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 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 other 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.

[&]quot;Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

[&]quot;Superintendent" means a pharmacist in charge of the business of a pharmacist

[&]quot;Pharmacist" means a person registered as such under section 16 of the Act.

[&]quot;Pharmaceutical Technician" means a person enrolled as such under section 23 of the Act.

[&]quot;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

- 4.1.7 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.
- 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 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.
- 4.1.11 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.
- 4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- 4.1.14 Perform any other duty as the Council may determine from time to time.

4.2 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: -

- 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.2 Shall ensure services are provided are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.

- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 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.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 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 6.2 legal remedy.
- 6.3 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.

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date and in the manner herein after appearing.
Signed and delivered by the parties at this
SIGNED and DELIVERED
By the said
Who is known to me personally/
Introduced to me by
the latter known to make the
Inis of day of the
in the presence of:
Name X MOHAMED ABDAYAN LIKWINIY
Designation COMMISSIDNED FOO CAFILE
Signature: ARRIL 2025
Date: ARRIL 2025
SIGNED and DELIVERED
By the said MARY P LYAMUYA
Who is known to me personally/
Introduced to me by
H- 1-11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
This
TECHNICIAN
In the presence of:
Name: MOHAMED ABLALLAH LIKWINJILI
Designation: COMMISSIONEL FOR OATITY Signature: Signature: Sales of the Commission o
Signature:
Date: 7th APPIL 2025
5
Commission



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. JISENA Kughoka Maroin (OIA 33020
2. Namba ya simu 0766711655 barua pepe Cultiforus 12000 con
3. Tarehe ya mwisho kuhuisha jina (Retention). 2024
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)
LITAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi U CENA Kugytoka MYOLOB
taaluma ya dawa ngazi ya DEGNUE nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolog buduma wa ta wa
Wilaya ya WEKE Mkoani DAR-ES - SALAGON
Wilaya ya TMEKE Mkoani DAR-ES—SALARM. Sahihi Tarehe 08/4 2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninavosimamia
FOR MUNIMEDICAL OFFICER
Jina na Sahihi RAMOTHAN M. RAJANI Tarehe. 08 - DZ TEMEKE
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaii
Jina la mtendaji (Kata). ASHURA -H - MAHUNA Kata ya. CHARA MBE
Nathibitisha kwamba Ndugu JI JC NA 'K Lyuzus) anaishi Maturi
landu mtaa/kuu Langi Mtendaii
Sahihi Afisamtendaji Tarehe
Sahihi Afisamtendaji Tarehe 08 09 7075
EK No





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

JISENA KUSHOKA

PIN NO: 0103304

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:02 February 2023

Expires on:31 December 2025

Registrar Pharmacy Council







00001956

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

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

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91	10 to	S 4470 4	r# 30 %	55 18	E. 4

Full Name	Jisens	Kushoka		
			21	

* 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.

Reg PIN.	gistration Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0103304	2nd February, 2023	12th June, 1995	Tanzanian	P.O. Box 170 Tabosa	Bachelor of Phasmacy	Muhimbili University of Health and Aliked Sciences 2021

Date 15th Lebruary 2023

REGISTRAR

NOTES: (1) This certificaate 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 referene 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 TO OPERATE A BUSINESS OF A PHARMACIST

	This Agreement is made on this of day of April 20 25					
	BETWEEN (Name) of P.O.BOX Region DATES—SALDAM (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.					
	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 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 Ac	reement
		- 0 0 0	

This Agreement shall be effective for a period of twelve (12) months, commencing from the _____day of ____day of ____day of _____20 __26

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the day of 20 25

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. ________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.**
- 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 1 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.

- If amicable settlement becomes impossible, then, an aggrieved party may seek 6.2 legal remedy.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintended 6.3 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 thisday of	1 April 20 25			
SIGNED and DELIVERED By the said	*			
By the said				
Who is known to me personally/				
Introduced to me by	120			
the latter known to me personally	H			
This	PROPRIETOR			
In the presence of:				
Name: * MOHAMED ABDALLAH LIKWINDILI	wat Likuw			
Designationy Commissioner For Afths Signature: 7th APAL 2025	A Part os Sales			
Signature	18/8/			
Date: 2025	13.4 (0)23			
· /				
SIGNED and DELIVERED By the said	5/8			
By the said US DNH CUS(1004)	Comission!			
Who is known to me personally/				
Introduced to me by				
the latter known to me personally	9\			
This	SUPERINTENDENT			
In the presence of:	232			
Name: Metamies ADDALLAH LIKWINGILI	Sallah Likwinjiii			
Designation: COMMISSION OF FOR OFFITTS	3500			
Designation: GRMMISSION R FOR OATH'S Signature: APRIL 2025				
Date: APRIL 2005	11 (1237) \$ \$			
	3/8			
	Advocate 188			
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