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: ELOHIM PHARMACY BRANCH FIN 0200260

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

PHYSICAL ADDRESS:

Plot No. 3, Block N Street: Mashariki avenue Ward Viwandani

District/Municipal DODOMA Region: DODOMA

POSTAL ADDRESS: Box 2500 Contact. No. .....

E-mail: .....

OWNERSHIP:

Directors (Names): 1. BARAKA NYALINGO Qualification: PHARMACIST

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

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

SUPERINTENDANT INFORMATION:

Full Name: BARAKA NYALINGO PIN: 0100544

Residential Address: DODOMA Tel: 0767444699 Email: Lutwanc@gmail.com

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

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: JOGITA PHARMACY.

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

PHYSICAL ADDRESS:

Plot No. 3, Block N Street MASHARIKI AVENUE Ward Viwandani

District/Municipal DODOMA Region DODOMA

POSTAL ADDRESS: — CONTACT. No. —

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. JOSHUA GITANO Qualification: PHARMACIST
2. ..... Qualification: .....
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: JOSHUA GITANO PIN: 0102835

Residential Address: DODOMA Tel: 0687242723 Email: Joshuagitano.pharm@gmail.com

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

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. TRANSFER OF OWNERSHIP of The premise.

2. .....

SECTION D: APPLICANT INFORMATION

Name of Applicant: JOSHUA GITANO

(Contact/email if different from the above)

Address: DODOMA Tel: 0687242723 E-mail: Joshuagitano.pharm@gmail.com

Signature of Applicant ..... Date 10/02/2025

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 10/02/2025

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)

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 101-221-490
MKURUGENZI WA JIJI DODOMA
MTAA WA CDA
1249
DODOMA

Tax Certificate Number:
161-0227-2940

Issuing Office: Dodoma
Telephone: 026 23222912
Date of Issue: 12 February 2025
Expiry Date: 31 December 2025

Taxpayer Name	**ELOHIM PHARMACY LIMITED**		
Trading Name			
Taxpayer Identification Number	**151-412-025**	Vat Registration Number	
Company Registration Number	**151412025**		

Business Premises located at :
REGION : DODOMA,
DISTRICT : DODOMA,
STREET : MJI MPYA - UHURU

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	Other retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
2	Quarrying of stone, sand and clay
3	Residential care activities for mental retardation, mental health and substance abuse
4	Raising of cattle and buffaloes

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
12 February 2025

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.

MKATABA WA MAUZIANO YA DUKA LA DAWA (PHARMACY)

Mkataba huu umefanyika Dodoma leo tarehe **08** mwezi **Februari mwaka 2025**

KATI YA

ELOHIM PHARMACY LIMITED, ni kampuni yenye usajili No.151412025, TIN No. 151-412-025, yenye S.L.P 2500 Dodoma, Tanzania ambaye katika Mkataba huu anatambulika kama **MUUZAJI** kwa upande mmoja wa Mkataba huu.

NA

JOSHUA GITANO MWITA, raia wa Tanzania mwenye KITAMBULISHO CHA TAIFA Na. 19960426-41111-00003-20, mwenye Sanduku la Posta 1249 Dodoma ambaye katika Mkataba huu anatambulika kama **MNUNUZI** kwa upande wa pili wa Mkataba huu.

Kwa kuwa Muuzaji ndio Mmiliki Halali wa **ELOHIM PHARMACY BRANCH** na ameamua kwa hiyari yake kuuza kwa Mnunuzi kwa bei ya mauziano ya Shilingi za kitanzania Milioni Ishirini na Tano tu **(TSH. 25,000,000/=).** Pia kwa kuwa Mnunuzi amekubali kwa hiyari yake kununua Bidhaa tajwa humu ndani kwa bei ya manunuzi ya Shilingi za kitanzania Milioni Ishirini Tano tu **(TSH. 25,000,000/=).**

SASA MKATABA HUU UTASHUHUDIA MAMBO YAFUATAYO:

1. **KWAMBA,** Muuzaji anakubali kuuza **Elohim Pharmacy Branch** kwa Mnunuzi lililopo katika; Kiwanja No. 3, Kitalu "N", Mashariki Avenue, Viwandani, Dodoma.

2. **KWAMBA,** Muuzaji anamuuzia Mnunuzi Pharmacy hiyo na kilakitu kilichopo humo; Mali iliyopo kwenye Duka hilo ni pamoja na vifaa vifatavyo; Desktop Mmoja, Dawa na Samani (furniture) za ofisi.

3. **KWAMBA,** Muuzaji anauza na mnunuzi ananunua Pharmacy tajwa hapo juu kwa bei ya Shilingi za Kitanzania Milioni Ishirini na Tano tu **(TSH. 25,000,000/=),** ambapo malipo yatafanyika kwa utaratibu ufuatao;

    a. Malipo ya awali kiasi cha Shilingi za Kitanzania Milioni Kumi tu (TSH. 10,000,000/=) yameshafanyika punde tu baada ya pande zote mbili kusaini mkataba wa mauziano.
    b. Awamu ya pili ya malipo ya kiasi cha Shilingi za kitanzania Laki mmoja tu (TSHS. 100,000/=) kwa siku, ambapo zitaanza kulipwa Tarehe 11 Februari, 2025 na mwisho wa malipo ni Tarehe 10 Julai, 2025.

4. **KWAMBA,** baada ya malipo hayo kufanyika kwa utimilifu Mnunuzi atakabidhiwa Pharmacy hiyo na Muuzaji.

5. **KWAMBA,** muuzaji anathibitisha kuwa yeye ndiye mmiliki halali wa vifaa hivyo na Pharmacy tajwa hapo juu na haijauzwa mahali popote pengine nje ya Mauziano haya, haijawekwa rehani wala kugawiwa kwa mtu mwingine yeyote yule.

6. **KWAMBA,** Muuzaji na mnunuzi wamekubaliana kwamba Pharmacy inayotajwa humu ndani (hapo juu) inauzwa ikiwa haina mgogoro wowote kwa mujibu wa sheria, kwa kuwa Muuzaji amefuata na kuzingatia sheria na taratibu zote za kuuza duka hilo kwa Mnunuzi tajwa humu ndani

7. **KWAMBA,** endapo mgogoro wowote utajitokeza baina ya pande mbili hizi, sheria za Jamhuri ya Muungano wa Tanzania zitatumika kutatua suala hilo.

KWA KUSHUHUDIA UTEKELEZAJI WA MKATABA HUU PANDE ZOTE MBILI WAMEWEKA SAHIHI, SIKU, MWEZI NA MWAKA KAMA IFUATAVYO; -

IMETOLEWA na KUSAINIWA DODOMA na
ELOIM PHARMACY LIMITED ambaye namfahamu
Binafsi/ametambulishwa kwangu na.....
leo tarehe ...08..... mwezi ...02..... mwaka **2025.**

MUUZAJI

Jina: Baraka L. Nyaulingo

Saini: .....

Anuani: S.L.P 2500 Dodoma

Cheo: Mkurugenzi

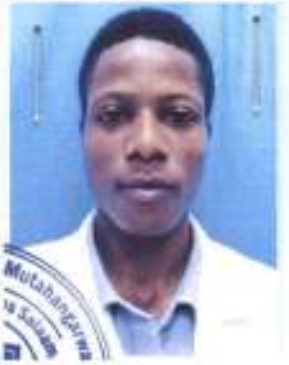
MBELE YANGU:

JINA: **JACQUILINE GEOFFREY MUTAHANGARWA**

SAHIHI: .....
ANUANI: S.L.P 2890, DODOMA.
CHEO: WAKILI

IMETOLEWA na KUSAINIWA DODOMA na
JOSHUA GITANO MWITA ambaye namfahamu
binafsi/ametambulishwa kwangu na .....
leo tarehe ...08..... mwezi .....02..... mwaka **2025.**

MNUNUZI



MBELE YANGU:

JINA: **JACQUILINE GEOFFREY MUTAHANGARWA**

SAHIHI: .....
ANUANI: S.L.P 2890, DODOMA.
CHEO: WAKILI

MKATABA WA UPANGAJI

MKATABA HUU umefanyika leo tarehe ..30.. Mwezi .....8.....2024

KATI YA

SALOME SUMBALI wa sanduku la posta 4422 Dodoma (ambaye katika mkataba huu atajulikana kama **Mwenye nyumba)** kwa upande mmoja.

NA

BARAKA NYAULINGO wa namba ya simu 0687242723 Dodoma Tanzania, (ambae katika mkataba huu atajulikana kama **MPANGAJI**) kwa upande mwingine.

KWA VILE Mwenye nyumba anayo nia ya kumpangisha mpangaji nyumba/Chumba yake iliyopo kwenye Kiwanja Plot Na 3 Block N Uhindini Dodoma. Manispaa.

NA KWA VILE Mpangaji na Mwenye nyumba wamekubaliana kupanga nyumba kwa ajili ya makazi tu.

HIVYO BASI pande zote mbili katika mkataba huu zinakubaliana kama ifuatavyo.

1. MUDA WA UPANGAJI

Muda wa upangaji ni kipindi cha mwaka mmoja kuanzia tarehe 30/8/2024. na utaisha tarehe ..1../10/2025.....

2. KODI YA PANGO

(a) Kodi ya pango ni shilingi laki saba na elfu hamsini (TShs 750,000/=) kwa mwezi sawa na shilingi milioni tisa (TShs. 9,000,000/=) kwa mwaka mmoja

(b) Kwamba kwa kusaini mkataba huu mwenye nyumba anakiri kuwa ameshapokea kiasi cha shilingi milioni tisa (TShs 9,000,00/=)tu kutoka kwa Mpangaji. Ikiwa ni sehemu ya kodi ya upangaji.

3. NI WAJIBU WA MPANGAJI KUTEKELEZA YAFUATAYO: -

1. Kulipa kodi iliyotajwa hapo juu kama ilivyoelezwa.

2. kuiweka nyumba/chumba hiyo na Mazingira yake katika hali ya usafi.

3. Mpangaji atawajibika kulipia maji na umeme kwa kadri alivyotumia wakati wote wa mkataba.

4. Kutofanya mabadiliko/marekebisho yoyote kiujenzi bila kibali cha maandishi cha mwenye nyumba.

5. Pia endapo makubaliano haya yataongezwa muda basi itolewe taarifa ya mwezi mmoja kwa pande zote mbili kuwa anaendelea au la. Na endapo hayataongezwa muda wake mpangaji atamkabidhi mwenyenyumba eneo lake kama alivyokabidhiwa.

NI WAJIBU WA MWENYE NYUMBA KUTEKELEZA YAFUATAYO: -

a. Wakati muda wa mkataba huu haujaisha kutokuuza nyumba hiyo au kumpangisha mtu mwingine bila kumuarifu mpangaji au kupata kibali kutoka kwa mpangaji.

b. Kutombugudhi mpangaji kwa namna yoyote mradi mpangaji atatimiza masharti ya mkataba.

c. Iwapo atataka kusitisha mkataba kwa sababu nyingine yoyote atatoa taarifa isiyopungua mwezi mmoja.

2. ILI MRADI INAKUBALIWA NA KUTAMKWA KWAMBA: -

1. Mkataba huu unaweza kuongezwa muda wake kwa makubaliano ya wahusika baada ya muda wa mkataba huu kwisha.

2. Taarifa ya kuongeza muda wa mkataba huu inabidi itolewe si chini ya miezi mitatu kabla ya kumalizika kwa muda wa mkataba huu.

3. Iwapo kutatokea utata wowote kuhusu tafsiri ya mkataba huu utata huo utatafsiriwa kwa mujibu wa sheria ya Tanzania.

KAMA UTHIBITISHO wahusika wametia sahihi zao katika tarehe, mwezi na mwaka unaoonekana hapa chini.

UMESAINIWA NA KUWASILISHWA kwangu na **SALOME SUMBALI** ambaye namfahamu Binafsi/ametambulishwa kwangu na ..... ambaye namfahamu binafsi mbele yangu leo tarehe .....30.... mwezi .....8..... 2025

.....
MPANGISHAJI

SAHIHI: .....
ANUANI YA POSTA: S:L:P 2556
DODOMA
WADHIFA: WAKILI

UMESAINIWA NA KUWASILISHWA kwangu na **BARAKA NYAULINGO** ambaye namfahamu Binafsi/ ametambulishwa kwangu na..... ambaye namfahamu binafsi mbele yangu leo tarehe .....30.... mwezi .....8..... 2025

.....
MPANGAJI

SAHIHI: .....
ANUANI YA POSTA: S:L:P 2556
DODOMA
WADHIFA: WAKILI

TANZANIA

Form 5

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 597787

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **JOGITA PHARMACY** this **24th** day of **FEBRUARY** year **2025** 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 **597787** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **24th** day of **FEBRUARY TWO THOUSAND AND TWENTY FIVE.**

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.

JAMHURI YA MUUNGANO WA TANZANIA

KITAMBULISHO CHA TAIFA

THE UNITED REPUBLIC OF TANZANIA

CITIZEN IDENTITY CARD

19960426-41111-00003-20

JINA : **JOSHUA GITANO**
Given Name

JINA LA MWISHO : **MWITA**
Last Name

TAREHE YA KUZALIWA : **26 APR 1996**
Date of Birth

JINSI : **M**
Sex

SAINI:
Signature

MWISHO WA MATUMIZI : **27 SEP 2028**
Expiry Date

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19960426411110000320

[illegible]

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY

PHARMACY COUNCIL

PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0200260

This is to certify that the premises owned by M/S ***Elohim Pharmacy - Branch*** of ***P.O. Box 2364, Dodoma*** located at ***Plot No. 3, Block N, Mashariki Avenue, Viwandani, Dodoma*** Municipality/District in ***Dodoma*** Region has been registered for ***Wholesale Only*** to sell pharmaceutical and related products with Facility Identification Number (FIN) ***0200260***

Issued in: ***May 2023***

Expires on: ***29 June 2028***

06-06-2023

DATE:

SIGNATURE OF REGISTRAR AND STAMP

CONDITIONS

1. ***The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered***
2. ***This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises***
3. ***Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council***
4. ***This certificate is non transferable to other premises or to any other person***
5. ***Both certificate and business permit shall be displayed conspicuously in the registered premises***

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	: **925139332290839**
Received from	: JOGITA 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 OF NAME AND OWNERSHIP*	**200,000.00**	
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16215136250606613433
Payment Control Number	: ***991620305073***
Payment Date	: **2025-05-19 08:41:33**
Issued by	: Zena Mango
Date Issued	: 2025-05-19 09:13:03
Signature	: .....

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 PRISCA NYAKAHO PIN 0402477
2. Namba ya simu 0748-754768 barua pepe .....
3. Tarehe ya mwisho kuhuisha jina *(Retention)*.....
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 PRISCA NYAKAHO mwenye taaluma ya dawa ngazi ya MTEKNOLOJIA DAWA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo JOGITA PHARMACY FIN ..... lililopo katika Wilaya ya DODOMA Mkoani DODOMA

Sahihi Nyakaho Tarehe 05/05/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi PROSPER MHAGAMA **Tarehe** 05/05/2025

Muhuri KNY: DMO
CITY MEDICAL OFFICER
P.O. Box 1249, DODOMA
CITY MEDICAL OFFICER
OF HEALTH

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SUBIRA MTENDUKA Kata ya UHURU

Nathibitisha kwamba Ndugu PRISCA NYAKAHO anaishi langu mtaa/kijiji UHURU, kuanzia mwaka 2022

Sahihi Afisamtendaji .....

Tarehe 05/05/2025

Muhuri Mtendaji
AFISA MTENDAJI WA MTAA
05 MAY 2025
KATA YA UHURU
S.L.P 1249, DODOMA

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 that

PRISCA B NYAKAHO

PIN NO: 0402477

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

Issued:**12 December 2019**

Expires on:**31 December 2025**

Registrar
Pharmacy Council

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 05 day of 05 20 25

BETWEEN

JOSHUA GITANO **(Name) of P.O.BOX** 1249 **Region** DODOMA (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

PRISCA NYAKAHO enrolled Pharmaceutical Technician who will perform all the technical 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 RETAIL 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.

"Pharmaceutical Technician" means a person enrolled as such under section 23 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 05 day of 05 20 25 to 05 day of 05 20 26

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 05 day of 05 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. 350,000/=

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.**

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.

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

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 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 05 day of 05 20 25

SIGNED and **DELIVERED**

By the said JOSHUA GITANO NWITA

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

Introduced to me by —

.....the latter known to me personally

This 05 day of 05 20 25

PROPRIETOR

In the presence of:

Name: JACQUILINE GEOFFREY MUTAHANGARWA

Designation: ADVOCATE

Signature: .....

Date: 05/05/2025

Jacquiline Geoffrey Mutahangarwa
Est 25290 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

SIGNED and **DELIVERED**

By the said PRISCA B. NYAKAHO

Who is known to me personally/ —

Introduced to me by JOSHUA GITANO NWITA

.....the latter known to me personally

This 05 day of 05 20 25

NYakaho

PHARMACEUTICAL TECHNICIAN

In the presence of:

Name: JACQUILINE GEOFFREY MUTAHANGARWA

Designation: ADVOCATE

Signature: .....

Date: 05/05/2025

Jacquiline Geoffrey Mutahangarwa
Est 25290 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

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