



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL



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 Miyomboni Pharmacy Ltd Facility Identification Number (FIN) 0101866
 Physical address:
 Street Jamiat Ward Kitanzini District/Municipal IRINGA TOWN Region IRINGA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name FLORA S. LUSIBILI PIN 0103033 Phone 0757580075
 Address Sasgeter Magambo Email severinegiroa96@gmail.com
0100203

A.3. REASON(S) FOR CHANGE

CHANGE OF LOCATION (SECURING GOVERNMENT JOB IN NEW GOVERNMENT LOCATION)

Time frame of notification: (As per Contract) 3 months Signature _____ Date _____

A.4. OWNER'S DETAILS

Full Name LAWRENCE MAUSA BURILLO Phone Number 0715711219
 Remarks AS STATED IN A.3 ABOVE
 Signature _____ Date 13.08.2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name FORTUNATA SETH BAYYO PIN 0103780 Phone Number 0673730179 Email fortunabayyo@gmail.com
 Physical address:
 Street Jamiat Ward Kitanzini District/Municipal IRINGA TOWN Region IRINGA
 Details of Previous pharmacy:
 Name of Pharmacy Miyomboni Pharmacy Ltd FIN 0101866 District/Municipal IRINGA TOWN Region IRINGA

B.2. QUALIFICATION DOCUMENTS OF 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 must be different from the superintendent.

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 FARAJA R KIKUNGA PIN 0404548
2. Namba ya simu 0627774165 barua pepe farajakikunga@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 26/12/2023
4. Je, umehusha 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 FARAJA R KIKUNGA mwenye
taaluma ya dawa ngazi ya PHARMACEUTICAL TECHNICIAN nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
MIYOMBONI PHARMACY LTD FIN 0101866 lililopo katika
Wilaya ya IRINGA MJI Mkoani IRINGA
Sahihi [Signature] Tarehe 13/8/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY:
DMO

Jina na Sahihi DEANFIUS JUMA Tarehe 16/08/24 IRINGA MKUU

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SHAKILA JOHN Kata ya MWANGATA
Nathibitisha kwamba Ndugu FARAJA R KIKUNGA anaishi
langu mtaa/kijiji MAWELWELE kuanzia mwaka 2022

Muhuri
Mtendaji

Sahihi Afisamtendaji

Tarehe

John

16/08/2024

MUHURI YA AFISA MTENDAJI
KATA YA MWANGATA
WILAYA YA IRINGA



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: FORTUNATA SETH BAYYO PIN 0103780
2. Namba ya simu: 0673730179 barua pepe Fortunebayyo@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention): 21/6/2024
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: 9246/255100807 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi: FORTUNATA SETH BAYYO mwenye
taaluma ya dawa ngazi ya PHARMACIST (DEGREE) nakiri kwamba nitafanya
kazi yangu ya kitaaluma kabwa jengo la kutolea huduma ya dawa litwalo
MIYOMBONI PHARMACY LTD FIN 0101866 lililopo katika
Wilaya ya IRINGA TOWN Mkoani IRINGA
Sahihi: Bayo Tarehe 13/08/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY:
DMO

Jina na Sahihi: DEONATHI JULIA Tarehe: 16/08/24
MGANGA MKUU
IRINGA - MCHAO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata): SHAKILA SOHN Kata ya MWANGATA
Nadhibitisha kwamba Ndugu: FORTUNATA S. BAYYO anaishi
langu mtaa/kijiji: MAHELEWELE kuanzia mwaka: 2023

Sahihi Afisamtendaji

Tarehe

Sohn

16/08/2024

Muhuri
Mtendaji

AFISA MTENDAJI
MTAA WA MAHELEWELE
KATA YA MWANGATA
MANISPA YA IRINGA



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

FORTUNATA SETH BAYYO

PIN NO: 0103780

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: **21 June 2024**

Expires on: **31 December 2024**

Registrar
Pharmacy Council



THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act No. 31 of 2011)

I Hereby Certify that

FARAJA R KIKUNGA

PIN NO: 0404548

Having complied with the provision of Section 26 of The Pharmacy Act, Cap. 311

is entitled to practice as a **Pharmaceutical Technician** upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: 25 April 2022

Expires on: 31 December 2024

**Registrar
Pharmacy Council**





THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

00002445

CERTIFICATE OF FULL REGISTRATION

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



Registrar
Pharmacy Council
P.O. Box 1277
Dodoma

Full Name Fortunata Geth Bayyo

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					
0103780	21st June, 2024	2nd March, 1998	Tanzanian	P.O. Box 47 Dodoma	Bachelor of Pharmacy	St. John's University of Tanzania 2022

Date 21st June 2024

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.



00003701

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL
CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)

Full Name Faraja B. Kikunga

*I hereby certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

Enrollment		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0404548	25 th April, 2022	30 th August, 1995	Tanzanian	P.O. Box 11 Iringa	Diploma in Pharmaceutical Sciences	City College of Health and Allied Sciences 2021

Date 07th May 2022
REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annually by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

TANZANIA



Certificate of Incorporation

Section 15

No **102682**

I HEREBY CERTIFY THAT

MIYOMBONI PHARMACY LIMITED

is this day incorporated under the Companies
Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this **25TH** day of **SEPTEMBER****TWO THOUSAND AND THIRTEEN**
.....
Asst. Registrar of Companies

PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

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

FIN: 1103010060

This is to certify that the premises owned by M/S Miyomboni Pharmacy of P.O.Box 20221 Iringa located at Plot No. 41, Block H, Jamaat Street, Miyomboni in Iringa region have been registered for Retail Pharmacy for Selling Pharmaceutical Products, with Facility Identification Number (FIN) **1103010060**

Issued on: July, 2012

DATE:

**SIGNATURE OF REGISTRAR
AND STAMP**

CONDITIONS

1. The premises and the manner in which the business is to be conducted must conform to requirements of the Pharmacy Act Cap. 311 or any other written law related to the premises registration at all times, failure of which will cause this certificate be suspended, revoked or cancelled
2. The Council reserves the right to suspend, revoke or cancel any certificate or permit issued under the Act
3. Any Change in the ownership, business name 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. This certificate shall be displayed conspicuously in the registered premises

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 13 day of 08 20 24

BETWEEN

MIYOMBONI PHARMACY LTD (Name) of
P.O.BOX 2022 Region IRINGA (hereinafter referred to as the PROPRIETOR)
the expression which includes his assignees, agents or his legal representative of his business.

AND

FARAJA R KIKUNGA 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 MIYOMBONI PHARMACY LTD 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 13 day of 08 2024 to 13 day of 07 2025

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 13 day of 08 2024

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. 400,000/= 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 not 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**.

INWITNESS 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 13th day of August 20 24

SIGNED and DELIVERED

By the said LAWRENCE MAGESA BURUNDI

Who is known to me personally/

Introduced to me by

..... the latter known to me personally

This 13th day of August 20 24

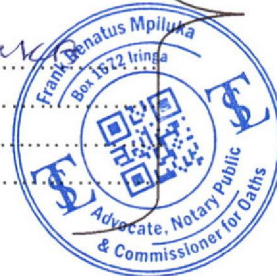
In the presence of:

Name: FRANK RENATUS MPILUKA

Designation: ADVOCATE

Signature: [Signature]

Date: 13/08/2024



[Signature]

PROPRIETOR

SIGNED and DELIVERED

By the said PARAS R. IKUMBA

Who is known to me personally/

Introduced to me by

..... the latter known to me personally

This 13th day of August 20 24

In the presence of:

Name: FRANK RENATUS MPILUKA

Designation: ADVOCATE

Signature: [Signature]

Date: 13/08/2024



[Signature]

**PHARMACEUTICAL
TECHNICIAN**

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MIYOMBONI PHARMACY LTD

(PROPRIETOR)

AND

FORTUNATA SETH BAYYO

(SUPERINTENDENT)

**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A
PHARMACIST**

This Agreement is made on this 13 day of 08 20 24

BETWEEN

MIYOMBONI PHARMACY LTD (Name) of P.O. BOX 2022 Jamba Region
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

FORTUNATA JETH BAYYO a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the **SUPERINTENDENT**) of another part.

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

AND 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;

AND WHEREAS the Superintendent is willing to offer professional services to the proprietor in lieu of remuneration for such services and other terms and conditions as stipulated hereunder;

AND WHEREAS the proprietor and superintendent (together referred as "**the Parties**") are desirous to enter into an agreement, to establish and 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 MIYOMBONI PHARMACY LTD Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

In this Agreement, unless the contrary intention appears, 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 professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Council" means the Pharmacy Council established under section 3 of the Act.

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.

“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 13 day of 08 20 24 to 13 day of 07 20 25

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 13 day of 08 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 900,000/= 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 no later than the **1st day** of the following month, 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 **ten (10)** days without any justifiable cause, the Superintendent shall treat such late payment as a breach of contract and

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

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 purchases 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 logo, 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 suspension, or suspension
- (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, 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 15th day of August 20 24

SIGNED and DELIVERED atby the said
LAWRENCE MAURIA BURUP who is known
to me personally/identified to me by
.....the latter being
personally known to me this 15th day of August 20 24.



PROPRIETOR

In the presence of:

Name: FRANK RENATUS MPILUKA

Designation: ADVOCATE

Signature: 

Address: 1672 IRINGA

Date: 13/08/2024

Signed and delivered by the parties at this 13th day of August 20 24



SIGNED and DELIVERED at IRINGA by the said
FORTUNATA JETH BAYYO who is known

to me personally/identified to me by

.....the latter being

personally known to me this 13th day of August 20 24.



SUPERITENDENT

In the presence of:

Name: FRANK RENATUS MPILUKA

Designation: ADVOCATE

Signature: 

Address: 1672 IRINGA

Date: 13/08/2024

