

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

ELINDIKATHA /A /S. SATHBO

(PROPRIETOR)

AND

PEACE GRASIA KABUHTA

(PHARMACEUTICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this

day of

20

24

BETWEEN

ELIMILIA SANCHEZ (Name) of P.O. BOX 85865 Region DADGAMU

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

PEACE GRACIA KABATA 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 RENEW BLTS 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 08th day of 2017 to 08th day of 2018

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 08th day of 2017 to 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 salary/emoluments of TZS. _____ 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 or 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 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
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 08th day of July 2024

SIGNED and DELIVERED

By the said ELIJAH SAMBO

Who is known to me personally/ Introduced to me by

This the latter known to me personally day of 20

In the presence of

Name: TEDDY M. CHARLES

Designation: ADVOCATE

Signature: (Signature)

Date: 11th 2024

SIGNED and DELIVERED

By the said PEACE KABUHA

Who is known to me personally/ Introduced to me by

This the latter known to me personally day of 20

In the presence of

Name: TEDDY M. CHARLES

Designation: ADVOCATE

Signature: (Signature)

Date: 11th 2024



PHARMACEUTICAL
TECHNICIAN

(Signature)



PROPRIETOR

(Signature)

THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect. 30 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

PEACE GRATUS

PIN NO. 0501033

Having complied with the provision of Section 30 of The Pharmacy Act, Cap 311

is entitled to practice as a Pharmaceutical Assistant upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued 30 May 2024

Expires on: 31 December 2024

Registrar
Pharmacy Council

Certified as True Copy of the Original

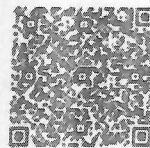
Erieth Kagemulo Barmabas

Advocate, Notary Public & Commissioner

for Dar es Salaam

Sign: _____

Date: 08/07/2024



WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUMBU YA KUTOLEA HUDUMA YA 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: **PEACE G KABUTHA** PIN: **0501033**

2. Namba ya simu: **0755162928** barua pepe: **Peacegutha@gmail.com**

3. Tarehe ya mwisho kuhushia jina (Retention): **08/07/2025**

4. Je, umehushia 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: **PEACE GRATUS KABUTHA** mwenye

taaluma ya dawa ngazi ya **FUNDI DAWA MSAIDIZI** nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliwalo

Wilaya ya **KINONDONI** Mkoani **FIN 0102226** lililopo katika

Sahih: **DR ES SAKA** Tarehe: **08/07/2024**

Uthibitisho wa Mfamasia wa Halmashauri

Nathibitisha kwamba mwanataaluma taywa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahih: **DR ES SAKA** Tarehe: **11/7/24**

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata): **CHASIMO MURATI** Kata ya **ICAW E**

Nathibitisha kwamba Ndugu: **PEACE GRATUS KABUTHA** anaishi

langu mtaa/kijiji: **UKWAMANI**, kuanzia mwaka **2019**

Sahih: **Afisa Mtendaji**

Tarehe

11/07/2024

