

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 CLEOPHANCE M. NGALU PIN 0103210
2. Namba ya simu 0756661571 barua pepe cleophance92@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31<sup>st</sup>/12/2022
4. Je, umehusha taarifa zako kwenye msumo 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 CLEOPHANCE M. NGALU mwenye  
taaluma ya dawa ngazi ya PHARMACIST nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo  
IREFA PHARMACY FIN 0101065 lililopo katika  
Wilaya ya ILALA Mkoani DAR ES SALAAM  
Sahihi Gadu Tarehe 23<sup>rd</sup>/09/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi

Donle Luter  
DR

Tarehe

27/09/2024

Muhuri KNY:  
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) CHAMWA C.N Kata ya Kinyerezi

Nathibitisha kwamba Ndugu CLEOPHANCE NGALU Mwanataaluma wa Dawa

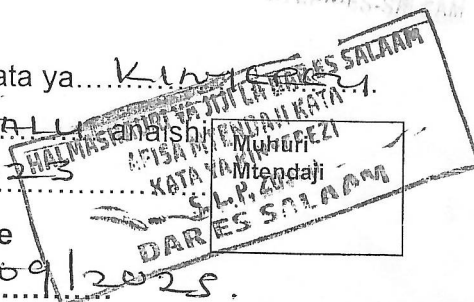
langu mtaa/kijiji Kinyerezi, kuanzia mwaka 2023

Sahihi Afisamtendaji

CHAMWA C.N

Tarehe

28/09/2025



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 FRANK FIDELIS NGOMI PIN 0403644  
2. Namba ya simu: 0767082335 ..... barua pepe Frank.ngom@gmail.com  
3. Tarehe ya mwisho kuhuisha jina (Retention) 31 December 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 ..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi..... FRANK FIDELIS NGOMI ..... mwenye  
taaluma ya dawa ngazi ya ORDINARY DIPLOMA IN PHARMACY ..... nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la IREFA PHARMACY ..... kutolea huduma ya dawa litwalo  
FIN 0101065 ..... Wilopo katika

Wilaya ya ILALA ..... Mkoani DAR-ES-SALAAM.

Sahihi Frank ..... Tarehe 24/9/2024.

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Dame Letor ..... Tarehe 27/09/2024

Muhuri KNY:  
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) CHAMWI C.A.A. ..... Kata ya KINYEREZI

Nathibitisha kwamba Ndugu FRANK F. NGOMI ..... kuanzia mwaka 2023

langu mtaa/kijiji KINYEREZI ..... kuanzia mwaka 2023

Sahihi Afisamtendaji

.....

Tarehe

25/09/2025

KUINGANGA MKUU  
HALMASHAURI YA ILALA DAR-ES-SALAAM

HANAISHAHI VA HILI LA DAR-ES-SALAAM  
AFISA MTENDAJI KATA  
KATA IDA  
S.L.P. 20430  
DAR-ES-SALAAM

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 23 day of September 2024

BETWEEN

IRENE GEORGE MIPO GOLF (Name) of P.O. BOX \_\_\_\_\_ Region DSM  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

CLEOPHANCE M. NGALU a registered pharmacist in charge 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 IREFA 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

- 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.

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 Superintended 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 23<sup>rd</sup> day of September 2024

#### SIGNED and DELIVERED

By the said.....Irene George M. Bogole

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

Introduced to me by .....

..... the latter known to me personally

This.....23<sup>rd</sup> day of September 2024

#### In the presence of:

Name: Maranatha Mbenyange

Designation: Advocate

Signature: Mbenyange

Date: 23/9/2024

  
\_\_\_\_\_  
PROPRIETOR

#### SIGNED and DELIVERED

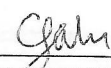
By the said.....Cleopance M. Ngulu

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

Introduced to me by .....

..... the latter known to me personally

This.....23<sup>rd</sup> day of September 2024

  
\_\_\_\_\_  
SUPERINTENDENT

#### In the presence of:

Name: Maranatha Mbenyange

Designation: Advocate

Signature: Mbenyange

Date: 23/9/2024



**7. Costs**

The Proprietor shall meet the cost of drawing up this Agreement.

8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at Dar es salaam this 24 day of SEP 20 24

**SIGNED and DELIVERED**

By .....the. Said IRENE GEORGE MUGOLE

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

Introduced.....to me by FAUSTINE MWIZARUGI

.....the latter known to me personally

This 24th day of SEPTEMBER 20 24

In the presence of:

Name.....HASSAN MWEMBA

Designation.....COMMISSIONER FOR OATHS

Signature.....H. Mwa

Date.....24th SEPTEMBER 2024

[Signature]  
**PROPRIETOR**



**SIGNED and DELIVERED**

By the said FRANK FIDEN NGUM

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

Introduced to me by FAUSTINE MWIZARUGI

.....the latter known to me personally

This 24th day of SEP 20 24

In the presence of:

Name.....HASSAN MWEMBA

Designation.....COMMISSIONER FOR OATHS

Signature.....H. Mwa

Date.....24th SEPTEMBER 2024

[Signature]  
**PHARMACEUTICAL  
TECHNICIAN**



**AGREEMENT FOR EMPLOYMENT TO PHARMACETICAL TECHNICIAN  
TO PROVIDE PHARMACEUTICAL SERVICES**

This Agreement is made on this 24 day of 09 2024

BETWEEN

\_\_\_\_\_(Name) of P.O. BOX \_\_\_\_\_ Region \_\_\_\_\_  
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,  
agents or his legal representative of his business.

AND

FRANK FIDEL NGOM \_\_\_\_\_ an enrolled pharmaceutical  
technician who provides pharmaceutical services

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

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 a pharmaceutical technician are desirous to enter into an  
agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and  
conditions as hereinafter appearing;

WHEREAS the Parties agree that the pharmaceutical technician will be providing pharmaceutical  
services to a business of a pharmacist styled  
as PHARMACEUTICAL TECHNICIAN 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.

"Pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

#### Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 24 day of 09 2024 to 2 day of 09 2024,

#### 2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 24 day of 9 2024

#### 3. Obligation of the Parties:

#### 4. 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 and at any event the salary shall not be paid in advance.
- 4.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1<sup>st</sup> 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Shall ensure pharmaceutical services are provided with due care.
- 4.1.7 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 pharmaceutical technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC logo, dispensing register, ledgers etc.
- 4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.
- 4.1.15 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 provide pharmaceutical care and services to clients of the said pharmacy

**The pharmaceutical technician shall have the following duties and obligations: -**

- 4.2.1 Shall provide pharmaceutical service with due care.
- 4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.
- 4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice
- 4.2.4 Shall perform any other duty as the Council may determine.

#### **5. Termination**

Unless otherwise terminated by either party, this Agreement may be terminated upon expiry of the contract.

This agreement may be terminated by either party upon issuing a written notice of three (3) months to the other party of his intention to terminate this contract

The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

## **6. Dispute Settlement**

6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.2 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or pharmaceutical technician from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

**7. Costs**

The Proprietor shall meet the cost of drawing up this Agreement.

8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at Dar es salaam this 24 day of SEP 2024

**SIGNED and DELIVERED**

By .....the. Said. IRENE GEORGE MPEBOLIE

Who is known to me personally/

Introduced.....to me by FAUSTINE MWIZARUBI

.....the latter known to me personally  
This.....24th day of SEPTEMBER 2024

In the presence of:

Name.....HASSAN MWEMBA

Designation.....COMMISSIONER FOR OATHS

Signature.....H. Mwemba

Date.....24th SEPTEMBER 2024

  
\_\_\_\_\_  
**PROPRIETOR**



**SIGNED and DELIVERED**

By the said. FRANK FIDELU NGUMI

Who is known to me personally/

Introduced to me by FAUSTINE MWIZARUBI

.....the latter known to me personally

This.....24th day of SEPT. 2024

In the presence of:

Name.....HASSAN MWEMBA

Designation.....COMMISSIONER FOR OATHS

Signature.....H. Mwemba

Date.....24th SEPTEMBER 2024

  
\_\_\_\_\_  
**PHARMACEUTICAL  
TECHNICIAN**

