

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 NEEMA P. SHANALINGIGWA PIN 0100 574
2 Namba ya simu 0786 & Q 0 Q 01 barua pepe
3. Tarehe ya mwisho kuhuisha jina (Retention) 10112 2004
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 GWX1013-2076080 HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi NERMA P. SHANALINGIGWA mwenye
taaluma ya dawa ngazi ya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ANSEA PHADMACY FIN 0100574 liilopo katika
Wilaya ya Doboth A Mkoani Doboth A Tarehe 80/07/2005
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia Muhuri KNY:
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SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe nar Afisa Mtendaji
Jina la mtendaji (Kata) STANLEY MHUTI/AKata ya MNADANI
Nathibitisha kwamba Ndugu NEEMA P. SHANALINGIGWanaishi Muhuri AN
langu mtaa/kim KARUME kuanzia mwaka 2024 Mtengali aumi
Sahihi Afjsamtendaji Tarehe CA MAKANDA
Nathibitisha kwamba Ndugu NEEMA P. SHANALINGIGWanaishi Muhuri Mtendaha Ndugu MEEMA P. SHANALINGIGWanaishi Muhuri Mtendaha Ndugu mtaa/kim KARUME kuanzia mwaka 2027 Maraha Maraha Natara Maraha Natara
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un'

CONTRACT OF BUSINESS OF PHARMACY

This Agreement on Contract is made on this 28/07/2025

BETWEEN

ADHA H. HAI! who is owner OF PHARMACY known as ANGTA of P.O. Boxherein after to be referred to as "PROPRIETOR", on one hand,

NEGMA P. SHANALINAGUA AND of P.O. Box . bobo HA ., herein after to be referred to as the "SUPERINTENDERT", on the other side,

AND

WHEREAS, SUPERINTENDERT is duly qualified as a registered pharmacist, AND WHEREAS, PROPRIETOR and SUPERINTENDERT are desirous of providing a full statement of their respective rights, obligations and duties in connection with the operation of the Business of Pharmacy during the term of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- The SUPERINTENDERT will make daily trips to the pharmacy during the week to control and dispense pharmaceuticals in accordance with rules of Pharmacy council.
- That PROPRIETOR shall follow up and implement on all matters advised by a superintendent on professional and any other matters related to provision of good pharmaceutical services;
- That PROPRIETOR shall ensure all pharmaceutical services are provided with due care, proper record are maintained and managed well;

- That PROPRIETOR Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations;
- That PROPRIETOR Shall immediately report to the pharmacy council on poor attendance, service provide or malpractices done by the superintendent;
- 6) That PROPRIETOR Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place i.e superintended log book, pc log, dispensing register, ledgers etc;
- That PROPRIETOR Shall not interfere with the performance on professional matters in the premises or cause non-performance of professional services in the pharmacy;
- That PROPRIETOR Shall ensure all purchase or procurement and deliverables of pharmacy items are signed by a superintendent.
- 9) The SUPERINTENDERT shall maintain strict control over the dispensing of pharmaceuticals, including:
 - a) Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place;
 - Shall report to the pharmacy council on any malpractices or violations done by the proprietor;
 - c) Shall ensure availability of all necessary tools for pharmacy operations are in place i.e. superintendent logbook, pc logo, dispensing register, ledges etc.
 - d) Must ensure whoever is on duty shall appear on white coat and name tag on it;
 - e) Shall establish a well organized management body of the pharmacy of which he supervises;

- f) 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;
- g) Shall obtain from the pharmacy council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standard and conditions as prescribed in any written law that regulate and control the pharmacy business;
- Shall have overall responsibility and accountability for the maintenance and adherence to a sound system of controls in order to manage risk and promote patients safety within the pharmacy;
- i) Shall ensure physical supervision of the said premises;
- Shall ensure the pharmacy premises are of appropriate standard to provide for safe storage, dispensing, safe and supply of medicinal products.
- k) Shall manage and undertake all technical and professional matters in the pharmacy;
- Shall supervise and control all pharmaceutical personnel working in the pharmacy and ensure day - to - day functions of the pharmacy business are complied with the law;
- m) Shall ensure that all staff employed are in possession of the knowledge, skills, and competence to perform and are recognized by relevant authority;
- n) Shall provide pharmaceutical care including information and services;
- Shall ensure all proper records are maintained and managed in accordance with good pharmaceutical practice standards;
- p) Shall ensure appropriate policy is in place to comply with disposal of medicinal and other products supplied in the pharmacy;
- The Pharmacist will ensure that all vials/containers of predispensed Medication bear an expiration date.

- 10. The Pharmacist will be reimbursed for consulting Pharmacist services at the rate of Tsh. 109.000 per month, payable by the 30th of each month upon submission of a statement by the 15th of each month.
- 11. The term of this agreement shall be one years. The agreement will be reviewed by both parties at the end of the year period to determine if any additions or changes are required.
- Either party may terminate this agreement with thirty (30) days written notice. The undersigned agree to the provisions set forth in this contract

13. LANGUAGE

Unless otherwise provided to the contract the language for the purpose of interpretation of this agreement and any other attachment appended herewith shall be Kiswahili or English.

14. APPLICABLE LAW

The laws of united republic of Tanzania (Tanzania mainland) shall be applicable in event of interpretation of this contract, conflict between the parties, or for seeking an opinion from any other third party.

15. ARBITRATION

a. Any conflict, misunderstanding, difference over this deed or any other matter related to agreement on contract of service shall be referred to the Tanzania Institute of Arbitrators. The Tanzania Institute of Arbitrator shall send the list of registered arbitrator to both parties in conflict. Each party shall appoint name of one arbitrator and the two arbitrators appointed by parties shall appoint the third, who shall be the presiding arbitrator or the chairman of the panel. b. The pleading to applicant shall file the pleadings within three days from and the respondent shall reply within three days. The hearing shall be conducted and decision delivered within seven days from the date of hearing.

IN WITNESS WHERE OF the parties named have executed this present in the manner hereinafter evidenced.

SIGNED and DELIVERED at NODOMA By the said. ANEFA PHREMACY Who is personally known/ identified to me by Whom I know this 29th day of. July 2025	PROPRIETOR
NAME GET PUBLE CERAPHIN MONDEME SIGNATURE GUALE: DATE 29 031 2025	OCHOPPENT THE STATE OF THE STAT
COMMISSIONER FOR OATHS	

SIGNED and DELIVERED at DODOWNA By the said NEED A P. SHANALINGIGUA	1	Aulo
Who is personally known/identified to me by Whom I know this]	SUPERINTENDERT
of July 2025		CA MARIE CONTRACTOR
5	Sarah Seria	2000

BEFORE ME

NAME GETRUDE GERAPHIN MINDEME

SIGNATURE _____ Chales

DATE 29/07/ 2025

ADVOCATE NOTARY PUBLIC COMMISSONER FOR OATHS

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN
This Agreement is made on this 13 day of 11 2024
ADHA H- HATI (Name) of P.O.BOX — Region DODO M. (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents his legal representative of his business.
AND
Will perform all the technical activities in the Pharmacy under pharmaceutical Technician will perform all the technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmaceutical Technician will be technical activities in the Pharmacy under pharmacy u
the relation in the relationship before supervision (nereinal
referred to as the Pharmaceutical Technician).
WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business und 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 business,
WHEREAS the Pharmaceutical Technician is willing to offer professional services to the proprietor fieu 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, support operation of a business of a pharmacist.
WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutic 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 style 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 activit 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.

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 oncure that standards required for pharmacy and pharmacoutical properties are maintained in high level at all times.
- 4.2.2 Shall create 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 pharmacoutical 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 paties and or may party upon issuing a widlen radice of flare (1) modifies 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 remody.

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.

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

supped and delivered by the parties at this 14 day of 11	2024
supped and delivered by the parties	
SIGNED and DELIVERED By the said AD HA H. HAJI	
By the service and the service	
Who is known to me personally/	Ha:
Introduced to me by	PROPRIETOR
14 h	Manliga Goog
In the presence of 2881DA NAMULAN GEOTPEN	13/
Name 2681DA ADUOCATE	5.1
Designation 2024	
signature November and	2000 105
Date:	Commingiones (6)
SIGNED and DELIVERED By the Said VI CT OR JACKSON CHANGE	ful A
By the said. Y	
Who is known to me personally/	De DIZ
Introduced to me bythe latter known to me personally	PHARMACEUTICAL
This 1415 day of Abuenber 2004	TECHNICIAN
70 SW202	
In the presence of:	Nyanjiga Geo
In the presence of: Name: 2 6B IDA NY AND ICA CEOTO 6	Manjiga George
Name DEBIDA ADJOCATE	A Hyanjiga George
Designation	Nyanjiga George
signature 11-15 November 2003	
Signature 11-12 Vovember 202	
signature 11-15 November 2003	Comaissioner to Oster

"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 14 day of 11 20 25"
3. Commencement of Supervision
The Pharmaceutical Technician shall commence technical assistance of the above named
Pharmacy on the 14 day of 11 20 2.4
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
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 1 day of the following month.
4.1.3 Comply with the Laws, Regulations, Guidelines and standards



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

NEEMA P. SHANALINGIGWA

PIN NO: 0100574

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:11 June 2010

Expires on:31 December 2025

Registrar Pharmacy Council



