

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 MUSSA YAHAYA M PIN 1027
2. Namba ya simu 0785558556 barua pepe mkulakule@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31-12-2025
4. Je, umehuisa 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 MUSSA YAHAYA MUSSA mwenye  
taaluma ya dawa ngazi ya Mfamasia nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
BLIDA FIN 0101118 lililopo katika  
Wilaya ya KIBAHARA DC Mkoani PWANI  
Sahihi [Signature] Tarehe 03-03-2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi AMULI KATIKIRO Tarehe 11/3/2025



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) IGNASIA M. MAKUNGU Kata ya MLANDIZI

Nathibitisha kwamba Ndugu MUSA YAHAYA anaishi

langu mtaa/kijiji MLANDIZI KATI, kuanzia mwaka 2000

Sahihi Afisamtendaji

Tarehe

03/03/2025

Muhuri  
Mtendaji

**AFISA MTENDAJI KATA  
KATA YA MLANDIZI  
KIBAHARA**



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

This Agreement is made on this 03 day of 03 2025

**BETWEEN**

DR SHESHA ELIHURUMA E of P.O.BOX 07 Region COAST REGION

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

**AND**

MUSSA YAHYA MUSSA a registered pharmacist in charge who supervises a business of pharmacist (hereinafter referred to as the SUPERINTENDENT)

**WHEREAS** The Proprietor wishes to establish and operate a business of 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.

**WHEAREAS** 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;

**WHEAREAS** 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;

**WHEAREAS** The Parties agree to establish and operate a business of pharmacist styled as BLIDA 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 of herbal medicines;

**"Pharmacy"** means any approved premises wherein or from which any services pertaining to the practice of 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.

**"Superintended"** means a pharmacist in charge of the business of a pharmacist.



**"Pharmacist"** means a person registered as such under section 16 of the Act.

**"Transfer of ownership"** means any disposition of ownership of the facility subject of this agreement to a third either by way of sale, leases, or any other from, 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 3<sup>rd</sup> day of March to 3<sup>rd</sup> day of March 20 26

**3. Commencement of Supervision**

The superintendent shall commence management and supervision of the above named Pharmacy on the 3<sup>rd</sup> day of March 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 1,000,000 (= Tsh) payable monthly to the **SUPERINTENDENT** 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<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 Hire 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 Superintendent on professional and matters related the modern pharmacy practice
- 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 availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operation



4.1.11 Shall report to the Pharmacy Council on poor attendance, services 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 purchase 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 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 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 Pharmacy 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 logbook, 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**

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 one month 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 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 the Mediation and Arbitration (CMA)

**7. Costs.**

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

8. The laws of Tanzania here to 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 here to have duly signed and sealed this presents on the date and in the manner here in after appearing.

Signed and delivered by the parties at this 03<sup>rd</sup> day of March 20 25

**SIGNED and DELIVERED**

By the said DR SRESHA ELIHURUMA .E.

Who is known to me personally.....

Introduced me by .....

..... the latter known to me personally

This 3<sup>rd</sup> day of March 20 25

**In this presence of**

Name: GODFREY SAMUEL

Designation: Commissioner for Oaths

Signature: [Signature]

Date: 20<sup>th</sup> March 2025

**PROPRIETOR**

**SIGNED and DELIVERED**

By the said MUSCO CAPATA MUSCO

Who is known to me personally.....

Introduced me by .....

..... the latter known to me personally

This 2<sup>nd</sup> day of March 20 25

**In this presence of**

Name: GODFREY SAMUEL

Designation: Commissioner for Oaths

Signature: [Signature]

Date: 20<sup>th</sup> March 2025

**SUPERINTENDENT**