

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT PHARMACIST

This Agreement is made on this 25th day of AUGUST 20 25

BETWEEN

HEAL PLUS PHARMACY (Name) of P.O.BOX _____ Region DODOMA
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

GAMALIEL H. OBEI registered Pharmacist who will perform all duties and activities in the Pharmacy as a supervisor (hereinafter referred to as The **Superintendent**).

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 Pharmacist superintendent to his business,

WHEREAS the Pharmacist is willing to offer supervision and 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 Pharmacist are desirous to enter into an agreement, to support operation of a business of a pharmacist.

WHEREAS the Parties agree to operate a business of a pharmacist styled as Retail 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.

"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 three (3) months, commencing from the 25th day of August 20 25 to 30th day of June 20 26

3. Commencement of Supervision

The Pharmacist shall commence technical supervision of the above named Pharmacy on the 25th day of August 20 26

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. 700,000/- payable monthly to the **SUPERINTENDENT PHARMACIST** 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 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 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 Superintendent.
- 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 Superintendent;

The Superintendent pharmacist shall have the following duties and obligations: -

- 4.2.1 Shall obtain from 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.
- 4.2.2 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.
- 4.2.3 Shall ensure physical supervision of the said premises;
- 4.2.4 Shall ensure the pharmacy premises are of appropriate standard to provide for safe storage, dispensing, sale and supply of medical products.
- 4.2.5 Shall manage and undertake all technical and professional matters in the pharmacy.
- 4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy and ensure day-to-day function of the pharmacy business are complied with the law.
- 4.2.7 Shall ensure that all staff employed are in possession of the knowledge, skills, and competence to perform and are recognized by relevant authority.
- 4.2.8 Shall provide pharmaceutical care including information and services.

- 4.2.9 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.10 Shall ensure appropriate policy is in place to comply with disposal of medicinal and other products supplied in the pharmacy;
- 4.2.11 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.12 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.13 Shall ensure all availability of all necessary tools for pharmacy operations are in place i.e. superintendent log book, PC logo, dispensing register, ledgers etc.;
- 4.2.14 Must ensure that whoever is on duty shall appear on a white coat and name tag on it;
- 4.2.15 Shall establish a well-organized management body of the pharmacy of which he supervise;
- 4.2.16 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.
- 4.2.17 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.18 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**.

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 25 day of 8 2025

SIGNED and DELIVERED

By the said ANGELINA ALOYCE MIAHO

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 25 day of 08 2025

In the presence of:

Name: ERNEST EMMANUEL NYANSAMBO

Designation: ADVOCATE

Signature: [Signature]

Date: 25/8/2025

[Signature]
PROPRIETOR

SIGNED and DELIVERED

By the said EMMANUEL H. OBE

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 25 day of 08 2025

In the presence of:

Name: ERNEST EMMANUEL NYANSAMBO

Designation: ADVOCATE

Signature: [Signature]

Date: 25/8/2025

[Signature]
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 GAMALIEL H. DEED PIN 0103975
2. Namba ya simu 0625638864 barua pepe gamahauile@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)
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, GAMALIEL H. DEED mwenye
taaluma ya dawa ngazi ya PHARMACIST nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
HEAL PLUS PHARMACY FIN 0103519 lililopo katika
Wilaya ya DODOMA JENI Mkoani DODOMA
Sahihi (Signature) Tarehe 26/08/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi George Honde Tarehe 25/8/2025



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) MONICA PETER MONGO Kata ya DHANGOMBE

Nadhibitisha kwamba Ndugu GAMALIEL HAULE DEED anaishi
langu mtaa/kijiji MAZENGO kuanzia mwaka 2004

Sahihi Afisa Mtendaji

Tarehe

25/08/2025





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

GAMALIEL H OBED

PIN NO: 0103975

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: 27 March 2025

Expires on: 31 December 2025

Registrar
Pharmacy Council

