



## 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 NELSON MANDELA PIN 0102264
2. Namba ya simu 0787196611 barua pepe gnovizma@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 01/12/2023
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>) ☒ KIDIYO, Stakabadhi Na. ☐ HAPANA

## SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi NELSON MANDELA mwenye taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo SHARON FIN DAR-ES-SALAAM lililopo katika Wilaya ya UBUNGO Mkoani DAR-ES-SALAAM  
Sahihi [Signature] Tarehe 24/10/2024

## Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Romani Lawura Tarehe 25/11/24

Muhuri KNY:  
DMO

## SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ROZINA KIMARIO Kata ya MANZESE

Nathibitisha kwamba Ndugu NELSON MANDELA anaiishi MANZESE Ward Executive Officer  
langu mtaa/kijiji MANZIMMOJA kuanzia mwaka 2024

Sahihi Afisamtendaji

[Signature]

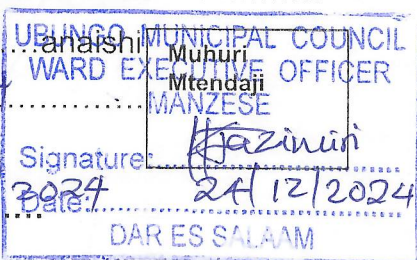
Tarehe

24/12

Signature:

[Signature]

DAR ES SALAAM





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

**NELSON M. MANDELA**

**PIN NO: 0102264**

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 **08 January 2021**

Expires on **31 December 2024**

\_\_\_\_\_  
*Registrar*  
*Pharmacy Council*

*Maggie*



AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

DONASTAN WILSON KIMARO

.....

(PROPRIETOR)

AND

NELSON MANDELA

.....

(SUPERINTENDENT)



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

This Agreement is made on this 01 day  
of 11 20 24

**BETWEEN**

DONASTAN KIRIARU (Name) of P.O. BOX  
55068 Region DSM

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

**AND**

NELSON MANDELA a registered pharmacist in charge who supervises a business of a pharmacist (here in after referred to as the **SUPERINTENDENT**) of another part.

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

**AND 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;

**AND 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;

**AND WHEREAS** the proprietor and superintendent (together referred as "**the Parties**") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

**AND WHEREAS** the Parties agree to establish and operate a business of a pharmacist styled as ROPHE PHARMACY AND COSMETICS

**AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;**

**1. Interpretation:**

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

**"Act"** means the Pharmacy Act, [Cap 311 R:E 2002] Laws of Tanzania.

**"Agreement"** means this 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;

**"Council"** means the Pharmacy Council established under section 3 of the Act.

**"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.

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

**"Proprietor"** means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

**"Registrar"** means Registrar of the Council appointed under Section 11 of the Act

**"Superintendent"** means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under 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 01 day of 11 20 24 to \_\_\_\_\_ day of Oct 20 25

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 20 day of 11 20 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 allowance/emoluments TZS

700,000/- payable to the SUPERINTENDENT upon

discharging his duties and functions as per this Agreement.

(a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1st day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.

(b) Where the Proprietor fails to pay a monthly allowance to the Superintendent without any justifiable cause, the Superintendent shall treat such as a breach of contract.

4.1.2 The Proprietor shall ensure at all times availability of all reference materials necessary for provision of pharmaceutical services and operations

4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the 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 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.

4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.

4.1.9 The Proprietor shall immediately report to the pharmacy Council on poor attendance, service provided or malpractices done by the Superintendent.

4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.

4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.



## **4.2 The Superintendent;**

For an allowance 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 Council and other appropriate authorities, collect the requisite licenses, permits and authorization and keep the pharmacy within the standards 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 patient's 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 medicinal products
- 4.2.5 Shall manage and undertake all technical and professional matters in the pharmacy;
- 4.2.6 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;
- 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 with good pharmaceutical 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 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 pharmaceutical personnel at all-time appear in a white coat with a tag displaying their name and designation;

4.2.13 Shall ensure availability of all necessary tools for pharmacy operations are in place, Superintendent logbook, PC logo, dispensing register, ledgers

4.2.14 Must ensure whoever is on duty shall appear on a white coat and name tag on it;

4.2.15 establish a well-organized management body of the pharmacy of which he supervises;

4.2.16 Shall ensure that all certificates (business permit, premises registration, copy of certificate <sup>s</sup> of a Superintendent and any other certificates from other authorities 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; and

4.2.18 Shall perform any other duty as the Council may determine.

## **5. Termination**

5.1 This Agreement shall be terminated:

(a) by automatic termination;

(b) by mutual consent, or

(c) by Notice

5.2 The Agreement may automatically be terminated:

(i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.

(ii) If the Council cancels the license, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.

Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's license, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.

5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

5.4 The Agreement may be terminated by notice:

(i) By either party by giving a 3 (three) month' written notice to the other party of the intention to terminate the Agreement;

(ii) By either party by yielding to the other party three month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

(iii) Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

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

5.6 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 Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

## **7. Applicable Law and Jurisdiction**

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
  - 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
  - 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
  - 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief
8. The 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 24 day of 12 20 24

SIGNED and DELIVERED at Dar es Salaam

by the said

DONALDSON WILSON KIMONO who is known to me personally/identified to me by

the latter being

personally known to me this 24 day of 12 20 24

In the presence of:

Name: Karilo Mulembe Karilo

Designation: Advocate

Signature: [Signature]

Address: Dar es Salaam

Date: 24/12/2024



SIGNED and DELIVERED at Dar es Salaam by the said NELSON MANDELA who is known

to me personally/identified to me by

the latter being

personally known to me this 24 day of 12 20 24

In the presence of:

Name: Karilo Mulembe Karilo

Designation: Advocate

Signature: [Signature]

Address: Dar es Salaam

Date: 24/12/2024



PROPRIETOR

SUPERINTENDENT