

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 LUICIA BERNARD NJAU PIN 0103537
2. Namba ya simu 0687378616 barua pepe lnjau97@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 29/12/2023
4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(<http://196.45.42.57/pomis.data/view/modules/registration/pharmacist-signup.php>)

☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi LUICIA BERNARD NJAU mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo
MAK MEDICW LTD FIN ARUHA lililopo katika
Wilaya ya ARUHA Mkoani ARUHA
Sahihi Elusha Tarehe 15/02/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Siprosa Elusha Tarehe 16/02/2024

Muhuri KNY:
DMO

JILI LA ARUSHA
S.E.P 3013
ARUSHA

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Samaj CP Kata ya Kati

Nadhibitisha kwamba Ndugu Lucia Bernard Njau anaishi

langu mtaa/kijiji Pangan kuanzia mwaka 2024

Sahihi Afisamtendaji

Tarehe

16/02/2024

Muhuri
Mtendaji

AFISA MTENDAJI KATA
YALMASHAURI
YA JILI LA ARUSHA
KATA YA KATI

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

GTALINGGA MAKONGORO NYIRIZA
(PROPRIETOR)

AND

LUICIA BERNARD NJAU
(SUPERINTENDENT)

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

This Agreement is made on this 15th day of 02 2024

BETWEEN

MAX MEDICS LTD (Name) of P.O. BOX 11060 Region
CRANINGA MAKOUKOTO hereinafter referred to as the **PROPRIETOR** the expression which
includes his assignees, agents or his legal representative of his business, of one part;

AND

LUCIA BERNARD NSAU a registered pharmacist in charge
who supervises a business of a pharmacist (hereinafter 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 MAX MEDICS LTD Pharmacy.

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 15th day of Feb 2024 to 15th day of Feb 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 15th day of Feb 2024

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 of TZS 800,000/= 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 for **ten (10)** days without any justifiable cause, the Superintendent shall treat such late payment as a breach of contract and

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 15th day of Feb 2024

SIGNED and DELIVERED at Arusha by the said
..... who is known
to me personally/identified to me by
..... the latter being
personally known to me this 15 day of Feb 2024


PROPRIETOR

In the presence of:

Name: YOSHUA MAMBO

Designation: ADVOCATE

Signature: 

Address: 1081, Arusha

Date: 15-02-2024

Signed and delivered by the parties at this _____ day of _____ 20____



SIGNED and DELIVERED at by the said
..... who is known
to me personally/identified to me by
..... the latter being
personally known to me this 15 day of 02 2024


SUPERINTENDENT

In the presence of:

Name: JULIUS ANTIPAS SEMALI

Designation: ADVOCATE

Signature: 

Address: P.O. Box 8272 Moshi

Date: 15th February, 2024

