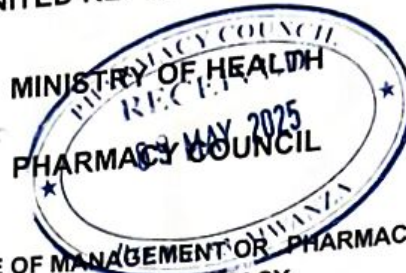


THE UNITED REPUBLIC OF TANZANIA



NOTIFICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A PHARMACY

(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Changes to be Made: Superintendent ☒ Other Pharmaceutical Personnel ☐

A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY.

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy MAGASHI PHARMACY Facility Identification Number (FIN) 0103579
 Physical address:
 Street Mt. MIRENY Ward BUHONGWA District/Municipal NYAMAGARA Region MWANZA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name ELIA MARTIN PIN 0100587 Phone 0713209140
 Address 132 MWANZA Email eliamartin101@gmail.com

A.3. REASON(s) FOR CHANGE

MUTUAL CONTRACT TERMINATION

Time frame of notification: (As per Contract) 30 DAYS Signature [Signature] Date 05/05/2025

A.4. OWNER'S DETAILS

Full Name PAUL MAGASHI MASUNGA Phone Number 0752451345
 Remarks
 Signature Date

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name PIN Phone Number Email
 Physical address:
 Street Ward District/Municipal Region
 Details of Previous pharmacy:
 Name of Pharmacy FIN District/Municipal Region

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached)

- (i) Copies of registration certificate and valid license to practice
- (ii) Contract Agreement/MOU
- (iii) Commitment Letter

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations
 Full Name Designation Signature Date

D. NOTE;

Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.



PHARMACY COUNCIL
(Made under regulation 4(1))



COMPLAINT FORM

To be filled by the complainant and submitted to the Office of the Registrar)

1. Personal Details:

Name: ELIA MARTIN

Address: 132 MWANZA

Phone number (s): 0789775677

2. Are you the complainant? Yes ☒ No ☐

3. Are you complaining on someone else behalf? Yes ☐ No ☐

If 'Yes' what is your relationship to the someone behalf?

Wife ☐ Husband ☐ Son ☐ Daughter ☐ Sister ☐ Brother ☐ etc.

4. Details of the pharmaceutical personnel

Full name of each pharmaceutical personnel you are complaining about

The address of each pharmaceutical personnel work at (if you know) or the address where you were attended.

..... PAUL MAGASHI MASUNGA

..... 0752451345

.....

.....

5. Give details of your complaint Please describe your complaint, and state exactly what happened and, if possible include dates, time and place of incident

The proprietor has failed monthly allowance since 01/02/2025 to 30th April 2025 as per section 4 sub-section 4.1.1(a) and 4.1.1(b) and hence breach the contract and make the superintendent pharmacist fails to to persue and discharge his duties. The proprietor disagrees to sign the change of management notice form

6. Do you have any documents (for example, letters or records) which might back up your complaint? If you do, please attach copies and list them below. If needed, we will return all original documents after taking copies. YES

7. Are there any other people who witnessed the acts you are complaining about? If yes, please give their names below, and how they were involved. NA

8. Are those people be prepared to make written statements? Yes ☐ No ☒ NA

9. We are always try to deal with most complaints through correspondence but, if it becomes necessary, are you prepared to be a witness at an inquiry of your complaint? Yes ☒ No ☐

10. Have you complained to any other organization about this matter (example where the pharmaceutical personnel work?). If 'Yes', please say which organization you have lodged your complaint to. NA

11. Give us brief details of what happened to your complaint, and send us copies of any letters between you and that organization.

12. Declaration

I hereby certify that the information I have given in this form is complete and accurate, and I solemnly make this declaration, conscientiously believing the same to be true.

Name: ELIA MARTIN

Signature: 

Date: 09/05/2025

The proprietor was informed on the intention to terminate ^{the} contract. due to Both parties agreed to mutually terminate the contract as per Section 5.3 of the signed contract and ^{the proprietor} make the payment amount to 2,400,000/- (Two million and four hundred thousand by 30/05/2025 to the Superintendent pharmacist.

01/02

PC/LIN/001

9. MATOKEO YA UKAGUZI NA MAELEKEZO: (Fomu ya matokeo ya ukaguzi Ijazwe katika nakala mbili na kumuachia mmiliki moja)

Tarehe: 11/06/2025
 Jina la duka: MAGASHI PHARMACY
 Jina la mmiliki: PAUL MAGASHI
 Mtaa: MURIMOTO Kata: MITI MIREFU-BURUNDI Wilaya: NYAMAGANA C.C.
 Anuani: Simu: 9752451345

Matokeo ya ukaguzi:

Timu ya ukaguzi kutoka Ofisi ya Majiji imefanya ukaguzi katika Magashi Pharmacy (Rokeli) PIN 010 na kubaini yafuatayo:

- (1) Ameluctus B. Jesca William Anthony ambaye ni Mteknolojia dans ruwaga leseni hai akiba huduma
- (2) Famas' inasimamiwa na Mfamasia Elia Martin ambaye hakuwepo wa kati wa ukaguzi PIN. 010058 ingaye taarifa zinaonesha huu ana huduma duka na mara ya mwa alifika tarehe 24/05/2021.
- (3) Aidha, Mnamo tarehe 05 Mei, 2021 Mfamasia Msimamizi aliwasilisha fomu ya Malalamiko dhidi ya Mmiliki wa Famas' kuhusu kutokupenya ushiriki au kutoka kwa mmiliki kuhusu kusaini fomu ya kutoa notisi ya kusitisha mkataba (PCF 17) suala ambalo ni kinyume na Kanuni Na. 17(1) na (2).

Maelekezo:

Kufuatia Mmiliki kutokumwambia taarifa za Mfamasia mwingine licho ya kupotea notisi iliyokuma inashe tarehe 04/06/2025 suala linaloithibitisha kwa Mfamasia aliyepo anapaswa kuondolewa mudo wowote kuamua kisa yafuataye yanzelakeruz;

@ Mmiliki awasilishe taarifa za Mfamasia mwingine ndani ya siku tano (5) kuanzia tarehe ya ukaguzi huu au kusitisha huduma mara moja na kuwasilisha vibali Ofisi ya pamoja na kuhamishia dan kwaye fumesi nyingine enebapi atakisha hane na ya kuendelea na biashara ya famesi kwa mujib wa Kanuni Na. 17(2) (a, b na c) ya Kanuni za Utendaji wa Taaluma, 2021 (Kuhusu, 2021)

A: Duka limefungwa na wakaguzi kwa kufuli moja la baraza na kufuli lingine la mmiliki wa duka, mmiliki anaelekezwa kufika Ofisi ya Msajili/Mganga mkuu wa Halmashauri kwa hatua zaidi

B: Duka halijafungwa, mmiliki anaelekezwa kuendelea kutoa huduma kwa kufuata sheria, kanuni na taratibu zilizowekwa

Jina la Mkaguzi	Sahihi	Jina la Mkaguliwa	Sahihi
1. Cosmas W. Kayombo		1. Jesca Anthony	
2. VENGORU BULUN		2.	
3. Auser MAGASHI		3.	

elekeza mfamasia na mmiliki kuyaza fomu ya notisi (PCF 17) na kumpa nakala Msajili Msajili ya hatua za ufuatiliaji; vilevile Ofisi iliyasiliana na mmiliki kumjaza kuhusu malalamiko hayo pamoja na notisi hiyo kura njia ya simu.



02/02

FOMU YA UKAGUZI WA UENDESHAJI WA FAMASI

(Imeandaliwa chini ya Kifungu cha 52 (1) cha Sheria ya Famasi, 2011)

9.0 MUHTASARI WA MATOKEO YA UKAGUZI (Fomu ya matokeo ya ukaguzi ijazwe katika nakala mbili na kumuachia mmiliki moja)

Jina la famasi... MAGAZITI PHARMACY
Jina la mmiliki.....
Mkoa..... Wilaya..... Kata..... Mtaa/Kijiji.....
Anwani..... Simu.....
Matokeo ya ukaguzi.....

Maelekezo/ Hatua zilizochukuliwa

ambapo noti hiyo ilikuwa ya muda wa mwezi mmoja kuanzia tarehe 05/05/2021 hadi 04/06/2021 ili mmiliki atafute mfamasi mwingine kabla ya tarehe ya mwisho ya noti. Hata hivyo mmiliki liche ya kupewa taarifa na Ofisi hajakutishia taarifa za Mfamasi mwingine mpaka sasa.

(b) Endapo atendelea na biashara anaelekezwa kufanya maboresho ya kuweka uiri Chumba cha Mfamasi kuo kufunika kioo pamoja na kuweka kufuli kwenye DDA box

(c) Uleni Mfamasi atangibika kuhakikisha mpangilio wa dawa uwepo wa leja ya mali (hardcopy au electronic) ndani ya mwezi mmoja

(A) Jago lina yungufu kwenye Chumba cha Mfamasi hakuwa uiri (kuna kio kina chaonesha kutoka nje), hakuwa DDA box yenye kufuli kinyume na Kanuni No. 6 ya Uvuli

(B) Mpangilio wa dawa sio wa kumchusha kwenye dawa zilizopanza Chet' zimewe kwenye display

(C) Hakuna ribahi, yeti na leseni za wanataalamu kwenye sehemu inayoweza kuwa ndani ya famasi kinyume na Kanuni No. 10 (a) (i) ya Kanuni

A: Endapo huduma zimesitishwa, mmiliki anaelekezwa kufika Ofisi ya Msajili/Mganga Mkuu wa Halmashauri husika kwa hatua zaidi.

B: Endapo famasi haijafungwa, mmiliki anaelekezwa kuendelea kutoa huduma kwa kufuata Sheria, Kanuni na Taratibu zilizowekwa.

Majina ya Wakaguzi	Sahihi	Jina la mkaguliwa	Sahihi
1. Cosmas W. Kayombi		Jeska Anthony	
2. Auser Mochic			
3. NGUGU ALLEN			

za Utendaji wa Kaulimo, 2020

(D) Hakuna vitabu ya kutunzia kumbukumbu ikiwemo leja za mali, leja za dawa zilizoishia kuchwa matumizi

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

Paul MAGRISH M.B.N.C.A.
(PROPRIETOR)

AND

ELIA MARTIN
(SUPERINTENDENT)

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

This Agreement is made on this 23 day of 01 2025

BETWEEN

PAUL MAGASHI MASHUNGA (Name) of P.O. BOX 132 Region Mwanza
(hereinafter referred to as the **PROPRIETOR**) the expression which
includes his assignees, agents or his legal representative of his business, of one part;

AND

ELIA MARTIN 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 MASHUNGA 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 23 day of 2 2025 to 23 day of 01 2026.

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of 02 2025.

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

the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant 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 employ 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 be responsible to report to the 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. This 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 contained in any written law that regulate and control the business of a pharmacist.
- ~~4.2.2 Shall ensure physical provision of the said premises at a minimum of 15 hours or 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 make sure all technical and professional matters in the pharmacy.
- 4.2.5 Shall supervise and direct 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 pharmacy records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.9 Shall ensure that all necessary reference and other relevant materials necessary for providing pharmaceutical services and operations are in place.
- 4.2.10 Shall report to the 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.

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 accordance with good pharmacy practice standards.

4.2.16 Shall perform any other duties as the Council may determine.

5. Termination

5.1 This Agreement shall be terminated:

(a) by automatic termination;

(b) by mutual consent;

(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 revokes the licence, or suspends or removes the name of a Superintendent from the Register due to professional misconduct 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 licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for his 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.

Council will accept additional clauses but this Agreement is a generic contract for
purpose only.

WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the
day of the manner herein after appearing.

Signed and delivered by the parties at this 23 day of 01 2025

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 day of 20.....

PROPRIETOR

In the presence of:

Name: Paul MAGRE MAGRE

Designation: MD

Signature: [Signature]

Address: 112 Avenue

Date: 23/12/25

Signed and delivered by the parties at this 23 day of 01 2025

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 day of 20.....

SUPERINTENDENT

In the presence of:

Name: T. B. MAGRE

Designation: MAGRE

Signature: [Signature]

Address: 15 Avenue

Date: 27/11/2025

PROPRIETOR