## THE UNITED REPUBLIC OF TANZANIA





### PHARMACY COUNCIL

# 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. #BACUV Pharma(n) LID   FAKARA Facility Identification Number (FIN). 03000009 Physical address:
Street CCM Ward I FAKARA District/Municipal KI LoMRERO Region MoRoGo
A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name Wilson NGW PIN 0102589 Phone 0687274121  Address Email
A.3. REASON(s) FOR CHANGE
CHANGE OF MANAGAMENT'
Time frame of notification: (As per Contract) . At Signature Date 01-05-2020
A.4. OWNER'S DETAILS Full Name ABACU PHARMA (A) LTD Phone Number 06 99 600 919 Remarks Signature Date 01-05-2036
B. TO BE COMPLETED BY THE OWNER ONLY
B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name Attumen Maderica PIN 0101812. Phone Number 67850846 Email.  Physical address:  Street Mutan Gori Ward Masch District/Municipal Fakara Region MoloGolo Details of Previous pharmacy:  Name of Pharmacy 12 flux Pita Rma(a) 170 Meast IN 200011. District/Municipal. MSEVA Region. MREYA
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
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.

# 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. ATHUMAN MADARAKAPIN 0101812
2. Namba ya simu Q765-908848 barua pepe amasondole 1@ yahoo cov
3. Tarehe ya mwisho kuhuisha jina (Retention). 31/12/2024
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(http://196.45.42.57/pcmis.dota/sign/s-a-t-l-s/
(http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-
signup.php)  VNDIYO, Stakabadhi Na  HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi ATHUMAN MADARAKA mwenye
taaluma ya dawa ngazi ya MFAMASIA.
kazi yangu ya kitaaluma katika jengo la kutolog huduma
TIDALLO MINEMANTALIA - LA LA EN 030029
Wildya ya Mknani Mhunita D
Sahihi
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongopi mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Mulitaria Malina Mulitaria
Jina na Sahihi SHILWA AISON Ste Tarehe 22/05/2025
Tarehe. 24.03/2015
SEHEMIL VA TATUL LITURITIONS
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  Ithibitishwe na: Afisa Mtendaji
Jina la mtondaii (K. L.) ANIA EGEN ON L.
Jina la mtendaji (Kata). WW.F18D-P.NANARE. Kata ya MLABANI.
Nathibitisha kwamba Ndugu. ATHUMAN MADARA KAanaishi Muhuri
langu mtaa/kijiji McHANGAN kuanzia mwaka. 2 Mtendaji Mtendaji MTA & WANCA MANGAN
Sahihi Afisamtendaji Tarehe
19/05/2025 DEVANSITION

Subjective description

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(5) CamScann



# 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

### ATHUMAN MADARAKA

### PIN NO: 0101812

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:09 January 2019

Expires on:31 December 2025

Registrar Pharmacy Council





## 00000442

#### THE UNITED REPUBLIC OF TANZANIA

# THE PHARMACY COUNCIL SERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, CAP.311)

Full Name	1	HWWW	Nao	araka	
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\*I hereby certify that the following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.

Regi	stration	Date	GROOM CONTRACTOR	Andrew Committee		DI
PIN.	Date	of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0101812	9th Jannaning, 2019	29th Bugust, 1991	Tanzamian	P.O. BOX 18358 Dat es Salmann	Bachelor of Pharmacul	Raigiv Gandhi University of steatth and Allied 2017

Date 08th Replicary 2019

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacists published annually by the Council; and reference should thereafter be made to the current Published list for evidence as to continue registration.

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

GP - Dsm

# AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

#### BETWEEN

ABACUS PHARMA (A) LID (PROPRIETOR)

**AND** 

ATHUMAN MADARAKA
(SUPERINTENDENT)

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this O day of NBY 20 QS
BETWEEN
ABACH PHORMAN LTO(Name) of P.O.BOX 284 Region DAR FOR TOTAL (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.
AND
ATHUMAN MADARAKA a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT).
WHEREAS the Proprietor wishes to establish and operate a business of a 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,
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;
WHEREAS 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;
WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as Pharmacy.
AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;
"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 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.

"Proprletor" means an owner of Pharmacy and includes his assignees, agents or his legal

"Superintendent" means a pharmacist in charge of the business of a pharmacist

representative.

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"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 twelve (12) months, commencing from the 91 day of MAY 20 25 to 30 day of APP 120 26
3. Commencement of Supervision The superintendent shall commence management and supervision of the above named Pharmacy on the
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.

  payable monthly to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.
- 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 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.

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- 4.1.10 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.11 Shall cooperate with the Pharmacy Council on proper practice affairs whenever the need arise.
- 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 purchases 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 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 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 a pharmacist.
- 4.2.2 Shall as much as possible ensure physical supervision of the said premises. 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 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.
- 4.2.13 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.14 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 (1) month to the other party of his intention to terminate this contract and agreed payments will be done in that month.

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

In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

- If amicable settlement becomes impossible, then, an aggrieved party may seek 6.2 legal remedy.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintended from initiating or proceeding to The Commission for the Mediation and 6.3 Arbitration (CMA).

### 7. Costs

The Proprletor 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.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

date and in the
Signed and delivered by the parties at this day of
SIGNED and DELIVERED  By the said A BACUS PHARM(AFRICA) LTD.  Who is known to me personally/  Introduced to me by  the latter known to me personally  This day of 20.25  In the presence of:  Name: ACLIM SAAD MUSHUE  Designation: ADVOCALE  Signature  Date: O7 105 120.25
SIGNED and DELIVERED  By the said
In the presence of:  Name: VASSIM SAAD MUSHIUF  Designation: ADWORTE  Signature: Date: 07/05/2027