



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. 257)

	PERINTENDENT/OTHER	PHARMACEUTICAL PERSO	NNEL AND OWNER
OF THE PHARMACY. A.1. DETAILS OF THE PHARMAC	y and		
Name of the Pharmacy KET	EL MANUE	Facility Identification Numb	er (FIN) 0102917
Physical address: Street Ward	Dietr	etMunicipal Mc405683	Region McRoBORO
A.2 DETAILS OF SUPERINTEND Full Name CYNTS 12 ASCHO Address	ENTYOTHER PHARMACE	UTICAL PERSONNEL CE	95783080 Begnattom
A.3. REASON(s) FOR CHANGE	END OF	CONTRACT	
Time frame of notification: (As per	Contract) IWWE BY TE	Signature Ballo Dat	. 30/07/2025
A.4. OWNER'S DETAILS Full Name S) M. (B.V.) D. A.1	NO LUBADAGA	Phone Number 0955	753307
Remarks Signature COST Date 3	017/2025		
B. TO BE COMPLETED BY THE OWN	IER ONLY		
B.1. NEW SUPERINTENDENT / O' Full Name ER ALLO ACHERY A Physical address Street O'LON A Ward EL	ANTHER DISTINUTE	hone Number 0095783020En	ion Motie Juko
Name of Pharmacy WEINE	PERRIVOFINOIO	917 Bestrict Municipal PPR	Rom Region MOROGORO
B.2 QUALIFICATION DOCUMENT PERSONNEL (To be attached (ii) Copies of registration cert (iii) Contract Agreement/MOU (iii) Commitment Letter	f) ificate and valid license to		MACEUTICAL
(iii) Commitment Letter			
C. FOR OFFICIAL USE ONLY			
	ZONAL OFFICE		

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.

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

SIMBOLI DAVID LUBADANJA

(PROPRIETOR)

AND

ERASTO ASHERY NEAHLO

(SUPERINTENDENT)

PHARMACIST This Agreement is made on this of JULY 20 25 BETWEEN Simbuli Pavid Lubadania (Name) of P.O.BOX Region Morro for Ro (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part; AND Liato A-Nacio 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 KEINEN Pharmacy. as 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.

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any

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

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.

"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 three, six, nine, twelve months, commencing from the 30th day of JULY 20 25 to 35th day of JUNE 20 26

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 30th day of July 20 25

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

- (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 treaty 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 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 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, 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 contained in any written law that regulate and control the business of a pharmacist.
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 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 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 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.

- 4.2.13 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 compliance with good pharmacy practice standards.
- 4.2.16 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 licence, 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 licence, 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 one (1) month' written notice to the other party of the intention to terminate the Agreement;
 - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

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.

- 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.
- 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

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presendate and in the manner herein after appearing.	nts on the
Signed and delivered by the parties at this 30 day of July 2025	
SIGNED and DELIVERED at	IETOR
In the presence of: Name: CHAPITY JOSHUA MZINGA Designation: ADVOCATE Signature: Address: P.O. BOX 75548, DAR 65 SALAAN Commissioner for orders. Date: 30 107/ 2028	
SIGNED and DELIVERED at	TENDENT
In the presence of: Name: CHARITY JOSHUA MZINGA Designation: ADVOCALC Signature: Office Address: P.O. BOX 75548, DAR CS SALAA Total Commissioner for Online Date: 3010719005	

8. The Council will accept additional clauses but this Agreement is a generic contract for

guidance only.

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this	28	day of	JULY	2025
	BE	TWEEN		
	(Name) of	P.O.BOX	Regio	n
(hereinafter referred to as the PR agents or his legal representative of	OPRIETOR	R) the expre		
		AND		
who will perform all the technica (hereinafter referred to as the Phari	I activities	in the Phar	macy under p	
WHEREAS the Proprietor operates under the Act.	a busines	s of a phan	macist which is	a regulated business
WHEREAS in compliance with the Proprietor wishes to engage the business,		, T	the state of the s	
WHEREAS the Pharmaceutical Toproprietor in lieu of remuneration stipulated hereunder;				
WHEREAS the proprietor and Pagreement, to support operation of a				ous to enter into an
WHEREAS in the event that the Pharmaceutical Technician shall be hereinafter appearing;				
WHEREAS the Parties agree KEINEN	to oper		siness of a	pharmacist styled
AND NOW WHEREFORE THIS AG	REEMENT	WITNESSE	D AS FOLLOV	VS;
Interpretation: "Act" means the Pharmacy Act, Ca	p 311.			
"Agreement" means the Agreemen	t between t	he parties to	operate a busi	iness of Pharmacist.
"Business of pharmacy or pharm	macist" in	cludes profe	essional pharm	acv practice and anv

"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.
- "Pharmaceutical Technician" means a person enrolled as such under section 23 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

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3.	Commencement o	Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the _____day of _____20___

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 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 Pharmaceutical Technician and approved by 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 Pharmaceutical Technician.
- 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 Pharmaceutical Technician;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in Pharmaceuticals.

The Pharmaceutical Technician under personal supervision of a pharmacist Shall have the following duties and obligations: -

- 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.2 Shall ensure services are provided are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.

- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 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.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 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

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.
- 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	30	day of July	2025
SIGNED and DELIVERED By the said. SIMBULI DAVID AND Who is known to me personally/	ne personal		PROPRIETOR
SIGNED and DELIVERED By the said			1 # DS) }
This day of July	ne personal	ly	PHARMACEUTICAL TECHNICIAN
In the presence of: Name: CHARLIY JOSHUA M2 Designation: Abvocate Signature: Joshua Date: 30707/2005	INGA	Charles Salson Commissioner Commissioner	S Junglio R

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. DAVID ABPAHAM MUJAHPIN 0400 180
2. Namba ya simu. 0615827230 barua pepe MMbyjah @Gmal-Ory
3. Tarehe ya mwisho kuhuisha jina (Retention). 31/12/24
4. Je, umehuisha 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
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA: Mimi DAVID ABRAHAM MEUJAH. mwenye
taaluma ya dawa ngazi yaSIASHAHADA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo KEINEN PHARMACY POROX 1786 MOROGAFIN 0102917 lililopo katika Wilaya ya MOROGORO MC Mkoani MOROGORO MC Sahihi Tarehe 28/07/2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Hilda Hubert Hhbert Tarehe 30,7-2025
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) DEN'S TIBALTUKA Kata ya BIGWA
Nathibitisha kwamba Ndugu DAVIA ABRAHAM MBUJAH anaishi Muhim
langu mtaa/kijiji Bigawa STENDI, kuanzia mwaka 1/06/2024 (Managa Managa
Sahihi Afisamtendaji Tarehe Tarehe
Dubujuka 28107/2025 (1972 VA BIGHT)