## PHARMACY COUNCIL



NOTIFICATION FOR CHANGE OF MANAGEMENT OF A PHARMACY
(Made under regulation 17(1) Pharmacy (Pharmacy Practice and the Conduct of
Business of Pharmacy) GN No. 267)

Α.	TO BE COMPLETED BY THE SUPERINTENDENT AND OWN	NER	
DETA Name Physi Stree Distri Regie	e of the pharmacy PHARMACY e of the pharmacy Mb PHARMACY. sical address: et. Ward. ict/Municipal LALA. ion DAR-ES-SALDAM		
DET Nam Regi Phor Addi	AILS OF SUPERINTENDENT  ne. SAMON LATTION  istration Number01197  ne. OHT 146627  Iress. DAN EJ SALAAM	; 	
	ASON(s) FOR CHANGE  IE FRAME: (Notify Registrar the time frame as per Contract)  MATCH ASSETTION  Nature  10 (16 ) 2125		
Nar Pho Sigr Dat	The Remarks  me Dhariah Mayala Dhar  one Number 0659776999  mature PLOT  kiwalani int  NEAR  TEL. 0675 305	macy T NO 119, DUSTRIAL AIRPORT 344 / 0659	<b>mited</b> AREA 776999
INS	SPECTION/REGISTRATION DEPARTMENT OR ZONAL MANA	GER	
Nar	commendationsDesignationSignature		

b. TO BE COMPLETED BY THE OWNER ONLY	
NEW SUPERINTENDENT Name of Superintendent NILE & MWIKOLA  Physical address: Street. LONDA.  Ward. MAKONGO  District/Municipal. KINONDONI  Region. DAR - ES - SALAAM,  Contacts of previous Superintendent. 6717146627  Email of previous Superintendent. Samsoni lengen@gmail.com.	
QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT (To be attached)  (i) copies of registration certificate and valid license to practice (ii) Contract Agreement (iii) Commitment Letter	
REASONS FOR CHANGING THE MANAGEMENT	
c. FOR OFFICE USE ONLY	
INSPECTION/REGISTRATION OR ZONAL	
Recommendations	
NameDesignationSignature Date	•••

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



## 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 SANIEU
and it inwandladiuma. N/LL 9. /1/V/110L/1 Due OLO /L 077
2. Namba ya simu 0693075421 barua pepe niilmw iko la@gmail.com,
3. Tarehe ya mwisho kuhuisha jina (Retention)
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) VNDIYO Stakabadhi No
signup.php) VNDIYO, Stakabadhi Na HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi /V/CF /TALAPINIA NO LUCALO
taaluma ya dawa ngazi ya
kazi yangu ya kitaaluma katika i
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
Wilaya ya 11A1A XAD 5: 00340 lililopo katika
Sahihi N. Apulleh
Wilaya ya   LALA Mkoani .
- Allindonaum
Nadhibitisha kwamba mwanataaluma tajwa ni <b>miongon</b> i/ <b>si miongoni</b> mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi
Tarehe 09 06 04
SEHEMILVATATU
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata). DROSTA TURATUKA Kata ya MUHAFUK O GA
Nathibitisha kwamba Ndugu. NICE G. MWIKWLA anaishi Muhuri
langu mtaa/kijiji McHAfuko GE ,kuanzia mwaka 2023 Muhuri Mtendaji
Sahihi Afisamtendaji Tarehe
HRS OB OB 2028
AFISA MITENDAJI WA KATA  AFISA MITENDAJI WA KATA  MCHAFUKOGE
AFISA MTENDAJI WANDE

## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

#### **BETWEEN**

M.D. PHARMACY LTD.
(PROPRIETOR)

AND

MICE G. MWIKOLA.

(SUPERINTENDENT)

## AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

#### **PHARMACIST**

	This Agreement is made on this $01$ day of $07$ $20$ $25$
	BETWEEN
	(Name) of P.O. BOX Region  (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;
	NICE G. MWIKOLA.  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 asPharmacy.
	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

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.

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

**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 Agreemen	nt shall be	effective	for	nomi = 1	C.	0 25				
This Agreemen	_day of	NZ	201 a	period (	of twe	lve (12)	months,	commer	ncing from	n the
	aay 01		20_	25	to_	31	day of	06	_20 2 (	7 .

3. Commencement of Supervision

The superintendent	shall com	mence ma	magamar	o+ o 1	
The superintendent Pharmacy on the	01	day of	07	and supervision 20 <b>25</b>	of the above-named
				20 25	

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

  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 1<sup>st</sup>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.

came of a

- 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

- 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

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 thisday ofday of	20 25
SIGNED and DELIVERED atby the saidby the said	PROPRIETOR
Name: Thing al Marales Dhuar	PLOT NO 119. KIWALANI INDUSTRIAL AREA NEAR AIRPORT EL. 0675 305344 / 0659 776999
SIGNED and DELIVERED atby the said	Northeast Superitendent
In the presence of:  Name: NICE G. MWIKULA.  Designation: PHARMALISIS  Signature: W. Mwleb  Address: PO BOX 243 KIBAKINE, HPWIPWA.  Date: 30/06/2025.	
Geofrey W. Said Advocate No Oaths  Geofrey W. Said Advocate No Oaths  Createy W. Said Advocate  Geofrey Public W. Said Advocate  Geofrey Public W. Said Advocate  Geofrey Public W. Said Advocate  Geofrey Public W. Said Advocate  Geofrey Public W. Said Advocate  Geofrey W. Said A	N. SELLE
12/6/2025	

### 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. ☐	ISP
1. Jina la mwanataaluma Derif Pavid Kambanna PIN 0404621	Ž. į
2. Namba ya simu. 0653 201 904 barua pepe domakanyun kegin	newf. com.
3. Tarehe ya mwisho kuhuisha jina <i>(Retention)</i> !૧/૧૨/ ૧૦૦૫:	
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la fam	asi?
(http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-	, 5 M
signup.php) VNDIYO, Stakabadhi Na HAPANA	
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:	
Mimi Dorue DAVID LAMBANJUMA mwe	anye
taaluma ya dawa ngazi ya Purbi Dawa Sarifu nakiri kwamba nitafa	anya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liib	walo
MD PHARMACY LIMITED: FIN 0200340 lililopo ka	atika
Wilaya ya LALA Mkoani DAR -ES - SALADU.	
Sahihi Tarehe OS C6 2025	3,
Uthibitisho wa Mfamasia wa Halmashauri	
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni	nwa
wanataaluma waliopo katika halmashauri ninayosimamia	Merce
() () (A DI	IR.FR.
Jina na Sahihi Bayan Tarehe 06/6/201	The state of the s
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:	. 10
Ithibitishwe na: Afisa Mtendaji	
Jina la mtendaji (Kata). DROSTA TUSA ITO KA Kata ya MCHAFUK OG	Ε
Nathibitisha kwamba Ndugu DORCE DAVID KAMBANYUMAnaishi Muhuri	#191
langu mtaa/kijiji. KATUMRINT,kuanzia mwaka 2023 Mtendaj	i
Sahihi Afisamtendaji Tarehe Tarehe	13.1
AFISAMTENDAJI WA KATA  Tarehe  OH OB 2025	



#### THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

00002741

## CERTIFICATE OF FULL REGISTRATION

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

Full Name Nice Gertapina Mwikola

Council
1277

\* I hereby wiftly 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.

Registration PIN. Date	Date of	Nationality	Address	Qualification	Place and Date of Qualification
27th March, 2025	HT HOW, 1999 WH	Fanzaman	P.O. BOX 243 Mpwapwa	Barbetor of Pharmacy	St. John's University of Tanzania

Date 24th April, 2025

REGISTRAR

NOTES: (1) This certificaate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and referene 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.



# 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

NICE GALAPINA MWIKOLA

PIN NO: 0104017

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:27 March 2025

Expires on:31 December 2025

Registrar Pharmacy Council



