

### THE UNITED REPUBLIC OF TANZANIA

### MINISTRY OF HEALTH



### 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.
	Name of the Pharmacy MATA PHARMACY Facility Identification Number (FIN). 0103331
	Physical address: Street BUZURUGA Ward NYAKATO District/Municipal TLEMELA Region MWANZA
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name ELISHA ELIAH MEENA PIN 0103572 Phone 07574 30 210  Address Buzunga Tlemba Muanza Email elimetralizaga Camadi com
	A.3. REASON(s) FOR CHANGE FAILULE OF PAYMENT FOR TWO MONTHS
	Time frame of notification: (As per Contract) One Mouth Signature Date 10.01.2025
	A.4. OWNER'S DETAILS  Full Name Marghy Selman Phone Number 0764665926  Remarks 716/vw hm 1 tauge to the froman Signature M. Felman Date 10/02/2021
E	3. TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name GODWELL NOWGULU PONDA PIN 902781 Phone Number 0763392673 Email 9 color 20 Command. Con
	Physical address: Wakato District/Municipal LEMELA Region MWANZA
	Details of Previous pharmacy: District/Municipal UPINGO Region DAR-ES-SALAGO Name of Pharmacy DOTE Pharmacy FIN District/Municipal UPINGO Region DAR-ES-SALAGO
	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.

# 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. GODUELL N. PONDA   PIN 0102781  2. Namba ya simu. 0763392073   barua pepe goduel ponda 200 grazil. Con  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.data/view/modules/registration/pharmacist-
signup.php) VNDIYO, Stakabadhi Na HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:  Mimi GODEL NDUNGULU PONDA mwenye  taaluma ya dawa ngazi ya MAMASIA II nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo  FIN 0103331. lililopo katika  Wilaya ya MKOANI MWANZA  Sahihi Tarehe 04,03,2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Teluster Malawani Hekwani Tarehe 06/03/2020 MASHAUR YAMANISPARYAIL S. L.P. 735 MWANZA
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji  Jina la mtendaji (Kata). LALARO. H. FUNDO Kata ya 19040  Nathibitisha kwamba Ndugu. GODUEUL PONDAanaishi  Iangu mtaa/kijiji MINTA,kuanzia mwaka 2032
Sahihi Afisamtendaji  Tarehe  AC-03-202  WATA YA 16660



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### THE UNITED REPUBLIC OF TANZANIA

# THE PHARMACY COUNCIL

# CERTIFICATE OF FULL REGISTRATION

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

WELL Name GOOMS NOWINGWW POWNS

\* I have by 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.

Date 24th february 2000

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

GODWELL NDUNGURU PONDA

PIN NO: 0102781

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:11 February 2022

Expires on:31 December 2025

Registrar Pharmacy Council





# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 02 <sup>nd</sup> day of MARUH 2025
BETWEEN
MAJAHIJA SELEMANI (Name) of P.O.BOX 194 Region MWANZA
(hereinafter referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees, agents or his legal representative of his business.
AND
GODWELL NDUNGURU PONDA 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;
1. Interpretation:
"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.
"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.

"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 Agreen	nent	
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This Agreement shall be effective for a period of twelve (12) months, commencing from the 6 15th day of MARCH 20 25 to 15th day of MARCH 20 26

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named on the day of MARCH 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 salary/emoluments of TZS. FIGHT HUNDED MOUNTAIN (SOODU) = payable monthly to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement. At any event, the salary **shall not be paid in advance**.
- 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.

- 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 report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Superintendent.
- 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 ensure physical supervision of the said premises.
- 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 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.

#### 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 month to the other party of his intention to terminate 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 6.1 effort to resolve the matter amicably.

- If amicable settlement becomes impossible, then, an aggrieved party may seek legal 6.2 remedy.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent 6.3 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
SIGNED and DELIVERED  By the said
This day of MARCH 20 25 PROPRIETOR
In the presence of Name:  Designation:  Signature:  Date:
SIGNED and DELIVERED  By the said  Who is known to me personally/  Introduced to me by  the latter known to me personally  Thisday of MARCH 20.25  SUPERINTENDENT
In the presence of:  Name:
Date: Q. \ S. \ ZOWS AND CAPTELLO AND CAPTEL