

PHARMACY COUNCIL



APPLICATION FOR ALTERATION
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,
Pharmacy Council,
P.O. Box 1277,
Dodoma.

APPLICATION FOR CHANGE OF:

- | | |
|-----------------------|-------------------------------------|
| 1. PREMISES LOCATION | <input type="checkbox"/> |
| 2. BUSINESS NAME | <input checked="" type="checkbox"/> |
| 3. BUSINESS OWNERSHIP | <input checked="" type="checkbox"/> |

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: ELDHIM PHARMACY FIN. 0102950

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. _____ Street: MJI MPYA Ward: UHANU

District/Municipal: DODOMA Region: DODOMA

POSTAL ADDRESS: _____ Contact No. _____

E-mail: _____

OWNERSHIP:

Directors (Names): 1. BARAKA NYAULINDO Qualification: PHARMACEUT

2. _____ Qualification: _____

3. _____ Qualification: _____

SUPERINTENDANT INFORMATION:

Full Name: DEUSDEBITH P MWITA PIN: 0103566

Residential Address: DODOMA Tel: 075718542 Email: deusdewith@gmail.com

Contract commencement date: 01/07/2024 Cessation date: 23/01/2026

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: EMAME PHARMACY - MJI MPYA BRANCH

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. _____ Street: MJI MPYA Ward: _____

District/Municipal: DODOMA Region: DODOMA

POSTAL ADDRESS: 941 CONTACT No. 0766 476 174



NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. JAMES R FUMUNGA Qualification: PHARMACEUTICAL
 2. _____ Qualification: _____
 3. _____ Qualification: _____

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: BERTHA MORGAN MWAIPKANA PIN: 0103676
 Residential Address: DODOMA Tel: 0753522181 Email: _____
 Contract commencement date: 31.01.2025 Cessation date: 31.01.2026

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. CHANGE OF SUPERVISOR

 2. _____

SECTION D: APPLICANT INFORMATION

Name of Applicant: JAMES R FUMUNGA
 (Contact/email if different from the above)
 Address: 741, DODOMA Tel: 07647174 E-mail: jamesrjunga@gmail.com
 Signature of Applicant: [Signature] Date: 31/11/2025

SECTION E: APPLICANT DECLARATION

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties.

Signature of Applicant: [Signature] Date: 31/01/2025

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE
2. Copy of lease agreement or title deed
3. Memorandum of Understanding
4. Certificate of registration from BRELA
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licencing Authority; TIN : 101-221-490

MKURUGENZI WA JIJI DODOMA

MTAA WA CDA

1249

DODOMA

Tax Certificate Number:

161-0227-2940

Issuing Office: Dodoma

Telephone: 026 23222912

Date of Issue: 12 February 2025

Expiry Date: 31 December 2025

Taxpayer Name	ELOHIM PHARMACY LIMITED		
Trading Name			
Taxpayer Identification Number	151-412-025	Vat Registration Number	
Company Registration Number	151412025		

Business Premises located at :
REGION : DODOMA,
DISTRICT : DODOMA,
STREET : MJI MPYA - UHURU

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Quarrying of stone, sand and clay
2	Residential care activities for mental retardation, mental health and substance abuse
3	Raising of cattle and buffaloes

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
12 February 2025



Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

CTIN



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

THIS IS TO CERTIFY THAT

EMMAC GROUP COMPANY LIMITED

**HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER**

155-451-408

WITH EFFECT FROM: 12 MARCH 2022

TRA LOCATION: DODOMA

TAX OFFICE: DODOMA

PHYSICAL LOCATION: PLOT No. 10

STREET / AREA: AREA A - CHAMWINO

OFFICIAL SEAL

**HERBERT M.T KABYEMELA
COMMISSIONER FOR DOMESTIC REVENUE**

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

MKATABA WA UPANGAJI CHUMBA

Mimi **BANDIN ELIAS MUSHI** nimempangisha

Bwana **EMMAC GROUP COMPANY LIMITED**.

Chumba kimoja cha biashara kwa thamani ya **Tshs. 1,000,000/=**
kwa mwezi hivyo basi kwa mwaka amelipa **Tshs. 12,000,000/=**
kuanzia tarehe 30/12/2024 hadi tarehe 30/12/2025.

Na hapo hapo atatakiwa atoa taarifa iwapo ataendelea na upangaji
mwezi mmoja kabla ya muda wake kuisha wa upangaji chumba.

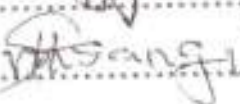
Sahihi ya mwenye nyumba

.....

Sahihi ya mpangaji

.....

Sahihi ya mama mwenye nyumba

.....

MKATABA WA MAUZIANO YA DUKA LA DAWA (PHARMACY)
KITWAYO ELOHIM PHARMACY ILIYOPO ENEO LA MJI MPYA NDANI
YA JIJI LA DODOMA.

KATI YA

ELOHIM PHARMACY

NA

EMMAC GROUP COMPANY

UMETAYARISHWA NA:
GRACIA KOMBA
LEGAL VISION LAW FIRM
S.L.P 1876,
DODOMA.
NAMBA ZA SIMU 0678595834/0743680605



**MKATABA WA MAUZIANO YA DUKA LA DAWA (PHARMACY) IITWAYO ELOHIM
PHARMACY ILIYOPO ENEO LA MJI MPYA NDANI YA JIJI LA DODOMA.**

Mkataba huu umefanyika leo tarehe 01 mwezi 07 Mwaka 2024.

KATI YA

ELOHIM PHARMACY yenye S.L.P Dodoma, namba ya simu
0767444829 ambapo katika Mkataba huu itatambulika kama **MUUZAJI** kwa upande mmoja.

NA

EMMAC GROUP COMPANY LIMITED yenye S.L.P. 941 Dodoma, namba ya simu
0966476174 ambapo katika Mkataba huu itatambulika kama **MNUNUZI** kwa upande
mwingine.

KWA KUWA Muuzaji ndio Mmiliki Halali wa duka la dawa (pharmacy) pamoja na Vibali vyote
vya kuendesha pharmacy hiyo. Pia kwa kuwa Mnunuzi amekubali kununua duka hilo la dawa
katika mkataba huu kwa bei ya **TSHS. MILIONI ISHIRINI (20,000,000/=)** kwa hiyari yake bila
ya kulazimishwa na mtu yeyote.

SASA MKATABA HUU UTASHUHUDIA MAMBO YAFUATAYO

- 1) **KWAMBA**, Muuzaji atauza na Mnunuzi atanunua duka la dawa (pharmacy) kwa bei ya
TSHS. MILIONI ISHIRINI (20,000,000/=) tu.
- 2) **KWAMBA**, Malipo yatafanyika kwa awamu moja leo tarehe **20/01/2025** ambapo mnunuzi
amemlipa fedha taslimu **TSHS. MILIONI ISHIRINI (20,000,000/=)** tu mara baada ya
kusaini Mkataba huu.
- 3) **KWAMBA**, Muuzaji anathibitisha kwamba duka la dawa (pharmacy) anayouza ni mali
yake, haijauzwa mahali popote pengine nje ya Mauziano haya, halijawekwa rehani wala
kugawiwa kwa mtu yeyote yule pia halina mgogoro wowote.
- 4) **KWAMBA**, Muuzaji na Mnunuzi wamekubaliana mara baada ya malipo kufanyika
kikamilifu muuzaji atamkabidhi mnunuzi duka la dawa (pharmacy) na vibali vyote vya
pharmacy tajwa bila masharti yoyote yale na atafanya taratibu zote za kubadili umiliki
katika Bodi ya dawa kutoka Wizara ya Afya.



wa kushuhudia utekelezaji wa Mkataba huu pande zote mbili wameweka Sahihi, Siku, Mwezi na Mwaka kama ifuatavyo:-

UMEWEKWA MHURI WA KAMPUNI
ELOHIM PHARMACY hapa DODOMA

mbele yangu leo tarehe 01 mwezi 07 Mwaka 2024.

MHURI

KWA NIABA YA KAMPUNI UMESAINIWA NA

JINA: BARAKA LUNYILIKO NYAULINGO

SAHIHI:

WADHIFA: MKURUGENZI MTENDAJI

MBELE YANGU

JINA: GRACIA KOMBA

SAINI:

ANUANI: S.L.P 1876 DODOMA.

SIFA: WAKILI

UMEWEKWA MHURI WA KAMPUNI YA

EMMAC GROUP COMPANY

mbele yangu leo tarehe 01 mwezi 07 Mwaka 2024.

MHURI WA KAMPUNI

KWA NIABA YA KAMPUNI UMESAINIWA NA

JINA: JAMES ROBERT JOMANGA

SAHIHI:

WADHIFA: MKURUGENZI MTENDAJI

MBELE YANGU

JINA: GRACIA KOMBA

SAINI:

ANUANI: S.L.P 1876 DODOMA.

SIFA: WAKILI.





TANZANIA

C.1



Certificate of Incorporation of a Company

Section 15

No: 155451408

I HEREBY CERTIFY THAT

EMMAC GROUP COMPANY LIMITED

is this day incorporated under the Companies Act, 2002
and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this 11th day of
MARCH TWO THOUSAND AND TWENTY TWO.



PRINC ASST. REGISTRAR OF COMPANIES



DRIVING LICENCE

THE UNITED REPUBLIC OF TANZANIA



- 1 Family name
JOMANGA
- 2 Given names
JAMES ROBERT
- 3 Date of birth
15/04/1995
- 4a Date of issue
08/10/2021
- 4b Date of expiry
07/10/2026
- 4c Issuing authority
TANZANIA REVENUE AUTHORITY
- 8 Permanent place of residence
Dar es Salaam
- 9 Categories of Vehicles
A D
- 7 Signature
J. Jomanga

5 Licence number

4006822227



DRIVING LICENCE
THE UNITED REPUBLIC OF TANZANIA



1 Family name
NYAULINGO

2 Given names
BARAKA LUNYILIKO

3 Date of birth
24/12/1981

4a Date of issue
29/04/2021

4b Date of expiry
23/08/2025

4c Issuing authority
TANZANIA REVENUE AUTHORITY

5 Permanent place of residence
Dodoma

6 Categories of Vehicles
A B D

7 Signature


8 Licence number
4001058261

JAMHURI YA MUUNGANO WA TANZANIA
WIZARA YA MAMBO YA NDANI YA NCHI
JESHI LA POLISI TANZANIA



TAARIFA YA MALI ILIYOPOTEA

PHQ/DOD/DOD/9936/2025

Hii ni kuthibitisha kuwa

JAMES ROBERT JOMANGA



Nimetoa taarifa kituo cha polisi siku ya Saturday, March 1st, 2025 kwamba mali iliyoainishwa hapa chini imepotea.:-

Aina ya Mali	Jina ya Mali	Nambari ya Mali
Nyaraka	cheti cha usajili wa jengo la elohim pharmacy fin: 0102950	1

Maelezo Zaid

upotevu wa cheti cha usajili wa jengo chenye jina la elohim pharmacy fin: 0102950



A handwritten signature in black ink, appearing to read 'J. Jomanga'.

Nambari ya malipo :: 9910844311346

MKUU WA JESHI LA POLISI(CPF)

Nambari ya kitambulisho :: 19950415141210000423

Wednesday, March 5th, 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. DISP

1. Jina la mwanataaluma MOHAMED SAID MIAUKA PIN 0600778
2. Namba ya simu 0675020691 barua pepe Mtaakomohameed@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 6/2/2025
4. Je, umehusha 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. ☒ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi MOHAMED SAID MIAUKA mwenye
taaluma ya dawa ngazi ya Dispensing nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
Dumas pharmacy mji mpya karama FIN 010979 lililopo katika
Wilaya ya Dodoma Mkoani Dodoma
Sahihi Miauka Tarehe 18/2/2025

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahihi Nicholas Nidhodemu Tarehe 20/2/25

Muhuri KNY:
DMO
OFFICER

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) NEEMA Komba Kata ya IPAGALA

Nadhibitisha kwamba Ndugu MOHAMED MIAUKA anaishi

langu mtaa/kijiji Sulungu kuanzia mwaka

Sahihi Afisamtendaji

Tarehe

Nidhodemu

14/2/2025



PIN No. 0600778



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH



PHARMACEUTICAL DISPENSING CERTIFICATE

This Certificate is awarded to

Mohamed Said Mtsuka

Who has attended and passed One Year Pharmaceutical Dispensing Course

Conducted at ABL Institute of Health, Management and Technology from 2015 to 2016

Registrar - Pharmacy Council

Date 04 April 2024



AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL DISPENSER

This Agreement is made on this 31 day of 4 2015

BETWEEN
EMMA PHARMACY - MT. MPA BRANCH of P.O. BOX
991 Region DORUM (hereinafter referred to as the PROPRIETOR) the
expression which includes his assignees, agents or his legal representative of his business.

AND
MOHAMED SAID HIAURA enrolled Pharmaceutical dispenser who
will perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter
referred to as the Pharmaceutical dispenser).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under
the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012
the Proprietor wishes to engage the professional services of a Pharmaceutical dispenser to
his business,

WHEREAS the Pharmaceutical dispenser 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 Pharmaceutical Dispenser are desirous to enter into an agreement, to
support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical
dispenser shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled
as EMMA PHARMACY - MT. MPA BRANCH pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to 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 Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 31 day of 01 2023 to 31 day of 01 2024

3. Commencement of Supervision

The Pharmaceutical dispenser shall commence technical assistance of the above named Pharmacy on the 31 day of 01 2023

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. 300,000/=
payable monthly to the PHARMACEUTICAL DISPENSER 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 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 Dispenser 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 dispenser.

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 Dispenser;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Dispenser 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 Dispenser 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

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.

6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Pharmaceutical Dispenser 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 31 day of 01 2025

SIGNED and DELIVERED

By the said.....

Who is known to me personally/.....

Introduced to me by.....

.....the latter known to me personally

This.....day of.....20.....

PROPRIETOR

In the presence of:

Name: GRACIA KOMBA

Designation: ADVOCATE

Signature: [Signature]

Date: 31st January 2025



SIGNED and DELIVERED

By the said.....

Who is known to me personally/.....

Introduced to me by.....

.....the latter known to me personally

This.....day of.....20.....

**PHARMACEUTICAL
DISPENSER**

In the presence of:

Name: GRACIA KOMBA

Designation: ADVOCATE

Signature: [Signature]

Date: 31st January 2025





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

BERTHA MORGAN MWAIPYANA

PIN NO: 0103676

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: **21 June 2024**

Expires on: **31 December 2025**

Registrar
Pharmacy Council



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... BERITHA MORGAN MWAIPYANA PIN 0103676
2. Namba ya simu... 0953522181 barua pepe -
3. Tarehe ya mwisho kuhuisha jina (Retention) 18/12/2025
4. Je, umehisha 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. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi BERITHA MORGAN MWAIPYANA mwenye
taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
SHAMAC PHARMACY MTI MPA BLANCH FIN 14/1979 lililopo katika
Wilaya ya DODOMA Mkoani DODOMA
Sahihi B. Morgan Tarehe 18/12/2025

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahihi Nicholas Nicholas Tarehe 20/12/25
Azephani

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) HAPPYNEE R. DAUD Kata ya CHAMWINDO
Nadhibitisha kwamba Ndugu BERITHA M. MWAIPYANA anasikiliza
langu mtaa/kijiji SOKEINE kuanzia mwaka 2025

Sahihi Afisamtendaji

H. Dauber

Tarehe

18/10/2025

Muhuri KNY:
AFISA MTENDAJI
N. CHAMWINDO
KATA YA CHAMWINDO

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 31st day of January 2025

BETWEEN

EMMA Green CO. LLP (Name) of P.O.BOX 941 Region PO Box
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,
agents or his legal representative of his business.

AND

BERTHA MORGAN MWAIPYANA 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 EMMA Pharmacy - M3 MPA Branch 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 Agreement

This Agreement shall be effective for a period of twelve (12) months commencing from the 1st day of February 2025 to 1st day of February 2026

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above- named Pharmacy on the 1st day of February 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 salary/emoluments of TZS. 200,000/= 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 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 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.

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 The superintendent shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day to day functions of the pharmacy abide to the law.
- 4.2.3 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.

- 4.2.4 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.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

The remuneration for the superintendent shall be due on the 1st day of the following month. If the proprietor fails to pay the agreed remuneration within seven (7) days from the due date, the superintendent reserves the right to terminate this contract with immediate effect. The proprietor shall be notified in writing of the termination due to non-payment.

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.

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

- 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.
- 6.3 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 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 31st day of January 2025

SIGNED and DELIVERED

By the said.....

Who is known to me personally/.....

Introduced to me by.....

..... the latter known to me personally

This..... day of..... 20.....




PROPRIETOR

In the presence of:

Name: GRACIA KOMBA

Designation: ADVOCATE

Signature: 

Date: 31st January 2025



SIGNED and DELIVERED

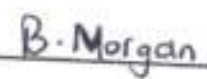
By the said BERTHA MORGAN MWAIPYANA

Who is known to me personally/.....

Introduced to me by.....

..... the latter known to me personally

This 31st day of January 2025



SUPERINTENDENT

In the presence of:

Name: GRACIA KOMBA

Designation: ADVOCATE

Signature: 

Date: 31st January 2025





Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 925064314900042
Received from : ELOHIM PHARMACY
Amount : 250,000.00
Amount in Words : Two Hundred Fifty Thousand TZS And Zero Cent(s) Only
Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 142202540104 - Application for change of name/ ownership - CHANGE OF OWNERSHIP		100,000.00
: 142202540104 - Application for change of name/ ownership - CHANGE OF NAME		100,000.00
: 142201611404 - Duplicates Certificate - DUPLICATE CERTIFICATE		50,000.00

Total Billed Amount : 250,000.00 (TZS)

Bill Reference : 16211064255524995297
Payment Control Number : 991620299806
Payment Date : 2025-03-05 12:06:12
Issued by : Zena Mango
Date Issued : 2025-03-05 12:13:03
Signature : 