

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 X Other Pharmaceutical Personnel
A	TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY. A.1. DETAILS OF THE PHARMACY Name of the Pharmacy. K MED CARE PHARMACY Physical address: Street. TIPTOP Ward MANZED District/Municipal LIBYTHGO
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name. ERI.CK. JOHN. KAMARA PIN 0102747 Phone. 0745400461 Address. BOX. DAR. ES. SALAAM Emaileri.ckj.ohn985@gmai.lcom
	A.3. REASON(s) FOR CHANGE
	END OF CONTRACT
	Time frame of notification: (As per Contract) 1 Month Signature E. j ohn Date 05/05/2025.
	A.4. OWNER'S DETAILS Full Name CLEMENCE SMMANUFL NYANGE Phone Number 0713 293 262 Remarks ACCEPTED Signature Para Date 10/05/2025
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL 67/3- Full Name NOEL HER I MH ADU. PIN 0395 Phone Number 569,509 Email Mhadu3909 mau Physical address: Street
	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
٠.	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.

Noel Heri Mhadu, Bohari ya Dawa, S.L.P 9081, **Dar Es Salaam.** 28 Mei 2025

Msajiri Baraza la Wafamasia (PC), S.L.P

DODOMA

YAH: USIMAMIZI WA DUKA LA DAWA (K MED CARE PHARMACY) LILILOPO MANZESE, DAR ES SALAAM.

Husika na kichwa cha habari hapo juu.

- 2. Mimi, Mfamasia **Noel Heri Mhadu** mwenye namba ya usajili **0395** ninapenda kukujulisha kuwa kuanzia tarehe **01 Juni 2025** nitakuwa msimamizi (*Superintentant*) wa duka lako la dawa la **K MED CARE PHARMACY** lenye namba ya utambulisho (FIN) **0300122** lililopo katika Manispaa ya Ubungo, eneo la Manzese, jijini Dar Es Salaam.
- 3. Pamoja na barua hii, nimeambatisha nakala ya Makubalinao ya Kimkataba (*Contract Agreement*), cheti change ya usajili wa ufamasia (*registration certificate*) pamoja na leseni halali ya usimamizi wa famasi (*valid license to practice*).

4. Nashukuru kwa ushirikiano wako.

Noel Mhadu

Mfamasia Mwandamizi

Reg No: 0395

Nakala:

Mkurugenzi,

K MED CARE PHARMACY

DAR ES SALAAM



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

NOEL HERI MHADU

PIN NO: 0100395

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:24 December 2003

Expires on:31 December 2025

Registrar Pharmacy Council









THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

Nº 00001379



oll Name

CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)

Heri Mhadu

I hereby cartify that the following is a true extract from the entry in the Register relating to 100 registered pharmacist details in respect of whom are set out below

No.	gistration Date	Date of Birth	Nationality	Address	Qualification	Place and Lear of Openidication	
0395	24 th Dec. 2005	24th Dec. 1974	Tanzanian	P.O. Box 54051 Dar 45 Salaam	Bachelor of. Pharmacenthal Science	University of Havanor Cuba 2001	

	1214	n.,	HY	 11
Date				

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacy William Molished in the list of registered Pharmacists published annually by the Council, and reference should the Miliam to the current Published list for evidence as to continue registration.

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

GP-Dsm





Date: 2705/2025

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

CLEMENCE EMMANUEL NYANGE (PROPRIETOR)

AND

NOEL HERI MHADU (SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST This Agreement is made on this <u>01st</u> day of <u>JUNE</u> 20 <u>25</u>

BETWEEN

<u>K MED CARE PHARMACY</u> of P.O. BOX 55176, <u>TIP-TOP MANZESE</u> Region <u>DAR</u> <u>ES SALAAM</u>

(herein after referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

NOEL HERI MHADU 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 as **WHOLESALE/RETAIL** Pharmacy.

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

"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 (12) months, commencing from the **01**ST day of **JUNE** 20**25** to **31**ST day of **MAY** 20**26**

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01ST day of JUNE 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 allowance/emoluments of **TZS 850,000/=** payable to the **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 1stday 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.
- 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 license, 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 license, 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.

- 5.5 Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- 5.6 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 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

	The Council will accept additional clauses but this Agguidance only.	greement is a ge	eneric contract for
IN V	WITNESS WHEREOF the parties hereto have duly s and in the manner herein after appearing.	igned and seale	ed this presents on the
Sign	ed and delivered by the parties at thisda	y of	20
to m	NED and DELIVERED at	vn	PROPRIETOR
Nam Designa Signa Addr Date	ne presence of: e: NICODE MUS JOACHIM NANGALE gnation: ADVO CATE ature: B ress: P.O. BOX 22317 DSM : 27105/2025		Record of the Motory Public Scientis Motory P
to m	who is known to me this 26 day of May 20.25	said m	SUPERINTENDENT
Name	e presence of: e: DAVID PETER KASANGA gnation: ADVOCATE ature: BOX 2371 DSM 2610512005		Advocate & Commission of the Control

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO



BARAZA LA FAMASI



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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 TA KWANZA: - TAARIFA ZA MWANATAALUMA
MFAMASIA FUNDI DAWA SANIFU FUNDI DAWA MSAIDIZI PHARM. DISP
1. Jina la mwanataaluma NOEL HERI MHAMPIN 0395
2. Namba ya simu. 07 13 5 69 509 malua pepe Noelmhadu Oyahoo
3. Tarehe ya mwisho kuhuisha jina (Retention) 31/11/2025
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) DNDIYO, Stakabadhi Na HAPANA
SEHEMU YA PILI - KUKIRI KWA MWANATAALUMA:
Mimi NOEL HERI MHADU mwenye
taaluma ya dawa ngazi ya degree / Shaha da nakiri kwamba nitafanya
kazij vangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
Medeare Pharmacy FIN 0300/22 lililopo katika
Wilaya ya Ubungo Mkoani DAR - ES-SALAAM
Sahihi N·mkady Tarehe 29/03/2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia Muhuri KNY:
DMO
Jina na Sahihi Gausia Maowi Tarehe 29/3/2025
KNY:MGANGA MKUU WA MANISPAA HALMASHAURI YA MANISPAA YA KINONDONE
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) EIF Runagu III. Iwa Kataya SARANGA
Nathibitisha kwamba Ndugu, Nod Herc Meckul anaishi Muhun
langu mtaa/kijiji Stof Overkuanzia mwaka 202 Mtendaji
Sahihi Afisamtendaji Tarehe
28/03/2025
My smp 0