



PCF. 17

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL



## NOTICE 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.

## A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy: MWALONI PHARMACY Facility Identification Number (FIN): 0101508  
Physical address:  
Street: MWALONI Ward: KIRUMBA District/Municipal: ILEMELA Region: MWANZA

## A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: LU GUNDA HUSEN PIN: 0102232 Phone: 0768385074  
Address: ILEMELA - MWANZA Email: lugundah@gmail.com

## A.3. REASON(s) FOR CHANGE

MUTUAL AGREEMENT

Time frame of notification: (As per Contract) 01 Signature: [Signature] Date: 13/11/2023

## A.4. OWNER'S DETAILS

Full Name: RAJAB MUSTAPHA MASHIKI Phone Number: 0767550236  
Remarks: NIMEKUBALI KUBADILI MAMA SA  
Signature: [Signature] Date: 13/11/2023

## B. TO BE COMPLETED BY THE OWNER ONLY

## B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: HARUNI WINFREDA ISHARA PIN: 0103278 Phone Number: 0694636768 Email: harunishara@gmail.com  
Physical address:  
Street: UNYWA Ward: MBUGANI District/Municipal: ILEMELA Region: MWANZA  
Details of Previous pharmacy:  
Name of Pharmacy: MWALO FIN: District/Municipal: Region:

## B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached)

- Copies of registration certificate and valid license to practice
- Contract Agreement/MOU
- Commitment Letter

## C. FOR OFFICIAL USE ONLY

## INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations: Full Name: Designation: Signature: Date:

## B. TO BE COMPLETED BY THE OWNER ONLY

## 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.

Details of previous pharmacy:  
Name of Pharmacy: FIN: District/Municipal: Region:

## B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached)

- Copies of registration certificate and valid license to practice
- Contract Agreement/MOU
- Commitment Letter





Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 923317214302438

Received from : Mwaloni Pharmacy

Amount : 50,000.00

Amount in Words : Fifty Thousand TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 142201611413 - Misceleneous		50,000.00
Receipts - Change of Management of		
Pharmacy		

Receipt No : 923317214302438

Total Billed Amount :

50,000.00 (TZS)

Received from : Mwaloni Pharmacy

Bill Reference : 16214317235232819348

Amount : 50,000.00

Payment Control Number : 991620223979

Amount in Words : Fifty Thousand TZS And Zero Cent(s) Only

Payment Date : 2023-11-13 15:01:10

Outstanding Balance : 0.00

Issued by : Beatuss Mpogoza

In respect of : 2023-11-13 15:27:36

Date Issued : 2023-11-13 15:27:36

Item Amount

142201611413 - Misceleneous

Signature

*Beatuss Mpogoza*

50,000.00

Receipts - Change of Management of

Pharmacy

Government Payment Gateway © 2017 All Rights Reserved (GePG)

Total Billed Amount :

50,000.00 (TZS)

Bill Reference : 16214317235232819348

Payment Control Number : 991620223979

Payment Date : 2023-11-13 15:01:10

Issued by : Beatuss Mpogoza

Date Issued : 2023-11-13 15:27:36

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

RAJAB MUSTAPHA MALIKI

(PROPRIETOR)

AND

HARUN WINFRIDA ISHARA

(SUPERINTENDENT)

**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A**

**PHARMACIST**

This Agreement is made on this 01 day of 10 20 23

**BETWEEN**

RAJAB MUSTARHA MAKI (Name) of P.O. BOX \_\_\_\_\_ Region  
MWANZA (hereinafter referred to as the **PROPRIETOR**) the expression which  
includes his assignees, agents or his legal representative of his business, of one part;

**AND**

HARUNI WINFRIDA ISHARA 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 RETAIL ONLY 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.



**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 twelve (12) months, commencing from the 01 day of 10 2023 to 30 day of 09 2024

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of 10 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 allowance/emoluments of TZS 700,000/= 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 **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 treat such late payment as a breach of contract and

- 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

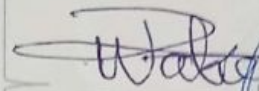


8. The Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on date and in the manner herein after appearing.

Signed and delivered by the parties at this 13 day of 10 2023

SIGNED and DELIVERED at MWANZA by the said  
RAJAB MUSTAPHA MALIKI who is known  
to me personally/identified to me by .....  
P ..... the latter being  
personally known to me this 13 day of 10 2023



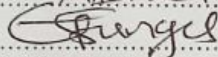
PROPRIETOR



In the presence of:

Name: GEORGEY SUNGA

Designation: ADVOCATE

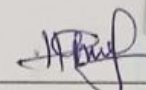
Signature: 

Address: 530

Date: 13/10/2023

Signed and delivered by the parties at this 13 day of 10 2023

SIGNED and DELIVERED at MWANZA by the said  
HARUN WINERIDA ISHARA who is known  
to me personally/identified to me by .....  
..... the latter being  
personally known to me this 13 day of 10 2023

  
SUPERINTENDENT



In the presence of:

Name: GEORGEY SUNGA

Designation: ADVOCATE

Signature: 

Address: 530

Date: 13/10/2023







## 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 HARUNI WINFRIDA ISHARA PIN 0103278
2. Namba ya simu 0694636768 barua pepe haruniishara@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) ---
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 HARUNI WINFRIDA ISHARA mwenye taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo MWALONI PHARMACY FIN 0101508 lililopo katika Wilaya ya ILEMELE Mkoani MWANZA Sahihi [Signature] Tarehe 03/11/2023

## Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature] Tarehe 06/11/2023

Muhuri KNY:  
DMO

DAK TARI WA MANIS, H  
MASHAURI YAMISPAAYA ILEME  
S. L. P. 73F  
MWANZA

## SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Mbongam Kata ya Mbongam

Nadhibitisha kwamba Ndugu Haruni Winfrida Ishara anaishi langu mtaa/kijiji Wnguz, kuanzia mwaka ---

Sahihi Afisamtendaji

[Signature]

Tarehe

3/11/2023

AFISA MTENDAJI  
KATA YA MBONGAM  
JIJI LA MWANZA







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)*

THE UNITED REPUBLIC OF TANZANIA

I Hereby Certify that: **HARUNI WINFRIDA ISHARA**

**PIN NO: 0103278**

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.

**The Pharmacy Act**

**Issued: 02 February 2023**

**Expires on: 31 December 2023**

**HARUNI WINFRIDA ISHARA**

**Registrar**

**Pharmacy Council**





00001930

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

# **CERTIFICATE OF FULL REGISTRATION**

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



Full Name Hasumi Winfrida Ishara

\*I hereby 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.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0103278	2nd February, 2023	25th December, 1997	Tanzanian	P.O. Box 1370 Mwanza	Bachelor of Pharmacy	Catholic University of Health and Allied Sciences 2021

Date 16<sup>th</sup> February 2023

Shehale  
REGISTRAR

- NOTES: (1) This certificate 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 reference 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.