PCF. 17

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.

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy CAPESTITE PHARMACY ..... Facility Identification Number (FIN) 0102366

Physical address:

Street MIKAI ..... Ward MANZESE ..... District/Municipal MBUNDO ..... Region DSM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name ..... PIN ..... Phone .....

Address ..... Email .....

A.3. REASON(s) FOR CHANGE

N/A

Time frame of notification: (As per Contract) ..... Signature ..... Date .....

A.4. OWNER'S DETAILS

Full Name AMINA S. MFAUME ..... Phone Number 0687230800

Remarks .....

Signature Amfaume Date 03/02/2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name MTUKE AHMADI MFEDI PIN 01005[illegible] Phone Number 0653 838660 Email mtukeahmadi@gmail.com

Physical address:

Street MAMBOGO ..... Ward MAMBOGO ..... District/Municipal MBUNDO ..... Region DAR ES SALAAM

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)

(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.

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

AMINA SAID MFAUME

(PROPRIETOR)

AND

MTOKE AHMADI ULEDI

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT OF A SUPERINTENDENT

This Agreement is made on this day of 05/12/2024. to supervise .CARE SITE Pharmacy

BETWEEN

AMINA SAID MFAUME of P.O.BOX ..... 999 ..... (Hereinafter referred to as the Proprietor)

AND

IMTOKE AHMADI ULEDI of P.O.BOX ..... 70488 ..... pharmacist who will supervise all technical activities in the pharmacy (hereinafter referred to as the **Superintendent**).

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 superintendent to 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 support operation of a business of a pharmacist.

Whereas the superintendent shall visit the pharmacy at least once a week at the terms and conditions as hereinafter appearing;

Whereas the parties agree to operate a business of a pharmacist styled as Retail pharmacy.

And now wherefore this agreement witnessed as follows;

1. **Duration of agreement**
   This agreement shall be effective for a period of twelve (12) months, commencing from the 5/2/2024..... to .05/01/2025

2. **Commencement of supervision**
   The Superintendent shall commence supervision of the above named pharmacy on ..5/2/2024

3. **Obligation of the parties:**

   3.1 The proprietor:

   The proprietor shall have the following duties and responsibilities; -

   i. **The proprietor** shall pay a monthly salary/emoluments of TZS...800,000/= 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.**

ii. The salary/emoluments shall be paid monthly and no later than the 5th day of the following month.

iii. Implement and ensure that standard required for pharmacy and pharmaceutical properties are maintained in high level at all times.

iv. Follow up and implement on matters advised by a superintendent on professional and matters related to provision of good pharmaceutical services.

v. Shall ensure all proper records are maintained and managed well.

vi. 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.

vii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

3.2 The Superintendent

The superintendent shall have the following duties and responsibilities; -

I. Ensure ethical, appropriate policies and procedures are in place and implemented,

II. Report and advise the proprietor on all matters related to provision of good pharmaceutical services,

III. Advise on proper dispensing of medicines to the pharmaceutical dispenser and

IV. Attend to all other duties requiring his attention in the pharmacy

4. 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 (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.

5. **Dispute settlement**

In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6. **Costs**

The proprietor shall meet the cost of drawing up this agreement.

7. The laws of Tanzania here to shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties

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 on. 06/02/2024

Name of Proprietor	Signature
AMINA SAID MFAUME	A.S.Mfaume

Name of Superintendent	Signature
MTOKA AHMADI ULEDI	

In the presence of

Name: EVELYNE BOAS BWAIWA
Designation: ADVOCATE, COMMISSIONER FOR OATHS
Signature:
Date: 8th FEBRUARY 2024

Evelyne Boas Bwaiwa
Box 9650 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

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

MTOKE ULEDI

PIN NO: [illegible]00546

Having complied with the provision of Section 2[illegible] 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:07 January 2011

Expires on:31 December 2024

Registrar
Pharmacy Council