

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

A.1. DETAILS OF THE PHARMACY
Name of the Pharmacy: ALFARE CARE
Street: BATHIKUWA Ward: TABATA District/Municipal: LUTA Region: DAR-ES-SALAAM
Physical address: 016 2400A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL
Full Name: MZAMIRI MOHAMMED Address: MZAMIRI MOHAMMED - LUTA
PIN: 0162909 Phone: 0766774574 Email: kafumwa25en19@gmail.comA.3. REASON(S) FOR CHANGE
- Change of residence from Dar-es-Salaam to Mtwara
Time frame of notification: (As per Contract) Signature: [Signature] Date: 25/01/2024A.4. OWNER'S DETAILS
Full Name: WILSON MALIYATU Remarks: [Signature] Date: 25/01/2024
Phone Number: 0656 199653

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: MOSES KATANA MAYUNGA PIN: 01023497 Phone Number: 076161211 Email: moisemayunga@gmail.com
Physical address: BATO Ward: ALOKATA District/Municipal: UBURU Region: DAR-ES-SALAAMDetails of Previous pharmacy: BASBAK X Pharmacy FIN: 01020548 District/Municipal: THABE Region: DAR-ES-SALAAM

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



FORMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kitungu No. 47 (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: MOJE KATIBA MAMUNGA PIN 0102897

2. Namba ya simu: +255 766 161 811 barua pepe: moje.katiba@nhs.uk

3. Tarehe ya mwisho kuhushisha jina (retention): 31/12/2023

4. Je, umehushisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>)

☒ NDIYO, Stakabachi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi: MOJE KATIBA MAMUNGA

taaluma ya dawa ngazi ya MTAMUNGA

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa lilitwalo

lililopo katika FIN 0102400

Vilaya ya ILITA Mkoani DRC to JAMIA

Sahih: 31/12/2023 Tarehe 31/12/2023

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma aliywa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri inayosimamia

Muhuri KNY:
DMO

Jina na Sahih: MOJE KATIBA MAMUNGA Tarehe 31/12/2023

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

D.S.M. CITY COUNCIL

FOR: CITY MEDICAL OFFICER OF HEALTH

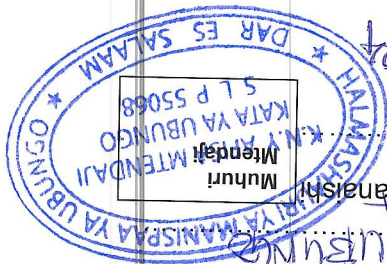
Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata): ELIZABETH KIBINI Kata ya LIBUNGO

Nathibitisha kwamba Ndugu

langu mtaa/kijiji KISIMANI kuanzia mwaka 2020

Sahih Afisa mtendaji



AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this

25

day of

January

2024

BETWEEN

WILSON MALIYATHAN N GOYE (Name) of P.O. BOX 80479 Region DAR ES SALAAM
(herein after referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

MOLIT KATENA MAYUNGA
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 a 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 whole sale 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 85 day of January 2024 to 85 day of January 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 84 day of January 2024

4. Obligation of the Parties:

a. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- i. The PROPRIETOR shall pay Monthly salary/emoluments of TZS. 800,000/= payable monthly to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.

- ii. 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.

- iii. Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

- iv. Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

- v. Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

- vi. Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

- vii. Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

- viii. Shall ensure pharmaceutical services are provided with due care.

- ix. Shall ensure all proper records are maintained and managed well.

- x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- xi. Shall cooperate with the Pharmacy Council on proper practice affairs whenever the need arise.
- xii. Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC log, dispensing register, ledgers etc.
- xiii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- xiv. Shall ensure all purchases or procurements and deliverables of pharmacy items are signed by a superintendent.
- xv. Perform any other duty as the Council may determine from time to time.

b. The Superintendent;

At a salary or emolument stipulated in clause 4.1 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: -

- i. 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.
- ii. Shall as much as possible ensure physical supervision of the said premises. Full time pharmacist is more preferable.
- iii. Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- iv. Shall manage and undertake all technical and professional matters in the pharmacy.
- v. Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- vi. Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- vii. Shall provide pharmaceutical service with care

viii. Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards

ix. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

x. Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

xi. Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.

xii. Shall ensure that all certificates (business permit, premises registration, copy of certificate of Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.

xiii. Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

xiv. 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 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

- a. In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- b. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- c. 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.

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 25 day of January 2024

SIGNED and DELIVERED By the said <u>WILSON MALIYATHABY NGOYE</u> Who is known to me personally <u>1/1</u> Introduced to me by <u>VICK / P HAME</u> the latter known to me personally This <u>25</u> day of <u>JANUARY</u> 20 <u>24</u> PROPRIETOR 	SIGNED and DELIVERED By the said <u>NAME KATARA MARYUNTA</u> Who is known to me personally Introduced to me by <u>1/1</u> the latter known to me personally This <u>25</u> day of <u>JANUARY</u> 20 <u>24</u> SUPERINTENDENT 
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In the presence of:

Name: ELAY EDWARD NYAMOGA

Designation: ADVOCATE

Signature: [Signature]

Date: 25 January 2024