

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 ☒
2. BUSINESS NAME ☐
3. BUSINESS OWNERSHIP ☐

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: TUMAINI PHARMACY FIN. 0101206

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

PHYSICAL ADDRESS:

Plot No. 103B Street MLAPAKOLO Ward MJI MKUU
District/Municipal MOROGORO Region MOROGORO
POSTAL ADDRESS: 352 MOROGORO Contact No. 0754065124
E-mail:

OWNERSHIP:

Directors (Names): 1. BONIPHACE K. THIA Qualification:
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: NYEGORO NKAMA MAGOTI PIN:
Residential Address: BSM Tel: 0655103808 Email:
Contract commencement date: Cessation date: 31/3/2024

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: TUMAINI PHARMACY

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

PHYSICAL ADDRESS:

Plot No. BLOCK P Street CCM Ward KINGOLWIRA
District/Municipal MOROGORO Region MOROGORO
POSTAL ADDRESS: 352 MOROGORO CONTACT No. 0754065124

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. Qualification:
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)Full Name: EBENEZER A. MASSAMU PIN: 0103506Residential Address: Box Morogoro Tel: 0673649043 Email:Contract commencement date: 1/7/2024 Cessation date: 30/6/2025**SECTION C: REASON(S) FOR PARTICULAR ALTERATION**

1. BUSINESS DETERIORATION AND HIGH RENT COST
2.

SECTION D: APPLICANT INFORMATIONName of Applicant: BONIPHACE K. SHUA

(Contact/email if different from the above)

Address: Box 352 Morogoro Tel: 067075406524 E-mail:Signature of Applicant: [Signature] Date: 6/7/2024**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: 6/7/2024**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)

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



TAARIFA YA MALI ILIYOPOTEA

PHQ/PWA/CHA/1064/2025

Hii ni kuthibitisha kuwa

Boniphace Kabeya Shija



Nimetoa taarifa kituo cha polisi siku ya Sunday, January 5th, 2025 kwamba mali iliyoainishwa hapa chini imepotea.:-

Aina ya Mali	Jina ya Mali	Nambari ya Mali
Nyingine	registration of premise(tumaini pharmacy	0

Maelezo Zaid
poteza



Nambari ya malipo :: 9910843706803

MKUU WA JESHI LA POLISI(CPF)

Nambari ya kitambulisho :: 19670303211030000220

Friday, January 10th, 2025

NB: Lazima leleweke wazi kwamba ripoti hii si ushahidi kwamba ripoti iliyowasilishwa na mlalamikaji ilikubaliwa na Kituo cha Polisi kama halali.

PHARMACY COUNCIL



PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. 01206-2023

This Permit is hereby granted to M/S Tumaini Pharmacy of P.O.Box 352, Morogoro to operate a Retail Only Business at the premises situated/lying between Plot No. 103B, Mlapakolo, Mji Mkuu, Morogoro Municipality/District in Morogoro Region with Facility Identification Number (FIN) 0101206 under a superintendent Pharmacist Nyegoro M Magoti with Personal Identification Number (PIN) 0102534

Issued in: April 2017

Expires on: 30 June 2024

11-07-2023

DATE:


SIGNATURE OF REGISTRAR

CONDITIONS

1. This Permit shall have and continue to have effect from and including the day when it is issued and does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation
2. The nature of conducting business shall conform to the category of pharmacist business registered
3. This permit does not authorize the holder to sell or supply medicines illegally to unlicensed premises.
4. When vacating the registered premises, the superintendent pharmacist shall surrender to the Council the original Premises Registration Certificate and Business Permit
5. The permit is non transferable and Council reserves the right to suspend, revoke or cancel any certificate or permit issued under this Act if satisfied terms and conditions have been violated





Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchange Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924354298156978
Received from : TUMAINI PHARMACY
Amount : 200,000.00
Amount in Words : Two Hundred Thousand TZS And Zero Cent(s) Only
Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
142202540103 - Application for change of premises - CHANGE OF LOCATION FEE		200,000.00

Total Billed Amount : 200,000.00 (TZS)

Bill Reference : 16213354240525562511

Payment Control Number : 991620285923

Payment Date : 2024-12-19 13:45:07

Issued by : Zena Mango

Date Issued : 2025-01-22 11:06:36

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL



APPLICATION FORM FOR APPROVAL OF LOCATION OF PREMISES

(Made under Regulation 3(2) of the Pharmacy (Premises Registration) Regulations GN.269, 2020)

SECTION A: APPLICANT INFORMATION

1. Name of Applicant BONIPHACE K. SHIJA
2. Physical Address of the Applicant MOROGORO MJINI
3. Contacts (mobile phone) 0754 - 065724
4. Email address (if any) boniphace.shija@Crdbank.co.tz

SECTION B: INFORMATION OF THE PROPOSED AREA (FILL SPACE CORRECTLY)

5. Physical address of the proposed location. Street CCM Plot No. BLOCK P
Ward KINGSOLWIRA District MOROGORO MJINI Region MOROGORO
6. Name and distance from the Public Health Facility in metres
KINGSOLWIRA HEALTH CENTRE 110 METRES - SEPARATED
7. Name and distance from the nearby outlets (Pharmacy, DLDM, LABS) in metres
RKK PHARMACY BY HIGHWAY
8. Name and distance from the unsuitable areas (Fuel station, Bar, Damp etc) in metres
300M FROM FUEL STATION
9. Proposed Business Name (BRELA Certificates if any) TUMAINI PHARMACY
10. Type of Business: -A. Retail B. Wholesale C. Storage Facilities D. Any other (mention)
A. RETAIL

SECTION C: DECLARATION

I/We declare that the information given above are true and correct, knowing that it is an offence to produce documents/tender false information to public office.

EDEDEZA A. MASSAMU 30/04/2024
Name and Signature of the Applicant Date of Application

SECTION D: FOR OFFICIAL USE ONLY.

Accounts Section

Total fee paid 900,000/- Received date 30/04/2024
Pay slip/Receipt No. 991620286166 Signature [Signature]

Inspection Section

I/We inspected the area/building of the proposed premises on (date) 30/04/2024 and I/We have found that the said premises location does not meet the required standards.

Reasons for rejection NONE

KUTWA SAMSON
Name, Signature of Inspector (1)

HILDA HUBERT
Name, Signature of Inspector (2)

NOTE: THIS FORM IS VALID FOR SIX (6) MONTHS ONLY FROM THE DAY OF FIRST INSPECTION

MINISTRY OF HEALTH
PHARMACY COUNCIL

PCF.5(b)



OBSERVATION FORM FOR NEW PREMISES

(FOR COMMUNITY PHARMACY, WHOLESALE AND STORAGE FACILITIES)

(Made under Regulation 4 & 5 of the Pharmacy (Premises Registration) Regulations GN.269, 2020)

FILL ALL PARTS IN CAPITAL LETTERS

SECTION A: APPLICANT INFORMATION

1. Name of the Applicant: BONIPHACE K. SHIJA
2. Physical Address of the Applicant: MOROGORO MJINI
3. Contacts (cell phone): 0754-065124
4. Proposed Business name: TUMAINI PHARMACY
5. Type of Business: eg: Retail, Wholesale: RETAIL

SECTION B: VERIFICATION OF INFORMATION OF THE PROPOSED AREA

PART 1:

Criteria	Name of premises	Distance (Meters)
Name and distance from the nearby outlet	RRK PHARMACY	165 M
Name and distance from unsuitable area	300 M FUEL STATION	300 M
Name and distance from public health facility	KINGOLWIRA HC - SEPARATED BY HIGHWAY	110 M

PART 2: Size of the building

Criteria	Measurement in meters	Area of the premises (LxW)
Length (L)	6 M	33 M ²
Width (W)	5.5 M	

SECTION C: GENERAL OBSERVATIONS

- ✓ JENGO LIMAKUBWA WA SQUARE NIITA 83
- ✓ UMBATI TOKA PHARMACY - RRK NI NIITA 165
- ✓ UMBATI TOKA KITUO CHA MATUTA NIITA 300
- ✓ UMBATI TOKA KINGOLWIRA LABORATORY NIITA 110
- ✓ UMBATI TOKA KITUO CHA AFYA KINGOLWIRA NIITA 110

(NB: Size of the building should not be less than 30m² for community pharmacy and not less than 60m² for wholesale pharmacy, distance from one community pharmacy to another should not be less than 150m and distance from unsuitable areas should be not less than 50m)

SECTION D: RECOMMENDATIONS

- MUSIKI ANAELIFEWA KUFANYA UKARABATI
- KWA KUFUATA MUONGODO (CHECK LIST) KUPATI
- KISHA AMEWEKA DDA-BOT, MANGO WA ALUMINIUM
- MASHITI, PAKA RANGI ANGAU, AL & FANYI KUBE
- KA SEHEMU YA KUSIBI WATEJA NA DEK YAMFAMASIA KISHA
- KUANDI KWA HATUA INAYOFATA.

SECTION E: INSPECTOR'S DECLARATION

- | | | |
|--------------------------|---------------|--------------------|
| Names | Designation | Signatures |
| (i) <u>KULWA SAMSON</u> | <u>SPHARM</u> | <u>[Signature]</u> |
| (ii) <u>HILDA HUBERT</u> | <u>PI</u> | <u>[Signature]</u> |

I Declare that, the information provided here is true and correct to the best of my knowledge. I also know that if eventually it is proved by the Council that the information I have given is false, fictitious or fraudulent or based on inadequately verified information, may result in appropriate, legal action by the Council.

SECTION F: OWNERS /INCHARGE CERTIFICATION

I (Full Name of Owner)

EGBENEZER A. MASSAMU

I Certify that my proposed site/premises/plan has been inspected by above named inspectors and I agree with the information provided.

[Signature]

Signature of Owner/ In charge

30/04/2024

Date



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924355298384800
Received from : TUMAINI PHARMACY
Amount : 100,000.00
Amount in Words : One Hundred Thousand TZS And Zero Cent(s) Only
Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
142201270421 - Inspection of Premises - APPROVAL FOR LOCATION FEE		100,000.00

Total Billed Amount : 100,000.00 (TZS)

Bill Reference : 16211355245144630250
Payment Control Number : 991620286166
Payment Date : 2024-12-20 12:40:17
Issued by : Zena Mango
Date Issued : 2025-01-22 11:07:00
Signature : 

Government Payment Gateway © 2017 All Rights Reserved (GoPG)



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
PHARMACY COUNCIL



CHECKLIST FORM FOR NEW/EXISTING PREMISES

(FOR COMMUNITY PHARMACY, WHOLESALE AND STORAGE FACILITIES)

(Made under Regulation 4,5 & 6 of the Pharmacy (Premises Registration) Regulations GN. No. 269, 2020)

SECTION A: APPLICANT/OWNER'S INFORMATION

1. Name of Applicant/Owner: BONIPHACE K. SHIJA Type of Ownership: SOLE PROPRIATOR
2. Physical Address of the Applicant: KIHONDA MOROGORO Geo Code: _____
3. Postal Address: BOX 352 MOROGORO
4. Contacts (Phone): 0754 065124 Email Address: boniphace.shija@crdbank.co.tz
5. Proposed/Existing Business name: TUMAINI PHARMACY
6. Type of Business: RETAIL PHARMACY

SECTION B: DETAILS OF THE PREMISES LOCATION

	Criteria	Name of premises/facility/area	Distance (Meters)
1.	Name and distance from a nearby Pharmacy and category	<u>R-R-K PHARMACY</u>	<u>165 METERS</u>
2.	Name and distance from nearby health laboratory	<u>KINGOLWIRA LABORATORY</u>	<u>105 METERS</u>
3.	Name and distance from public health facility	<u>KINGOLWIRA HEALTH CENTER</u>	<u>110 METERS</u>
4.	Name and distance from unsuitable or risky premises	<u>ATN FUEL STATION</u>	<u>300 METERS</u>

SECTION C: PRESCRIBED STANDARDS FOR RETAIL/COMMUNITY PHARMACY

- i) Size of the Building in Square meters (M²): 33 M²
- ii) Number of rooms/compartments: 4
At least four (4) rooms (i.e. Consultation room, Display, Dispensing & Store)

a) **Display Room & Consultation room**

Description of standard	Availability (YES/NO)	Comment
Smooth Shelves with sliding glasses	<u>YES</u>	
Fan	<u>YES</u>	
Air Condition	<u>YES</u>	
Waiting chair(s) for customers	<u>YES</u>	
Table and chairs in consultation room	<u>YES</u>	
Cupboard for files storage	<u>YES</u>	
Installed Fire Extinguisher	<u>YES</u>	

b) **Dispensing & Store room**

YES/NO

Description of standard	Availability (YES/NO)	Comment
Air Condition	<u>YES</u>	
Fan	<u>YES</u>	
Lockable shelves for Prescription drugs and controlled substances	<u>YES</u>	
Presence of source of water and a hand washing basin/sink	<u>YES</u>	
Provision for sitting desk for superintendent	<u>YES</u>	
Dispensing window with sliding glasses	<u>YES</u>	
Open shelves/pallets	<u>YES</u>	
Strong and secured windows	<u>YES</u>	
Refrigerator	<u>YES</u>	
Working room thermometer	<u>YES</u>	

SECTION D: PRESCRIBED STANDARDS FOR WHOLESALE PHARMACY/WAREHOUSE

At least three rooms (i.e. Display & Dispatch area, Sales/Record keeping room and Store room)

a) Display & Dispatch room

Description of standard	Availability (YES/NO)	Comment
Presence of source of water and a hand- washing basin/sink	N/A	
Ceiling Fan		
Air Condition		
Waiting chair(s) for customers		
Reception Desk		
Display cabinet with glasses		
Working room thermometer		

b) Display & Dispatch area

Description of standard	Availability (YES/NO)	Comment
Presence of source of water and a hand- washing basin/sink	N/A	
Ceiling Fan		
Air Condition		
Waiting chair(s) for customers		
Reception Desk		
Display cabinet with glasses		
Working room thermometer		

c) Sales/Record keeping

Description of standard	Availability (YES/NO)	Comment
Ceiling fan	N/A	
Air Condition		
Provision for sitting desk and working table for superintendent		
Lockable shelves for keeping document		

d) Storage room

Description of standard	Availability (YES/NO)	Comment
Air Condition	N/A	
Strong door toward storeroom		
Strong grilled window		
Open shelves/pallets		
Confined area for recalled and expired drugs		

SECTION E: SECURITY OF PREMISES**a) External.**

Description of standard	Availability (YES/NO)	Comment
Provision of adequate barrier	YES	
Presence of strong grilled windows	YES	
Provision of main entrance double doors; Grilled door outside and glass door inside	YES	
Presence of only one main entrance door	YES	

a) External.

Description of standard	Availability (YES/NO)	Comment
Provision of suitable lockable storage poisons	YES	
Provision for a special cupboard for storage of controlled drugs	YES	
Presence of water supply and hand wash basin/ Sink in dispensing room	YES	
Presence of weigh balance and weights	YES	

SECTION F: RECORD BOOKS (TO BE PROVIDED DURING OPERATION).

Description of standard	Availability (YES/NO)	Comment
Ledger book or an appropriate inventory control system		
Prescription only Medicines Book (Dispensing Book)		
Controlled drugs Book		
General sales drugs Book (Both)		
Expired drugs Book		
Complaints Handling Book		
Visitors Book		
Inspection Reports Register		
Written procedures for maintenance of cold chain products		

NB: For both retail & wholesale pharmacy entrance for each service should use a separate entrance/reception



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

OBSERVATION FORM FOR NEW/EXISTING PREMISES
(FOR COMMUNITY PHARMACY, WHOLESALE AND STORAGE FACILITIES)

(Made under Regulation 4, 5 & 6 of the Pharmacy (Premises Registration) Regulations GN 269, 2020)

General observations

- I. JENGO LINAOKHAMUSHIWA FANASI YA KIJAZIA LIMEKAGU LIWA NAKUBATINI YAFUATA TOA
- II. ✓ JENGO LINAOKHAMUSHIWA WA SQUARE NIITA 33 M² U UMBALI TOKA FANASI YA KIJAZIA NI NIITA 165M
- III. ✓ UMBALI TOKA KITULO CHA KIJAZIA MAFUTA NI NIITA 300M
- IV. (U) UMBALI TOKA KITULO CHA AFYA KINGOLWIRA NI NIITA 110 NA IMETENGANISHWA NA HIGHWAY
- V. (V) UMBALI TOKA KINGOLWIRA LAB NI NIITA 105

(NB: Size of the building should not be less than 30m² for community pharmacy and not less than 60m² for wholesale pharmacy, distance from one community pharmacy to another should not be less than 150m)

Recommendations

- I. UMILIKI AMEAMUISHA UKABABATI WA JENGO NA AMEWEKA DIDA BEA, SEHEMU YA KUBUBIRI WATEJA,
- II. OFISI YA MFAMASIA, SEHEMU YA KUNAWIA MKONO, KADAKA RANGI ANGAU, TULEI NA KAWIKA TIC/FAN
- III. KUNA MIAANGO WA ALUMINIUM, NA SITEFU PAMOJA NA STOO
- IV. JENGO NI LA KUDUMU HUYO TIMU YA WAKAGUZI INADENGEZA ARUHUSIWA KUENDELEA NA HUBUNA.

Inspector's declaration

Name	Designation	Signature	Date
(i) KYWA SAMSON	PHARM		10/07/2024
(ii) HILDA HUBERT	PHARM TECH		10/07/2024

Have inspected the above mentioned proposed site/premises/plan and to the best of our knowledge, we hereby admit that the information we have given is **true** and **correct**. We understand that any given false information may lead the Registrar, Pharmacy Council to take disciplinary action against us.

Owners /Incharge Certification

I (Full Name of Owner) BONIPHACE K. SHISA certify that my proposed site/premises/plan has been pre-inspected by above named inspector and agree with the information provided.

Signature of Owner/ In charge

Date 10/07/2024

This form must be correctly filled in capital letters and sent to the Registrar, Pharmacy Council together with application form for consideration on registration of new premises. Any false information entered in here by inspector(s) may lead the Registrar, Pharmacy Council to take disciplinary action against the Inspector. Only Inspectors as recognized by the Pharmacy Act, 2011 shall fill in this form.

CTIN:

959882



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT

BONIPHACE KABEYA SHIJA

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

105-162-502

WITH EFFECT FROM: 04 DECEMBER 2006

TRA LOCATION: MOROGORO

TAX OFFICE: MOROGORO

PHYSICAL LOCATION:

STREET / AREA: CCM KATA



**ALFRED T. MREGI
COMMISSIONER FOR DOMESTIC REVENUE**

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

REQUIREMENTS OF THIS CERTIFICATE



1. The taxable person must show his TIN registration number in any return, statement, notice of appeal or other document used for the purpose of all tax laws.
2. This Certificate should be displayed in a conspicuous position at the place of business

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

BONIPHACE K. SHIJA (TUMAINI PHARMACY)
(PROPRIETOR)

AND

EBENEZER A. MASSAMU
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST This Agreement is made on this 09th day

of July 2024

BETWEEN

BONIFACE K. CHAJA (Name) of P.O. BOX

352 Region MOROGORO

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

AND

ERENEZER A. MASSAMU 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 TUMAINI 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.

"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 three, six, nine, twelve months, commencing from the 9th day of JULY 20 24 to 30th day of JUNE 20 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 9th day of JULY 20 24

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 750,000/= payable to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.

TZS

- (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 **1st** 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

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 at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.
- 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 licence, 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 licence, 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

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 the date and in the manner herein after appearing.

Signed and delivered by the parties at this 9th day of July 2024

SIGNED and DELIVERED at Morogoro by the said
ROSEPHACE K. SHIJA who is known
to me personally/identified to me by L. GITHNES
J. TARI MO the latter being
personally known to me this 9th day of July 2024


PROPRIETOR

In the presence of:

Name: Xavier Masalu Ndaburaho

Designation: Advocate

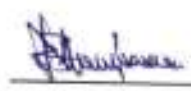
Signature: [Signature]

Address: P.O. Box 90139 Dar es Salaam

Date: 09/07/2024



SIGNED and DELIVERED at Morogoro by the said
EBENEZER A. MASHAMU who is known
to me personally/identified to me by [Signature]
the latter being
personally known to me this 9th day of July 2024


SUPERINTENDENT

In the presence of:

Name: Xavier Masalu Ndaburaho

Designation: Advocate

Signature: [Signature]

Address: P.O. Box 90139 Dar es Salaam

Date: 09/07/2024





AGREEMENT FOR EMPLOYMENT TO PHARMACETICAL TECHNICIAN TO PROVIDE PHARMACEUTICAL SERVICES

This Agreement is made on this 15th day of July 2024

BETWEEN

BONIPHACE K. SHUJA (Name) of P.O.BOX 352 Region MOROGORO
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,
agents or his legal representative of his business.

AND

JOSEPHINA KULWA MUSIBA an enrolled pharmaceutical
technician who provides pharmaceutical services

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a
regulated business under the Act

WHEREAS the pharmaceutical technician 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 a pharmaceutical technician are desirous to enter into an
agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and
conditions as hereinafter appearing;

WHEREAS the Parties agree that the pharmaceutical technician will be providing pharmaceutical
services to a business of a pharmacist styled
as TUMAINI 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.

"Pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 1st day of JULY 20 24 to 30th day of JUNE 20 25

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 1st day of JULY 20 25

3. Obligation of the Parties:

4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 4.1.1 The PROPRIETOR shall pay Monthly salary/emoluments of TZS. 350,000/- payable monthly to the Pharmaceutical technician upon discharging his duties and functions as per this Agreement and 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Shall ensure pharmaceutical services are provided with due care.
- 4.1.7 Shall ensure all proper records are maintained and managed well.

- 4.1.10 Shall ensure availability of all necessary reference and other relevant materials 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 technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC logo, dispensing register, ledgers etc.
- 4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.
- 4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Superintendent;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the pharmaceutical technician shall, with all commitment and professional diligence, take the necessary steps to provide pharmaceutical care and services to clients of the said pharmacy

The pharmaceutical technician shall have the following duties and obligations: -

- 4.2.1 Shall provide pharmaceutical service with due care.
- 4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.
- 4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice
- 4.2.4 Shall perform any other duty as the Council may determine.

5. Termination

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

This agreement may be terminated by either 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. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.2 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or pharmaceutical technician 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 Dar es salaam this 1st day of JULY 2024

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.....

In the presence of:

Name: Y. J. ASSEY

Designation: RESIDENT MAGISTRATE

Signature: [Signature]

Date: 02/12/2024

[Signature]
PROPRIETOR

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.....

In the presence of:

Name: Y. J. ASSEY

Designation: RESIDENT MAGISTRATE

Signature: [Signature]

Date: 02/12/2024

[Signature]
PHARMACEUTICAL
TECHNICIAN

MAKIBU MUKATI
MAHAKAMA YA MWANZO BOMA
MOROGORO

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: JOSEPH K. MUSIGA PIN 0403689

2. Namba ya simu: 0625638698 barua pepe

3. Tarehe ya mwisho kuhisha jina (Retention): 01/12/2023

4. Je, umehisha taarifa zako kwenye mfuomo kupitia tovuti ya baraza la famasi?

(<http://196.45.42.57/pcmis/data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na. 9233521505268 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi JOSEPH K. MUSIGA mwenye

taaluma ya dawa ngazi ya DIPLOMA nakini kwamba nitafanya

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

FIN 0101206 lililopo katika

Wilaya ya MOROGORO Mji/Mkoa ni MOROGORO

Sahiti JOSEPH K. MUSIGA Tarehe 10.07.2024

Uthibitisho wa Mamasia wa Halmashauri

Nadhiritisha kwamba mwanataaluma tajwa ni miongoni/si miongoni mwa

wanataaluma waliopo katika halmashauri ninayosimamia



Jina na Sahiti KUTWA-SAMSON Tarehe 10/07/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lithibitishwe na: Afisa Menda

Jina la mtendaji (Kata):

Nadhiritisha kwamba Ndugu JOSEPH K. MUSIGA

langu mtaa/kiji: GODES kuanzia mwaka 2012

Sahiti Afisa Mtendaji



Tarehe 10/07/2024



THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that.

JOSEPHINA K MSIBA

PIN NO: 0403889

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311

is entitled to practice as a Pharmaceutical Technicians upon the
terms and subject to the conditions set forth in the
aforesaid Act and its Regulations thereto.

Issued:05 October 2021

Expires on:31 December 2025

Registrar
Pharmacy Council





00003029

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)



Full Name

Josephina K. Msiba

*I hereby certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

Enrollment		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0403889	5th October, 2021	23rd June, 1997	Tanzanian	P.O. Box 1459 Morogoro	Diploma in Pharmaceutical Sciences	St. Francis University College of Health and Allied Sciences 2020

Date 25th October 2021
REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annually by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

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



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

EBENEZER A MASSAMU

PIN NO: 0103506

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: **31 May 2023**

Expires on: **31 December 2025**

Registrar
Pharmacy Council





THE UNITED REPUBLIC OF TANZANIA

00002160

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION*(Section 20 of the Pharmacy Act, CAP. 311)*Full Name Ebenezer A. Massamu

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					
0103506	31st May, 2023	9th April, 1974	Tanzanian	P.O. Box 737 Morogoro	Bachelor of Pharmacy	Kampala International University in Tanzania 2020

Date 09th June 2023

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.

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 EBENEZER A. MASSAMU PIN 0103506
2. Namba ya simu 0673649043 barua pepe eamassam@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31 DEC 2023
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 EBENEZER A. MASSAMU mwenye
taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
TUMAINI RETAIL PHARMACY FIN lililopo katika
Wilaya ya MOROGORO MJI Mkoani MOROGORO
Sahihi EBENEZER A. MASSAMU Tarehe 09/07/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi KUWA SAMSON Tarehe 09/07/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) HUMINATA MARIW Kata ya MTI MUKUU

Nadhibitisha kwamba Ndugu EBENEZER A. MASSAMU anaishi

langu mtaa/kijiji BOMA ROAD kuanzia mwaka 09/04/1974

Sahihi Afisamtendaji

Tarehe

9/7/2024



AFISA MTENDAJI
N. J. MUKU
MOROGORO