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 Phermacy (Phermacy Practice and the Conduct of Business of Pharmacy) QN Ho. 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 MAJA PHORNACY Facility Identification Number (FIN) 010333 Name of the Pharmacy Ward NYAKATO District/Municipal TLEMELA Region MWAN AZ DETAILS OF SUPERINTENDENTIOTHER PHARMACEUTICAL PERSONNEL 07633920"
Full Name GOVELL YOUNGED DONDA PIN 0102781 Phone 07633920"
Address Down 92 , TIEMELA - MUTHIZA Email Sylvellowith 200 gmo. Com AJ_REASON(s) FOR CHANGE through of other professional Opportunities Time frame of notification. (As per Contract) ONE MONTH Signature. Of Date. A.4. OWNER'S DETAILS
Full Name 1974 Aug CELL MAN Phone Number 07646
Remarks Alfred 12 Tour Control Of Guelle DE
Signature Date 1909 Roze B. TO BE COMPLETED BY THE OWNER ONLY B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name GOWELL DUNLAUR POPPAPIN OIDER !. Phone Number 0761392-12 Email goddellanda 2009 Physical address: Street BUZURUGA Ward NYTKATO District/Municipal LETTELA Region Mara ZA Details of Previous pharmacy Name of Pharmacy, MATA PHARMACY FIN of 0333 | District/Municipal. | LEPIGA Region Municipal B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached) (f) 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 D. NOTE: Fallure 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.

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)

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MAJALIWA JELEMANI (PROPRIETOR)

AND

GODWELL NOUNGURY PONDA
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

| 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. | AGREEMENT FOR EAT DO THE |
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| BETWEEN MAJA 1 WA SELEMAN (Name) of P.O. BOX 194 Region (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part; AND GOOFL NOUNTRUEN PONDA 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 at the terms and conditions as hereinafter appearing; AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled. | PHARMACIST |
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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

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| L. | Duration | UL A | Steement |

| This Agreeme | nt shall be effective for | a period | of twelve (12) | months, | commencing | from the |
|--------------|---------------------------|----------|----------------|---------|------------|----------|
| 28th | day of september 20 | | to zeth | day of | 10plem30 | 26 |
| 25 | day of Story 11100 ~ | | | | | |

3. Commencement of Supervision

| The superintenden | t shall co | mmence ma | magement and | supervision | of the above-named |
|-------------------|------------|-----------|--------------|-------------|--------------------|
| Pharmacy on the | 28Th | | soptember 21 | | |

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

 Elant MMORED (1900,000) 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

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. day of September 20 05. Signed and delivered by the parties at this 8 SIGNED and DELIVERED atby the said MAJALILLA SELEMAN who is known to me personally/identified to me by GODWELL NDUNGURU PONDA the latter being personally known to me this 25 day of Lept 20,25: In the presence of: Name ARIEN MOLIAND TABUYO Designation: ADVQU Signature: Date 28 Leptember 2005 Signed and delivered by the parties at this SIGNED and DELIVERED atby the said GODINELL NOUNCEURU PONDA who is known to me personally/identified to me by MA THUM JELEMON the latter being SUPERITENDENT personally known to me this 25 day of Lep ... 20.25 In the presence of: Name ARSEIN MOLLAND Designation: ADVOCA