Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	**: 923346219956309**
Received from	: NEW TURIANI 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**
: *142202540104 - Application for change of name/ ownership - 1*		**50,000.00**
	Total Billed Amount :	**50,000.00 (TZS)**

Bill Reference	: 16215345231317728452
Payment Control Number	**: *991620227491***
Payment Date	**: 2023-12-12 10:17:57**
Issued by	: Zena Mango
Date Issued	: 2023-12-12 14:29:20
Signature	: .....

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. MELLIS SIXTUS ASSET PIN 0102889
2. Namba ya simu. 0717-074607 barua pepe asseymellis@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)*. 30/12/2022
4. Je, umehuisha 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. EC101627428635IP ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi MELLIS SIXTUS ASSET mwenye taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo NEW TURIANI PHARMACY FIN 0300232 lililopo katika Wilaya ya MVOMERO Mkoani MOROGORO

Sahihi [signature] Tarehe 5/12/2023

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY: DMO For: DISTRICT MEDICAL OFFICER P.O. Box 750 MVOMERO MOROGORO

Jina na Sahihi Redempta Kanuti **Tarehe** 5/12/2023

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) CASTOR N. LIMUMA Kata ya DIONGOYA

Nathibitisha kwamba Ndugu MELLIS SIXTUS ASSET anaishi langu mtaa/kijiji MANYINGA kuanzia mwaka 1996

Muhuri Mtendaji

Sahihi Afisamtendaji [signature] **Tarehe** 05.12.2023

99162022749 91

PCF. 17

PHARMACY COUNCIL

NOTIFICATION FOR CHANGE OF MANAGEMENT OF A PHARMACY

(Made under regulation 17(1) Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

A. **TO BE COMPLETED BY THE SUPERINTENDENT AND OWNER**

DETAILS OF THE PHARMACY

Name of the pharmacy....NEW TIRIANI PHARMACY.....

Physical address:

Street...MADIZINI.....Ward...MTIBWA.....

District/Municipal.....MVOMERO.....

Region.....MOROGORO.....

DETAILS OF SUPERINTENDENT

Name.....ELIDADI KATO.....

Registration Number.....10607.....

Phone.....0655-39 07 10.....

Address.....MOROGORO.....

REASON(s) FOR CHANGE

.....Superintendent on process to use his license on his new pharmacy.....

TIME FRAME: (Notify Registrar the time frame as per Contract)

.....Immediately.....

Signature.....

Date.....09/11/2023.....

OWNER REMARKS

.....PLEASE ASSIST HIM.....

Name...ELEONORA G. MLAY.....

Phone Number.....0625-623 936.....

Signature.....

Date...09/11/2023.....

FOR **OFFICE USE ONLY**

INSPECTION/REGISTRATION DEPARTMENT OR ZONAL MANAGER

Recommendations.....

Name.....Designation.....Signature.....

Date.....

B. **TO BE COMPLETED BY THE OWNER ONLY**

NEW SUPERINTENDENT
Name of Superintendent ...MELLIS SIXTUS ASSET
Physical address:
Street...BWAGALA
Ward...DIONGOYA
District/Municipal...MVOMERO
Region...MOROGORO
Contacts of previous Superintendent...0655-390 910
Email of previous Superintendent.....

QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT (To be attached)

(i) copies of registration certificate and valid license to practice
(ii) Contract Agreement
(iii) Commitment Letter

REASONS FOR CHANGING THE MANAGEMENT
...The former Superintendent is on process to use his licence on his new pharmacy...

C. **FOR OFFICE USE ONLY**

INSPECTION/REGISTRATION OR ZONAL

Recommendations.....
.....
Name.....Designation.....Signature.....
Date.....

NOTE;
Failure to acquire the services of another superintendent within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 05 day of 12 20 23

BETWEEN

FLEDIORA O MLAJ **(Name) of P.O.BOX** 7 **Region** MOROGORO (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

MELLIS SIXTUS ASSEY 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 theprofessional 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 NEW TURIANI PHARMACY 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 wholesalePharmacy.

"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 ofAgreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 5 day of 12 20 23 to 5 day of 12 20 24

3. Commencement ofSupervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 5 day of 12 20 23

4. Obligation of theParties:

a. TheProprietor:

The proprietor shall have the following duties and responsibilities; -

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

ii. Thesalary/emolumentsshallbenetofanyapplicabletaxesandordeductibleemployment benefits and shall be paid monthly and no later than the 1st day of thefollowing month.

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

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 personnelrecognized by the PharmacyCouncil.

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

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

viii. Shallensurepharmaceuticalservicesareprovidedwithduecare.

ix. Shall ensure all proper records are maintained and managedwell.

x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services andoperations.

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 areinplace,i.eSuperintendentlogbook,PCNlogo,dispensingregister,ledgersetc.

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

xiv. Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by asuperintendent.

xv. Perform any other duty as the Council may determine from time totime.

b. TheSuperintendent;

At a salary 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: -

i. Shall obtain from the Pharmacy Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy withinthe standards and conditions as contained in any written law that regulate and control the business of apharmacist.

ii. Shallas much as possible ensurephysicalsupervisionofthesaidpremises. Full time pharmacist is morepreferable.

iii. Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at alltimes.

iv. Shall manage and undertake all technical and professional matters in thepharmacy.

v. Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to thelaw.

vi. Shallfacilitatecapacitybuildingtoallpharmaceuticalpersonnelthatsupervisesthe pharmacy.

vii. Shall provide pharmaceutical service with duecare

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

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

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

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

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

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

xiv. Shall perform any other duty as the Council maydetermine.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of thecontract.

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 terminatethis 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. **DisputeSettlement**
   a. In the event of dispute in connection with this agreement both parties will make every effort to resolve the matteramicably.
   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 theparties.

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

Signed and delivered by the parties at this 5 day of 12 20 23

SIGNED and **DELIVERED**
By thesaid ELEONORA O' MAY
Whoisknowntomepersonally/.....
Introducedtomeby COSTANSIA INNOCENT TESHA thelatter known to mepersonally
This 05 dayof 12 2023

In the presenceof:
Name:.....
Designation:.....
Signature:.....
Date:.....

PROPRIETOR

SIGNED and **DELIVERED**
By thesaid MELLIS SIXTUS ASSET
Whoisknowntomepersonally/.....
Introducedtomeby COSTANSIA INNOCENT TESHA thelatter known to mepersonally
This 05 dayof 12 2023

In the presence of:
Name: .....
Designation:.....
Signature:.....
Date:.....

SUPERINTENDENT