



THE UNITED REPUBLIC OF TANZANIA

PCF. 17



MINISTRY OF HEALTH

PHARMACY COUNCIL

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 OF THE PHARMACY.

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy MEDLINK PHARM Facility Identification Number (FIN) 0102180
Physical address: NYABERIA
Street KALOLENI Ward KALOLENI District/Municipal ARUSHA CITY Region ARUSHA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name IDDY AXUBU IDDY PIN 0102807 Phone 0794433230
Address ARUSHA, TANZANIA Email iddy139@gmail.com

A.3. REASON(S) FOR CHANGE

Change of ownership.

Time frame of notification: (As per Contract) 30 days Signature Idy Date 28/05/2024

A.4. OWNER'S DETAILS

Full Name BARAKA R. NDOBI Phone Number 0759634166
Remarks OK.
Signature B. Ndobu Date 28/05/24

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name PAULO M. MALLA PIN 0103370 Phone Number 0743460700 Email paulomichael905@gmail.com
Physical address:
Street KALOLENI Ward KALOLENI District/Municipal ARUSHA CITY Region ARUSHA
Details of Previous pharmacy:
Name of Pharmacy NEW UPTOWN PHARMACY FIN 0100968 District/Municipal ARUSHA Region ARUSHA

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 As above
Full Name Samuel K. Mwendwa Designation Inter phar Signature [Signature] Date [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



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 PAULO MICHAEL MALLYA PIN 01.03370
2. Namba ya simu 0743460780 barua pepe paulomichael905@gmail.com
3. Tarehe ya mwisho kuhuisha jina (*Retention*)
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 IC.0203842631 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi PAULO MICHAEL MALLYA mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo
Medlink Pharmacy FIN 02180 lililopo katika
Wilaya ya ARUSHA Mkoani ARUSHA
Sahihi Na Tarehe 17/05/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Siprosa Elina Tarehe 20/05/24

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) PAULO SANKA Kata ya KALO LENI

Nadhibitisha kwamba Ndugu PAULO MICHAEL MALLYA anaishi

langu mtaa/kijiji MASHARIKI kuanzia mwaka 2023

Sahihi Afisa mtendaji

Tarehe

20/05/2024

Muhuri
Mtendaji

HALMASHAURI YA MITA ARUSHA
AFISA MTENDAJI KATA
KATA YA KALO LENI
TAREHE 20/05/2024



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

PAULO MICHAEL MALLYA

PIN NO: 0103370

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:02 February 2023

Expires on:31 December 2024

Registrar
Pharmacy Council



BETWEEN

BORISKA NDOBI (Name) of P.O.BOX 256 Region ARUSHA.
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

PAULO MICHAEL MALLYA 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 RETAIL 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.

"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 20 day of May 2024 to 19 day of May 2025.

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 20 day of May 2024.

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 salary/emoluments of TZS. 800,000 Tsh 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**.
- 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 Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.
- 4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 Shall ensure pharmaceutical services are provided with due care.
- 4.1.9 Shall ensure all proper records are maintained and managed well.

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 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.

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 this 20 day of May 2024.

SIGNED and DELIVERED

By the said BARAKA NDOSI

Who is known to me personally/

Introduced to me by

..... the latter known to me personally

This 20th day of MAY 2024

In the presence of:

Name: DIANA JULIANO LEMA

Designation: ADVOCATE

Signature: [Signature]

Date: 20th MAY 2024



[Signature]

PROPRIETOR

SIGNED and DELIVERED

By the said PAULO MICHAEL MALIYA

Who is known to me personally/

Introduced to me by BARAKA NDOSI

..... the latter known to me personally

This 20th day of MAY 2024

In the presence of:

Name: DIANA JULIANO LEMA

Designation: ADVOCATE

Signature: [Signature]

Date: 20th MAY 2024



[Signature]

SUPERINTENDENT