## 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
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signup.php) NDIYO, Stakabadhi Na HAPANA
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FIN PLONGE
Wilaya ya Mkoani AKUSHA
Sahihi Tarehe 05 08 2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Siprosa Eluha Huka Tarehe 05 08 2025 ANTUSTRA E
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) TEPHANIA SAMIO Kata ya. MURIE Jan
Nathibitisha kwamba Ndugu. COLITHO ENWANUT Canaishi
langu mtaa/ <del>kijiji</del>
Jina la mtendaji (Kata). THANIO SAMIO Kata ya. MURIE Muhuri Nathibitisha kwamba Ndugu. Co La THO E NWANUE Canaishi Muhuri Mtendaji Kumanzia mwaka. Qo ZS. Mili Mtendaji Tarehe
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#### THE UNITED REPUBLIC OF TANZANIA

## THE PHARMACY COUNCIL CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, CAP.311)

Full Name Coletha Symmonuel

\*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.

PIN.	Date Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
43	2019	1977				\$
0101843	oth Jamany,	5th February,	anzamian	S.O. Box 21 Musoma	achelor of harmacy	Catholic University Health and Allied Sciences

Date 08th February 2019

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 Pharmacists published annualy 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.

#### AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

RETWEEN

Joseph Dhunain bago Mongatela (PROPRIETOR)

AND

COLETHA EMMANUEL

(SUPERINTENDENT)

#### AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

#### **PHARMACIST**

	This Agreement is made on this day of20
	BETWEEN
	(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;
	AND
	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
	<b>AND WHEREAS</b> 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 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:

- "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.

"Act" means the Pharmacy Act, [Cap 311 R: E 2002] Laws of Tanzania.

**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 To-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 Agreen	nent
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This Agreement	shall be	effective	for a	period	of twelve (12)	months,	commend	cing from the
01	day of_	sugust	20	25	to 30	day of	June	20 26

3. Commencement of Supervision

The superintendent	shall	commence management	and supervis	ion of the	above-named
Pharmacy on the _	01	day of August	20 25	`	

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

200,000/2 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 1<sup>st</sup>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

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

#### 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.
- 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.

- 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.
- 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.

**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 thisday of20
SIGNED and DELIVERED at
to me personally/identified to me by
personally known to me this !! Aday of !! 20.2. S.
Liekwa
In the presence of:  Name: DESDIELW, HEKWE  Designation: AGOUCATE  Signature:  Address: P. O. BUX \$360, MOSHI  Date: OH & ROSE:
Signed and delivered by the parties at this day of20
SIGNED and DELIVERED at
personally known to me this. Uday of





#### 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 Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

	Changes to be Made: Superintendent Other Pharmaceutical Personnel
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	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name
	A.3. REASON(s) FOR CHANGE Mutual Agreement.
	Time frame of notification: (As per Contract) Signature Date
	A.4. OWNER'S DETAILS Full Name JOSEPh Downgmbago Phone Number 0757-330037 Remarks Signature Date 01 08 2825
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name Coletta Flund NULL PIN 0101643 Phone Number 075267 253  Coletta Fund Null Pin 0101643 Phone Number 075267 Email Coletta Emmanuel 28 e Physical address:  Street Members Ward Luvinu & District/Municipal Most (M) Region Kull Manufaco Details of Previous pharmacy:  Name of Pharmacy FIN 01099 6 District/Municipal ARusta Region ARusta
	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
	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.

# New York

#### 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 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. Name of the Pharmacy MORO MBO PHARMACY Facility Identification Number (FIN). 9100906 Physical address: DuRi Ward District/Municipal APRUS (M) Region ARUSTA A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL
Full Name Bo N PACE JAMES PIN 001532 Phone C676 160 781
Address ARUS HA MILNI Email A.3. REASON(s) FOR CHANGE UAL AGREEMENI Time frame of notification: (As per Contract) Signature 15 Date 05 08 2025 Full Name JOSEPH IBUNAMBAGO MONTATENO Phone Number 0757 830 037 Signature...... Date..... B. TO BE COMPLETED BY THE OWNER ONLY B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL
Full Name COLFILTA EMMANUEL PINOLO1843 Phone Number 0752675253
Email Emmanuel Coletta 781 @gmail Ca Street MIEMBEN Ward LONGUU B District/Municipal MOSH (M) Region KILIMANTORO Details of Previous pharmacy:

Name of Pharmacy: MORDMBD PHARMAC/FIN/0100406 District/Municipal. ARu()+A. Region. ARu()+A. B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached) 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 Full Name......Designation.....Signature......Date Recommendations..... Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time D. NOTE; 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.



# PHARMACY COUNCIL





#### LICENSE TO PRACTICE

The Pharmacy Act
(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

**COLETHA EMMANUEL** 

PIN NO: 0101843

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:09 January 2019

Expires on:31 December 2025

Registrar Pharmacy Council



