



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 PUTIRI PHARMACY Facility Identification Number (FIN) 0101632
Physical address:
Street 131A PANDA Ward UBUNGO District/Municipal UBUNGO Region DAR-ES-SALAAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name PIN Phone
Address Email

A.3. REASON(S) FOR CHANGE

Assignment of Superintending

Time frame of notification: (As per Contract) 7 days Signature D. GABRIEL Date 03/04/25

A.4. OWNER'S DETAILS

Full Name PETER ERICK PUTIRI Phone Number 0659 153 615
Remarks
Signature P. PUTIRI Date 03/04/25

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name DETIL BARBARA GABRIEL PIN 0103122 Phone Number 096540422 Email dennigabriel74@gmail.com
Physical address:
Street Ward 14 PANDA District/Municipal UBUNGO Region DAR-ES-SALAAM
Details of Previous pharmacy:
Name of Pharmacy BLISS CAPE PHARMACY FIN District/Municipal Region

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
Full Name Designation Signature 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.



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 mwanataaaluma Dennis Baraka GABRIEL PIN 0103122
2. Namba ya simu 0765 410422 barua pepe dennysgabriel@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 20/12/2024
4. Je, umehuisisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(<http://196.45.40.57>)

<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>

☒ NDIYO, Stakabadhi Na. 193e 365c39de6ff ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... DEMIS BARAICA GABRIEL
taaluma ya dawa... MEAMBA mwenye

taaluma ya dawa ngazi ya nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo
.....
Wilaya ya FIN 0101632 liliopo katika

Wilaya ya UBUNGU Mkoani DAR ES SALAAM

Sahihi D-GARRE
Tarehe 01/04/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Hezron Mlongole  Tarehe 3/4/2025

14/2025

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) GOODLISTER MUMUKSI Kata ya KIBANBA

Nathibitisha kwamba Ndugu DEUS BARAKA GABRIEL anaishi

langu mtaa/kijiji.....Gogopi....., kuanzia mwaka 2005

Sahihi Afisamtendaji

Tarehe
03/04/2025



**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A
PHARMACIST**

This Agreement is made on this 01 day of 04 2025

BETWEEN

PEIER ERICK PHIRI of P.O. BOX _____ Region DAR-ES-SALAAM

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

AND

DENIS BARAKA GABRIEL 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

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 PHIRI PHARMACY 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 twelve (12) months, commencing from the 01 day of 04 20 25 to 01 day of 04 20 26

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 01 day of 04 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

..... 800,000/= 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 on 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 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 at a 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 of the business of pharmacists.

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: -

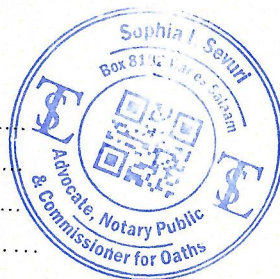
- 4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.
- 4.2.2 Shall ensure physical 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 at a 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 by 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 with good pharmacy practice standards.
- 4.2.9 Shall ensure availability of all necessary references 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.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner hereinafter appearing.

Signed and delivered by the parties at this 01 day of 04 20 25

SIGNED and DELIVERED at by the said
PETER E. PUTIA who is known
to me personally/identified to me by
..... the latter being
personally known to me this 01 day of 04 2025
In the presence of:

[Signature]
PROPRIETOR



Name: SOPHIA I. SEVIER

Designation: ADVOCATE

Signature: [Signature]

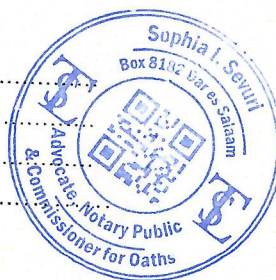
Address: 8102 Nares DM

Date: 03/04/2025

Signed and delivered by the parties at this 01 day of 04 20 25

SIGNED and DELIVERED at by the said
DENIS BARAKA GABRIEL who is known
to me personally/identified to me by
..... the latter being
personally known to me this 01 day of 04 2025
In the presence of:

D. GABRIEL
SUPERINTENDENT



Name: SOPHIA I. SEVIER

Designation: ADVOCATE

Signature: [Signature]

Address: 8102 Nares DM

Date: 03/04/2025