



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

PCF. 17



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 KIRIBA PHARMACY Facility Identification Number (FIN) 0103516
Physical address:
Street MISASI A Ward MISASI District/Municipal MISUNGWI Region MWANZA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name ADJUGONZA ILDEFONCE BERNARD PIN 0403538 Phone 0753719724
Address MWANZA Email ildefonceda@gmail.com

A.3. REASON(S) FOR CHANGE

FAMILY ISSUES

Time frame of notification: (As per Contract) 10 DAYS Signature Adi Date 08/09/25

A.4. OWNER'S DETAILS

Full Name HAESAN ABDALLAH KIRIBA Phone Number 0755 77 3335
Remarks MUTUAL AGREEMENT
Signature Haesani Date 08/09/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name MARIA SHELEMBI LUPOMA PIN 0409338 Phone Number 0742580226 Email Mariashelombi12@gmail.com
Physical address:
Street MISASI A Ward MISASI District/Municipal MISUNGWI Region MWANZA
Details of Previous pharmacy:
Name of 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.

AGREEMENT FOR EMPLOYMENT TO PHARMACETICAL TECHNICIAN TO PROVIDE PHARMACEUTICAL SERVICES

This Agreement is made on this 07 day of August 20 25

BETWEEN

HASSAN ABDALLAH KIRIBA (Name) of P.O.BOX 20 Region MWANZA
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,
agents or his legal representative of his business.

AND

MARIA SHELEMBI LUPONYA an enrolled pharmaceutical
technician who provides pharmaceutical services

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a
regulated business under the Act

WHEREAS the pharmaceutical technician 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 a pharmaceutical technician are desirous to enter into an
agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and
conditions as hereinafter appearing;

WHEREAS the Parties agree that the pharmaceutical technician will be providing pharmaceutical
services to a business of a pharmacist styled
as KIRIBA 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.

"Pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 04th day of August 2025 to 30th day of August 2025

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 04th day of August 2025

3. Obligation of the Parties:

4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 4.1.1 The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. 400,000/= payable monthly to the **Pharmaceutical technician** upon discharging his duties and functions as per this Agreement and 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Shall ensure pharmaceutical services are provided with due care.
- 4.1.7 Shall ensure all proper records are maintained and managed well.

- 4.1.10 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.11 Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the pharmaceutical technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC logo, dispensing register, ledgers etc.
- 4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.
- 4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical technician

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the pharmaceutical technician shall, with all commitment and professional diligence, take the necessary steps to provide pharmaceutical care and services to clients of the said pharmacy

The pharmaceutical technician shall have the following duties and obligations: -

- 4.2.1 Shall provide pharmaceutical service with due care.
- 4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.
- 4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice
- 4.2.4 Shall perform any other duty as the Council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement may be terminated upon expiry of the contract.

This agreement may be terminated by either party upon issuing a written notice of three (3) months to the other party of his intention to terminate this 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. 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. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.2 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or pharmaceutical technician 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 Dar es salaam this 07 day of August 2025

SIGNED and DELIVERED

By the Said HASSAN-A. KIRIBO

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 07 day of August 2025

In the presence of:

Name GRACE DAVID MUKALIWALE

Designation ADVOCATE

Signature [Signature]

Date 11/08/2025

[Signature]
PROPRIETOR



SIGNED and DELIVERED

By the said MARIA SHELEMBI LUPONTA

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 07 day of 8.2025

In the presence of:

Name GRACE DAVID MUKALIWALE

Designation ADVOCATE

Signature [Signature]

Date 11/08/2025

[Signature]
**PHARMACEUTICAL
TECHNICIAN**

