



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.....ELLECH PHARMACY.....Facility Identification Number (FIN).....0102905
Physical address:
Street.....CHIKONGOLA BIBIA.....Ward.....District/Municipal.....MTWARA MC.....Region.....MTWARA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name.....RICHARD B. CLAUD.....PIN.....0101288.....Phone.....0755046555
Address.....P.O. BOX 646 MTWARA.....Email.....rbclaud@gmail.com

A.3. REASON(s) FOR CHANGE

MY EMPLOYER (MSD) HAS ASSIGNED
ME TO SUPERVISE ZONAL WAREHOUSE OPERATIONS

Time frame of notification: (As per Contract).....3 months.....Signature.....[Signature].....Date.....01/07/2024

A.4. OWNER'S DETAILS

Full Name.....CHRISTOPHER G. NKURU (Ellech (T) Company Ltd).....Phone Number.....0626 799089
Remarks.....Approved
Signature.....[Signature].....Date.....01/07/2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name.....MARIAMU F. LAGWAI.....PIN.....0102506.....Phone Number.....0742174304.....Email.....maryam.f.lagwai@gmail.com
Physical address:
Street.....Mungano.....Ward.....Chikongola.....District/Municipal.....Mtwara.....Region.....Mtwara
Details of Previous pharmacy:
Name of Pharmacy.....Bus stand Pharmacy.....FIN.....0101605.....District/Municipal.....Mtwara.....Region.....Mtwara

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.

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 MARYAQUINAS F. LASWAI PIN 0102506
2. Namba ya simu 0742174364 barua pepe maryaquinasfidelis@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 21/12/2023
4. Je, umehuisa 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 FIN 0102905 ☐ HAPANA

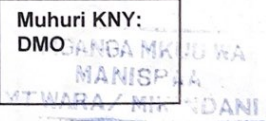
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi Maryaquinas Fidelis Laswai mwenye
taaluma ya dawa ngazi ya Mfamasia mwenye Degree nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
Elech Pharmacy FIN 0102905 lililopo katika
Wilaya ya Mtwara Mkoani Mtwara
Sahihi [Signature] Tarehe 20/11/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Hajrud Kabwau [Signature] Tarehe 04/10/2024



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

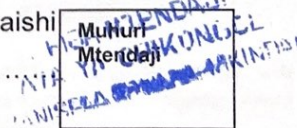
Jina la mtendaji (Kata) BOKE RASHIDI MWITA Kata ya CHIKONGO LA
Nathibitisha kwamba Ndugu MARYAQUINAS F. LASWAI anaishi
langu mtaa/kijiji MUUNGANO kuanzia mwaka 2022

Sahihi Afisamtendaji

[Signature]

Tarehe

23/09/2024





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THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

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



PHARMACY COUNCIL
DAR ES SALAAM

Full Name Maryaguias Fidelis Laswai

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.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0902506	22nd April, 2021	6th May, 1994	Tanzanian	P.O. Box 16272 Dar es Salaam	Bachelor of Pharmacy	Lovely Professional University India 2019

Date 18th May 2021

Bhehalinghe
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 Pharmacist published annually 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.



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

MARYAQUINAS FIDELIS LASWAI

PIN NO: 0102506

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: 22 April 2021

Expires on: 31 December 2024

Registrar
Pharmacy Council



BETWEEN

(PROPRIETOR)

AND

(SUPERINTENDENT)

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

This Agreement is made on this _____ day of _____ 20 _____

BETWEEN

ELLECH (T) COMPANY LTD (Name) of P.O. BOX 260 Region
MTWARA (hereinafter referred to as the **PROPRIETOR**) the expression which
includes his assignees, agents or his legal representative of his business, of one part;

AND

MARYAQUINAS FIDELIS LASNAI a registered pharmacist in charge
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

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 ELLECH 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 21 day of SEPTEMBER 2024 to 20 day of September 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 21 day of September 2025

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 700,000/- 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 in 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 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 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 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 Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

- 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.

- 5.5 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.
- 6.3 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.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

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.

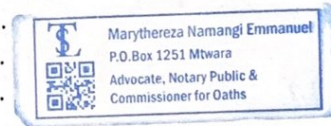
Signed and delivered by the parties at this 21 day of September 2025

SIGNED and DELIVERED at Mtwara by the said
..... who is known
to me personally/identified to me by
.....the latter being
personally known to me this 21 day of 09 2025

Mwansa
PROPRIETOR

In the presence of:

Name: Marythereza Namangi Emmanuel
Designation: Notary Public
Signature: [Signature]
Address: PS-1 Mtwara
Date: 21st Sept. 2025



Signed and delivered by the parties at this _____ day of _____ 20____

SIGNED and DELIVERED at Mtwara by the said
..... who is known
to me personally/identified to me by
.....the latter being
personally known to me this 21 day of 09 2025

[Signature]
SUPERITENDENT

In the presence of:

Name: Marythereza Namangi Emmanuel
Designation: Notary Public
Signature: [Signature]
Address: PS-1 Mtwara
Date: 21st Sept. 2025

