## 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 V 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 MEDLIFE PHARMACY
	Street RANUL TATU Ward MARGALA District/Municipal TEMEKE Region DAK ET CALAAM
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name JISSEND KUCHOKA PIN 010 3304 Phone 0766 71 655  Address SONUER Email Kushoka jussen g 1200@gmail: 1000
	A.3. REASON(s) FOR CHANGE
	CHANGE OF PERMANENT CETTLEMENT
	Time frame of notification: (As per Contract) IMMEDITLY Signature Junta Date 04 4 2025
	A.4. OWNER'S DETAILS Full Name ANTHON TADEO TANDA Phone Number 0762 92 8 5 70 Remarks Signature ATOMA Date 04 tept 2025
В	3. TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name ELVILA F. FRANCIS  PIN Phone Number 07/14452446 Email Hands elvirals 38 69 mail Com  Physical address:  Street LANGI TALY Ward MBAGALA  District/Municipal TEMEICE Region DAR Es SALAAM  Details of Previous pharmacy:  Name of Pharmacy POVAS PHARMACY FIN 0103042 District/Municipal Region DAR Es SALAAM
	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
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 SANIFIL FLINDI DAWA MARANE
" ona a mwananama Levich L. Elanii
Reference ya mwisho kunuisha jina (Retention). 02/02/2024
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(http://190.45.42.57/pcmis.data/view/modules/recration/pharmacist
signup.php) MNDIYO, Stakabadhi Na HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi. ELVIRA FLORIAN FRANCIS  mwenye
nakiri kwamba nitafanna
Nazi yangu ya kitaalilma katika jengo la kutalaan k
SPILL FAIRCIAL MIKAGALA
Wildya ya Mkooni NA FC Caldana
Sahihi
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma wallopo katika halmashauri ninavosimamia
DATE
Jina na Sahihi 10Nott BINDPL Tarehe 109 DOQC COM, VENICAL
TEMEKE
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) HATNO MLAWA Kata ya KULATINI
Nathibitisha kwamba Ndugu t. LV 120 F. FRANCI anaishi
langu mtaa/kijiji M/NA2/N/ kuanzia mwaka 2028 Mtendaji
Sahihi Afisamtendaji  Tarehe  KURASHIII WA KAT
OU/OG/ROZG KURASINI





## 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

**ELVIRA F FRANCIS** 

PIN NO: 0103575

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 2024

Expires on:31 December 2025

Registrar Pharmacy Council





# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 04 day of september 2025
BETWEEN
(hereinafter referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees, agents or his legal representative of his business.
AND
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
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 asPharmacy.
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
"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 I II I							

This Agreement shall be effective for a period of twelve (12) months, commencing from the 04th day of september 2025 to 3 day of september 2025

## 3. Commencement of Supervision

The	superintendent	shall	commence	management	and	Our a multi-li-	-			
Dhar	maay an H			management	and	supervision	ΟŤ	the	above	named
riiai	macy on the		dav of	20						Harrica

## 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. 1, 200, 000 | 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 1<sup>st</sup> 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 pharmaceurical 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.

- 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 Superintendent.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e., Superintendent log book, 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 are signed by a superintendent.
- 4.1.15 Perform any other duty as the Council may determine from time to time.
- 4.2 The Superintendent;

At a salary '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 Pharmacy 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. in daily bases.
- 4.2.2 Shall ensure physical supervision of the said premises in daily bases.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times. pharmacy.
- 4.2.4 Shall manage and undertake all technical and professional matters in the
- 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. pharmacy.
- 4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the
- 4.2.75hall 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 Pharmacy 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

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

This agreement may be terminated by mutual agreement between both parties and or any 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.

- 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 thisday ofday of20_25
SIGNED and DELIVERED
By the said
Who is known to me personally/
Introduced to me by
This the latter known to me personally  A Tanda
Thisday of
In the presence of:  Name: OHAMED MAULID TO LONG Mauligner  Name: OHAMED
V To Market and Board and
Designation:
Oignature.
Date: Of og Zew
College Colleg
SIGNED and DELIVERED
By the said. ELVIRA F. FRANCIS
Who is known to me personally/
Introduced to me by
the latter known to me personally
This 04 day of September 20.25 SUPERINTENDENT
In the presence of:
Name: MOHAMED MAULIOI NOKOLAGE
Designation: Maulidi No. Signature: Maulidi No. Day ex Sas, Day ex
Signature:
Date: 04-09-5821
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