THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH



PHARMA CY 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 Stanhope Pharmacy Facility Identification Number (FIN) 0100352
	Physical address: Street KIZUAN Ward Mbagala District/Municipal Temeke Region Dar es Salaam
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHA Full Name Hafidhi Hussein Ntissi PIN 0102786 Phone. 0762 223 841 Address P.O.Box 65001 Email hafidhhussein@outlook.com
	A.3. REASON(s) FOR CHANGE The contract was mutually terminated
	Time frame of notification: (As per Contract)30 day's
	A.4. OWNER'S DETAILS Full Name. Rosada Caanaruwa Misha Phone Number. 0769251011 Remarks. Signature. Date. 2910912024
B.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACI :UTICAL PERSONNEL Full Name HAD IJA ALLY PIN DI 2/263 Phone Number 06855050 Email. Physical address: Street M BEZI BEACH Ward District/Municipal KINDNDON Region DAR ES SALARM Details of Previous pharmacy: Name of Pharmacy PLUS YES IN District/Municipal KINDNDOW Region DAR ES SALARM.
	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
D.	NOTE; Failure to acquire the services of another superintende nt/ 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 OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this cay of Sept 2024
BETWEEN
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.
AND
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WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act
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 WIT NESSETH AS FOLLOWS;
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.
"Superintendent" means a pharmacist in charge of the husiness 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	2.	Dur	ation	of	Ag	ree	men	t
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This	Agreement	shall	be	effective	for	а	period	of	twelve	(12)	months,	commencing	from
the		day	of_		20) _	24	_to	Septe	mber .	ay of	20 25	

3. Commencement of Supervision

The	superintendent	shall	commence	managem ent	and	supervision	of	the	above	named
	macy on the		day of	20 ≨						

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. <u>SEVEN HUNDRED THOUSAND</u> 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 employment benefits and shall be pair 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 relabilitating 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 pharmaceutical services.
- 4.1.8 Shall ensure pharmaceutical services are provided with due care.
- 4.1.9 Shall ensure all proper records are mair tained 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 procurer tent and deliverables of pharmacy items are signed by a superintendent.
- 4.1.15 Perform any other duty as the Council nay determine from time to time.

4.2 The Superintendent;

At a salary or emolument stipulated in claus 3 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 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 pharma cist is more preferable.
- 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 phar maceutical 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 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, F C 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 sur plies 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.

If amicable settlement becomes impossible, then, an aggrieved party may seek 6.2 legal remedy. Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintended 6.3 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 this _____day of _____2024 SIGNED and DELIVERED By the said ROSMON CAANARUWA MOSHA Who is known to me personally/..... Introduced to me bythe latter known to me personally **PROPRIETOR** In the presence of: Name:.... Designation:.... Signature:.... Date:.... SIGNED and DELIVERED By the said. HADISA ALLY Who is known to me personally/..... Introduced to me by....the latter known to me personally This day of Sept 2024 In the presence of: Name: Kin TARIMO Designation:.... Signature:.... Spayatus Kim Divisited The High Court Capor

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 KU OLEA HUDUMA YA DAWA (kutoka katika Kifungu No. 44 1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MI	VANATAALUMA
☑MFAMASIA □FUNDI DAWA SANIFU □	FUNDI DAWA MSAIDIZI PHARM. DISP
1. Jina la mwanataaluma HAD IJ	A ALLY PIN 0/01263
2. Namba ya simu 06355050	7 barua pepe
3. Tarehe ya mwisho kuhuisha jina (Re	tention)
4. Je, umehuisha taarifa zako kwenye	nfumo kupitia tovuti ya baraza la famasi?
(http://196.45.42.57/pcmis.data/view	modules/registration/pharmacist-
signup.php)	ıi Na 🗌 HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANA	TAALUMA:
Mimi HADISA ALLY	mwenye
taaluma ya dawa ngazi ya	nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo	la kutolea huduma ya dawa liitwalo
Stanhope Pharmacy	FIN 0100352 lililopo katika
Wilaya ya Temeke Mkoani.	Darlssalaam
Sahihi A TILY	Tarehe
Uthibitisho wa Mfamasia wa Halmashaur	i
Nadhibitisha kwamba mwanataaluma ta	wa ni miongon i/ si miongoni mwa
wanataaluma waliopo katika halmashauri n	nayosimamia Muhuri KNY:
Jina na Sahihi Shadi Sime	A C
Jina na Sahihi	Tarehe
(JUN	10 01/10/2024
SEHEMU YA TATU: - UTHIBITISHO WA N	AKAZI:
Ithibitishwe na: Afisa Mtendaji	1/8.36
Jina la mtendaji (Kata) HUSNX 1	10N DO. Kata ya IXAW E
Nathibitisha kwamba Ndugu. HADIJA	ALLY anaishi Muhuki WA
langu mtaa/kijiji.MBEZI BEACH Kuanzia n	ıwaka 2016
Sahihi Atisamtendaji	Tarehe
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	WA SECTION OF STREET
	SCO MICE



THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

00002220



CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)

Hadija Ally

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.

Rej	gistration	Date				Place and
No.	Date	of Birth	Nationality	Address	Qualification	Date of Qualification
1263	April, 2015	sme, 1985	iam	Box 7009 12 Salaam	fo 4	Abbas in of Setif 1, 2013
	30年	李	Tanzani	P.o. B Day 82	Bachelor	Ferhat Univers Algeria

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 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.

Registrar/Depaty/Registrar/Resident Magistrate
The High Court Labour Division
20109127

GP-Dsm