

## 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 Other Pharmaceutical Personnel
ā	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 SURREZ PHARMACY Fooility Identified No. 1000 CAL
	Physical address: Street. WALLSE Ward District/Municipal TEMEKE Region DAK-EV-JACAN
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full NamePhone
	A.3. REASON(s) FOR CHANGE
	Assignment
	Time frame of notification: (As per Contract) 7. days Signature Date Date
	A.4. OWNER'S DETAILS Full Name ARDALLATT HULLETN CHARLET Phone Number 0789774026 Remarks Grange of Pharmaust Phone Number 0789774026 Signature Date 1/63/2025
B.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name MARIAM NYMME) TA PIN 01 0178 Phone Number 07/8461344  Physical address:  Street Kunnam Ward VI JIRWAN District/Municipal Miller NI Region DAR - ES STAAM  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
	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)

SETTEMO TA KWANZA: - TAARIFA ZA MWANA TAALUMA
☑MFAMASIA ☐ FUNDI DAWA SANIFU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP
1. Jina la mwanataaluma MARIAM NYAMBITA PIN 0101780
2. Namba ya simu. 0718462346 barua pepe manannyan bitao gmili cum
3. Tarehe ya mwisho kuhuisha jina <i>(Retention)</i> 224
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-
signup.php) VNDIYO, Stakabadhi Na ☐ HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi MARIAM NYAMBITA mwenye
taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
SUAREZ PHARMACY FIN 0100641 lililopo katika
Wilaya ya TEMEKE Mkoani DAR-ES-SALAAM
Sahihi Myansita Tarehe 11/08/7015
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni <b>miongon</b> i/ <b>si miongoni</b> mwa
wanataaluma waliopo katika halmashauri ninayosimamia  Muhuri KNY: DMO
Jina na Sahihi YOMAN BINDAL T Tarehe R. 1 03/2015
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) (かたん) MAHU以る Kata ya V17 (R Wさな)
Nathibitisha kwamba Ndugu MARI AM NA AMBahaishi Muburi
langu mtaa/kijîji kt. s.t. w. A, kuanzia mwaka 1.0. ( 5
Sahihi Afisamtendaji Tarehe
Mand. 11 08 25 LA CHABOX



# THE UNITED REPUBLIC OF TANZANIA

### PHARMACY COUNCIL







KIGAMBONI

MAHAKAMA YA MWANACENSE TO PRACTICE

### The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

MARIAM A. NYAMBITA

PIN NO: 0101780

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:09 January 2019

Expires on:31 December 2025

Registrar Pharmacy Council





# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

	This Agreement is made on this 10th day of August 20 25
	BETWEEN
1	BDA WAH Thusen SHARW (Name) of P.O.BOX Region Dove solacin
-	(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents
	or his legal representative of his business.
	AND
	MARIAM NYAMBITA 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
	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,
	<b>WHEREAS</b> 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;
	<b>WHEREAS</b> 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

"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"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 shall be effective for a period of twelve (12) months, commencing from the loth day of Aug 20 25 to 9th day of Aug 20 25
3. Commencement of Supervision
Pharmacy

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the day of 20 25

## 4. Obligation of the Parties:

### 4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 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 pharmaceutical 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.
- 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 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 pharmaceutical 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 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 one month 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 6.2 remedy.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent 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 thisday of
SIGNED and DELIVERED
By the said ABDALLAH HUSEIN SHARLIF
Who is known to me personally/~
Introduced to me by
the latter known to me personally
This day of August 20.2 PROPRIETOR
In the presence of:
Name: NANCY ANAMA MWANTATI
Designation: Abvo CATE
Signature: Date: 11th August 2025
Date: !! Tuguet 2023
SIGNED and DELIVERED  By the said MAR AM AND
By the said MARIAM NYAMBITA
Who is known to me personally/
Introduced to me by
the latter known to me personally
This day of August 20.25 SUPERINTENDENT
In the presence of:  Name: MACKY ANAMIS MUSHUATES Salary  Designation: ANOCATE
Signature: Date: 1. August 2025
MINISCHOILE.