



THE UNITED REPUBLIC OF TANZANIA

PCF. 17



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 ☐

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 VASCO PHARMACEUTICAL Facility Identification Number (FIN) 0100387
Physical address:
Street NAYROBI ROAD Ward SAKINA District/Municipal ARUSHA CITY Region ARUSHA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name BARIKI SHIWAEI MUSHI PIN 0100124 Phone 0767-663232
Address ARUSHA CITY Email

A.3. REASON(S) FOR CHANGE

DEATH OF THE FORMER SUPERINTENDENT ON
26/06/2024

Time frame of notification: (As per Contract) Signature Date

A.4. OWNER'S DETAILS

Full Name VASCO PHARMACEUTICAL CO. LTD Phone Number 0748-100030
Remarks
Signature [Signature] Date 05/07/24

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name GODBLESS C. KIMARO PIN 0103744 Phone Number 0767-663232 Email vascopharmaceutical@gmail.com
Physical address:
Street STAND ROAD Ward LEVOLOSI District/Municipal ARUSHA CITY Region ARUSHA
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.



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

GODBLESS C KIMARO

PIN NO: 0103744

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: **21 June 2024**

Expires on: **31 December 2024**

Registrar
Pharmacy Council



VASCO PHARMACEUTICAL CO. LTD
DEALERS IN: PHARMACEUTICALS, HOSPITAL REQUIREMENT & REAGENTS
WHOLESALE & RETAIL
STAND KUU ROAD P.O BOX 13176 - ARUSHA - TANZANIA
TEL/FAX: +255272545497 MOB: +255766269813/0655269814
Email: vascopharmaceutical@gmail.com www.vascopharmaceuticals.co.tz

Pharmacy Council
Arusha
Po Box

03/07/2024

Dear Sir/Madam,

**RE: NOTIFICATION OF CHANGE IN SUPERINTENDANT
PHARMACIST AT VASCO PHARMACEUTICAL SAKINA BRANCH**

I am writing to inform the Pharmacy Council of a recent change in the Superintendent Pharmacist position at our Vasco Pharmaceutical Sakina Branch.

It is with deep sadness that we inform you of the passing of Mr. Bariki Mushi with pin number 0100124 who served as the Superintendent Pharmacist at our Sakina Branch. Mr. Bariki Mushi passed away on 26/06/2024, and his contribution to our pharmacy and the community will always be remembered with great respect and gratitude.

Due to the unfortunate passing of Mr. Bariki Mushi, we have appointed Mr. Godless Kimaro with pin number 0103744 as the new Superintendent Pharmacist for the Sakina Branch. Mr. Godbless Kimaro is a highly qualified and experienced pharmacist who will ensure that the pharmacy continues to operate smoothly and maintains the highest standards of service and compliance.

Please find attached Mr. Godbless Kimaro's credentials and relevant documentation for your records. We kindly request that the Pharmacy Council updates its records to reflect this change.

Should you require any further information or documentation, please do not hesitate to contact me at vascopharmaceutical@gmail.com or 0748 100 030

Thank you for your attention to this matter.

Sincerely,

Brenda Ngallo
Compliance Manager

"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 03 day of JULY 2024 to 02 day of JULY 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 03 day of JULY 2024

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. 800,000 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 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 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.

"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 03 day of JULY 20 24 to 02 day of JULY 20 25

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 03 day of JULY 20 24

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

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- 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 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 this 03 day of 07 2024

SIGNED and DELIVERED

By the said JOJO IDRISSA MRINZO

Who is known to me personally

Introduced to me by

the latter known to me personally

This 03 day of 07 2024

In the presence of:

Name: JANE JOHNSON AYO

Designation: ADVOCATE

Signature: [Signature]

Date: 3rd July, 2024

[Signature]
PROPRIETOR

SIGNED and DELIVERED

By the said GODBLESS C KIMARO

Who is known to me personally

Introduced to me by

the latter known to me personally

This 03 day of 07 2024

In the presence of:

Name: JANE JOHNSON AYO

Designation: ADVOCATE

Signature: [Signature]

Date: 3rd July, 2024

[Signature]
SUPERINTENDENT

