



THE UNITED REPUBLIC OF TANZANIA

PCF. 17



MINISTRY OF HEALTH

PHARMACY COUNCIL

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: MUYAMANI PHARMACY 2 Facility Identification Number (FIN).....  
Physical address: MUYAMANI  
Street: MUYAMANI Ward: MUYAMANI District/Municipal: UDUGA Region: DSM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: MUSAADA MUSAADA PIN..... Phone: 0713283428  
Address: DSM Email: musaada5@gmail.com

A.3. REASON(S) FOR CHANGE

CHANGE OF PHARMACY OWNERSHIP EXPIRY OF  
Time frame of notification: (As per Contract) 7 days Signature: SA Date: 18/9/2024

A.4. OWNER'S DETAILS

Full Name: MUSAADA M. GONGYIKA Phone Number: 0767414891  
Remarks:.....  
Signature: SA Date: 18/9/2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: MURUGA KAMUS PIN..... Phone Number:..... Email: 2amurugam07@gmail.com  
Physical address: MUYAMANI  
Street: MUYAMANI Ward: MUYAMANI District/Municipal: UDUGA Region: DSM  
Details of Previous pharmacy: MUYAMANI 2  
Name of Pharmacy: MUYAMANI 2 FIN..... District/Municipal: UDUGA Region: DSM

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.

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 2<sup>nd</sup> day of AUGUST 2024

BETWEEN

NGAYA MAHERBA GONYEKA (Name) of P.O.BOX 18118 Region DSM  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

MWAJUMA KHAMIS 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,

**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 as MNYAMANI 2 Pharmacy.

**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 representative.

"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 shall be effective for a period of twelve (12) months, commencing from the 21<sup>ST</sup> day of AUG 2024 to 30<sup>th</sup> day of JUNE 2025

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 30<sup>th</sup> day of JUNE 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 salary/emoluments of TZS. 700,000/- 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 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 Superintendent 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 21<sup>ST</sup> day of AUG 2024

#### SIGNED and DELIVERED

By the said MGAYA HAHENBA GONYEKA

Who is known to me personally/.....

Introduced to me by .....

.....the latter known to me personall  
This 21<sup>ST</sup> day of AUG 2024.....

#### In the presence of:

Name: I. R. MALECELA

Designation: MAGISTRATE

Signature: [Signature]

Date: 22/8/2024

[Signature]  
PROPRIETOR

#### SIGNED and DELIVERED

By the said MWAJUMA KHAMIS

Who is known to me personally/.....

Introduced to me by .....

.....the latter known to me personall  
This 21<sup>ST</sup> day of AUG 2024.....

#### In the presence of:

Name: I. R. MALECELA

Designation: MAGISTRATE

Signature: [Signature]

Date: 22/8/2024

[Signature]  
SUPERINTENDENT



[Signature]  
MAGISTRATE  
DAR ES SALAM



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. MWAJUMA KHAMIS PIN .....
2. Namba ya simu. 0682 646964 barua pepe Zomwajuma07@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) .....
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. .... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi. Mwajuma Khamis mwenye  
taaluma ya dawa ngazi ya Shahadi nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
Mnyamani 2 Pharmacy FIN ..... lililopo katika  
Wilaya ya Ilala Mkoani DSM  
Sahihi De Tarehe 21/8/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa  
wanataaluma waliopo katika halmashauri nina yosimamia

Jina na Sahihi Bejah or Tarehe 21/8/2024

Muhuri KNY:  
DMO

Kny: MGANGA MUKU  
HALMASHAURI YA JUU LA DAR-ESSALAM

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) B. Khamis Kata ya Mnyamani  
Nadhibitisha kwamba Ndugu Mwajuma Khamis analishi  
langu mtaa/kijiji Lobuzuku, kuanzia mwaka 2023

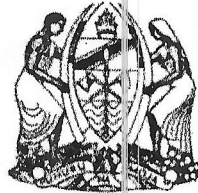
Sahihi Afisa mtendaji

Tarehe

22/8/2024

Muhuri  
Mtendaji

Mtendaji  
MARUZUKU



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THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

**CERTIFICATE OF FULL REGISTRATION**

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

Full Name Murajuma Khamis

\* 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					
0102520	22nd April, 2021	15th October, 1976	Tanzanian	P.O. Box 40923 Dawa es Salaam	Bachelor of Pharmacy	Kampala International University in Tanzania 2019

Date 18th May 2021  
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.