

#### 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
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. NGOLLO PHARMACY  Physical address:
	Physical address: Street FELLY Ward KIGAMBON! District/Municipal KIGAMBON! Region DAR ES SALAAM
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full NamePhonePhone
	AddressEmail
	A.3. REASON(s) FOR CHANGE
	ASSIGNMENT OF PERSONEL
	ASSIGNMENT OF PERSONEC  Time frame of notification: (As per Contract) ₹ ₽ AY Signature Date 3 ₹ 2 025
	A.4. OWNER'S DETAILS Full Name MART (N SHIMING BUUNG) Remarks. OKAY Signature. M.S.B. Date 31 7125
B.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name TRENE AJUNA RODERICK PIN 01 03992Phone Number 068254 0696Email Translated 4@gmail June  Physical address:  Street MA (HAMB) Ward GERETAN District/Municipal Region DAR ES SALAAM  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
	RecommendationsDesignationSignatureDate
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 SANIFU □ FUNDI DAWA MSAIDIZI □PHARM. DISP
1. Jina la mwanataaluma IRENE AJUNA ROPERICK PIN 0103992
2. Namba ya simu. 0682540696 barua pepe Inenerodric4@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)
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)
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi IRENE AJUNA RODERICK mwenye
taaluma ya dawa ngazi yaS HA HA DA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
NGOLLO PHARMACY FIN 0102409 lililopo katika
Wilaya ya KIGAMBONI Mkoani PAR ES SALAAM
Sahihi Tarehe
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa wanataaluma waliopo katika halmashauri ninayosimamia  Jina na Sahihi .VIQORIA .SHAYEMBE Tarehe .31072025  SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  Ithibitishwe na: Afisa Mtendaji
wanataaluma waliopo katika halmashauri ninayosimamia
DMO DMO
Jina na Sahihi VICIORIA SHAREMBE Tarehe 31072025
Let out
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) & Dakhuk i Shili Mak Kata ya CE CE ZANI
Nathibitisha kwamba Ndugu. RENE A. RODERICH anaishi Muhuri MTENDA II WA KATA
Nathibitisha kwamba Ndugu. W. A. A. B.O.D. C. A. anaishi Muhuri MTENDAJI WA KATA langu mtaa/kijiji. G. W. C. K. Kuanzia mwaka. M. A. A. B. Mendaji KATA YA GEREZANI
Sahihi Afisamtendaji Tarehe
20107 2025



# 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

#### **IRENE AJUNA RODERICK**

PIN NO: 0103992

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: 27 March 2025

Expires on:31 December 2025

Registrar Pharmacy Council







#### THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

00002716

## CERTIFICATE OF FULL REGISTRATION

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

Full Name Ivews Ajuma Roderick

Council | Coun

\* Thereby 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.

Regi	stration	Date	27. 28 Sept. 15 Sept. 16		9	Place and Date	
PIN.	of		Nationality	Address	Qualification	of Qualification	
992	ch, 2025	1999		207 MM		Chandigarh University India	
0103992	Masch,	May,	minn	ox 10 Satar	or of	inganh	
	274	6th	Fanzanian	P.O. Box 10207 Day 85 Sahaam	Bachelox of Pharmary	Chand	

Date 24th April, 2025

REGISTRAR

NOTES: (1) This certificaate 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 referene 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.

#### AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

#### **BETWEEN**

MARTIN SHIMINZI BWUNGU
(PROPRIETOR)

**AND** 

IRENE AJUNA RODERICK

(SUPERINTENDENT)

AGREEM	ENT F	OR EMP	LOYM	ENT TO	OPERATE	A BUS	SINESS	OF A PI	HARMA	ACIST	
This Agree	ement is	made or	this	01	day of_	C	8 (	20	25		
					BETWEE	N					
MARTIN	SHIMIN	ni Bwi	NKU	_(Name)	of P.O. B	ox _		Region	PAR	A) (A) (B)	4
(hereinafte his legal re						ession	which in	cludes h	is assigı	nees, agents	or
					AND						
IREN	E A:	JUNA	20.	DERICK		a r	egistered	pharm	acist in	n charge wh	10
										NT) of anoth	
•	tion of o	contract	of a ph	armacis	t						
The Pharm	nacist sh	all be su	bject to	a probati	ionary perio	d of [nu	ımber of	months	e.g., th	ree (6)	
months], c	ommen	cing fron	n the fir	st day of	employmen	t, [Star	t Date].				
WHERE A regulated 1		-		es to esta	blish and o	perate a	a busines	ss of a p	harmac	cist which is	a
			-		ction 43 of in charge of			oprietor	wishes	to engage tl	ne
		-			illing to offe ther terms a	•			-	oprietor in lie under;	eu
to enter ir	nto an a	greemen	it, to es	stablish a		a busir	ness of a			") are desiron the terms an	
AND WH	IERĖA		orties a		establish and	d opera Pharm		siness o	f a pha	rmacist style	ed
AND NO	w whi	REFOI	RE THI	IS ACRI	EEMENT V	VITNE	SSETH	AS FOI	LOWS	<b>S</b> :	
				is AUIU	ZEZIVEEZI VE V			710 F OI	22.0 11 1	,	
Interpreta	ation:										

#### 1.

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

- "Act" means the Pharmacy Act, [Cap 311 R:E 2002] Laws of Tanzania.
- "Agreement" means this 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;
- "Council" means the Pharmacy Council established under section 3 of the Act.

"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.

"Pharmacist" means a person registered as such under section 16 of the Act.

"Proprietor" means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

"Registrar" means Registrar of the Council appointed under Section 11 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under 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
-	Dalacion	01118

This Agreement shall be effective for a period of twelve (12) months, commencing from											
the	01		AUGUST			to			JULY 20	26	

#### 3. Commencement of Supervision

The su	perinten	dent shall	commence	man	agement and	d supervision	of the above na	med Pharmacy on
			AUGUST			_		

#### 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 allowance/emoluments of TZS

  200,000 payable to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement.
  - (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1<sup>st</sup>day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
  - (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten** (10) days without any justifiable cause, the Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the 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 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

#### 4.2 The Superintendent;

For an allowance 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 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 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. Probation Period

#### 5.1 Duration of Probation

The Pharmacist shall be subject to a probationary period of six (6) months, commencing from the first day of employment, 01<sup>st</sup> February.2025.

#### 5.2 Purpose

The probation period is intended to assess the Pharmacist's performance, skills, suitability for the position, and ability to fulfill the responsibilities outlined in this Agreement.

#### 5.3 Performance Review

During the probation period:

- 5.3.1. The Pharmacist's performance shall be monitored and reviewed periodically by the Employer.
- 5.3.2. Feedback will be provided to ensure the Pharmacist is aware of any areas requiring improvement.

#### 5.4 Extension of Probation

If necessary, the Employer reserves the right to extend the probation period for an additional period of three (3) months, with prior written notice and an explanation provided to the Pharmacist.

#### 5.5 Termination During Probation

- 5.5.1. Either party may terminate this Agreement during the probation period by providing notice period, for one (1) week written notice.
- 5.5.2. The Employer reserves the right to terminate employment without notice during the probation period in cases of serious misconduct or violation of policies.

#### 5.6 Confirmation of Employment

Upon successful completion of the probation period:

- 5.6.1. The Employer shall confirm the Pharmacist's permanent employment in writing.
- 5.6.2. All terms and conditions outlined in this Agreement shall remain in full effect unless modified in writing by both parties.

#### 6.Termination

- 6.1 This Agreement shall be terminated:
  - (a) by automatic termination;
  - (b) by mutual consent, or
  - (c) by Notice
- 6.2 The Agreement may automatically be terminated:
  - (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.
  - (ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.

    Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the

cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.

6.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 6.4 The Agreement may be terminated by notice:
  - (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
  - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

- Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- 6.6 The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

#### 7. Dispute Settlement

- 7.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 7.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 7.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

#### 8. Applicable Law and Jurisdiction

- 8.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 8.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 8.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 8.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

only. IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing. 25 Signed and delivered by the parties at this day of SIGNED and DELIVERED at ...... by the said MARTIN SHIMINZI BUUNG who is known to me personally/identified to me by ..... .....the latter being **PROPRIETOR** In the presence of: Name: LEONCE RWEBEMBERA Designation: ADVOCATE Signature: Da Address: P. 6; BOX 75688 - DSM Date: 0//08/2025 SIGNED and DELIVERED at .....by the said IRÊNE AJUNA RODERIUC who is known to me personally/identified to me by JULLIANA NG WELEMELWA MARTINE the latter being personally known to me this. Olday of. 20.25 In the presence of: Name: LEONCE RWEBEMBERA Designation: AAVOCATE Signature: Address: P.O. BOX 75688 - DSM

9. The Council will accept additional clauses but this Agreement is a generic contract for guidance

Date: 01/08/2025