

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
Α	TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY. A.1. DETAILS OF THE PHARMACY Name of the Pharmacy VISION PHARMACY Physical address: Street. Number (FIN). 0103414 District/Municipal. MERU Region. ARUSHA
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name ANASTAZIA M. DANIEL PIN 01035 46 Phone 068 7 - 201542. Address ARUSHA. Email
	A.3. REASON(s) FOR CHANGE End of Contract:
	Time frame of notification: (As per Contract) Signature Date
	A.4. OWNER'S DETAILS Full Name NOV MIATO SI KINEKA Phone Number 0767-473864 Remarks Quintum Date 011.05 2025
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL 0756— Full Name RHOB1 CHACHA MWITAPIN 0100669 Phone Number 983798 Email Phonon hobogon Physical address: Street SUYE Ward MNARANI District/Municipal ARUSHA Region ARUSHA Details of Previous pharmacy: Name of Pharmacy LESHA PHARMACY FIN 0101355 District/Municipal USUNGO Region DAR ESSAL
	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
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)

SEH EMU YA KWANZA : - TAARIFA ZA MWANATAALUMA
FUNDI DAWA SANIFU FUNDI DAWA MSAIDIZI PHARM. DISP
1. Jina la mwanataaluma RHoß! CHACHA MWITA PIN 0100669
2. Namba ya simu 0755 - 982798 barua pepe pharmrhobisamati co
3. Tarehe ya mwisho kuhuisha jina (<i>Retention</i>)
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) WNDIYO, Stakabadhi Na 925125329151546 HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi RHOBI CHACHA MWITA mwenye
taaluma ya dawa ngazi ya MFAMASTA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
VISION PHARMACY FIN DLUSAM IIIIlopo katika
Wilaya ya MERU Mkoani ARUSHA
Sahihi Tarehe 01. 05. 2023
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni
wanataaluma waliopo katika halmashauri ninayosimamia
2 2 los bozs (2 2 MAY 2025) =)
Jina na Sahihi NADMI. PAULO LAIZER. W Tarehe 22 65 225 2 MAY 2075
STRICT
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) ANNA LEBISA Kata ya OLOIRIEN
Jina la mtendaji (Kata) ANNA LEBISA Kata ya OLOIRIEN Nathibitisha kwamba Ndugu RHOBI CHACHA MWITA anaishi langu mtaa/kijiji Suye kuanzia mwaka 2024 Sahihi Afisamtendaji Tarehe
langu mtaa/kijji シリソモ ,kuanzia mwaka & ロスゲ
Sahihi Afisamtendaji Tarehe 2) 5 2025
1/2

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACION

BETWEEN

ANZA GROUP COMPANY LIMITED

AND

RHOBI CHACHA MWITA (SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST

This Agreement is made on this 1ST day of MAY 20 25
ANTA GROUP Conspany (Name) of P.O. BOX 286 Region (Name) of P.O. BOX 1286 Region (Name) of
AND
RHOBI CHACHA MWITA a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT) of another part.
WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act
AND 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;
AND 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;
AND WHEREAS the proprietor and superintendent (together referred as "the Parties") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;
as Pharmacy.
AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;
1. Interpretation:
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 Targania 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	8		(10)	d	maina from the
	This Agreement shall be effect	tive for a period	of twel	ve (12)	day of APOLL	20 26
		20 <u>25</u>		3011	_eay or_Arking	

3. Commencement of Supervision

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

 800,000/= payable to the

 SUPERINTENDENT upon discharging his duties and functions as per this Agreement.
 - (a) Provided that the said allowance shall be not off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1stday 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 Superinfordent 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 photosecy 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 preser 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: -

- Shall obtain from the Council and other appropriate authorities collect the requirite licenses, permits and authorization and keep the pharmacy within the standards and 4.2.1 conditions as contained in any written law that regulate and control the business of a pharmacist.
- Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 4.2.2 days of the week. Full time pharmacist is more proforable.
- Shall implement and ensure that standards required for pharmacy and pharmaceutical 4.2.3 properties are maintained in high level at all times.
- Shall manage and undertake all technical and professional matters in the pharmace. 4.2.4
- Shall supervise and control all pharmaceutical personnel work in the pharmacy and 4.2.5 ensure day-to-day functions of the pharmacy abide to the law.
- Shall facilitate capacity building to all pharmaceutical personnel that supervises the 4.2.6 pharmacy.
- Shall provide pharmaceutical service with due care. 4.2.7
- Shall ensure all proper records are maintained and managed in accordance to good 4.2.8 pharmacy practice standards.
- Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place. 4.2.9
- Shall report to the Council on any malpractices or violations done by the Proprietor. 4.2.10
- Shall ensure availability of all necessary tools for pharmacy operations are in place, 4.2.11 i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.
- Must ensure whoever is on duty shall appear on a white coat and name tag on it. 4.2.12

- 4.2.13 Shall establish a well-organized management body of the prarinacy 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

- 5.1 This Agreement shall be terminated:
 - (a) by automatic termination;
 - (b) by mutual consent, or
 - (c) by Notice
- 5.2 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

Notwinstanding the requirement of this Charlet, and 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.

5.3 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.

- The Agreement may be terminated by notice: 5.4
 - By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
 - 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. (ii)

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 5.5 with reasons of termination.
- The Parties agree that the Council shall not be obligated to issue another notice of 5.6 termination but a closure order as per the Act.

6. Dispute Settlement

- In the event of dispute in connection with this agreement both parties will make 6.1 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 Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration 6.3 (CMA).

7. Applicable Law and Jurisdiction

- The laws of Tanzania hereto shall govern the validity, construction and interpretation 7.1 of this agreement and the rights and duties of the parties.
- 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 7.2 by the parties.
- 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 7.3 for further redress.
- in this Agreement shall preclude the making of an application to the Court for 7.4 conservatory or provisional relief

8. The 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 scaled this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 12 day of 1	Uxy 2025
SIGNED and DELIVERED atby the said AN LA MILL L. NO Who is known to me personally/identified to me by	PROPRIETOR
personally known to me this! day of May 2023. Castro Box 11	Pius Sa
Name: Designation: DVDQATE	
Signature: Address: Date: 12 20 20 5 Signed and delivered by the parties at this SIGNED and DELIVERED at	May 20
to me personally/identified to me bythe latter being	SUPERITENDENT
personally known to me this 12 day of May 2025. In the presence of: Name: AST W PIWO SHT RIM A STOPIUS Designation: ADVD CAST Co. 350 1161	S Shirima Arusha
Signature: Address: Date: 12 5 2025	te, Notary politics on insissioner for Ordinary



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

RHOBI CHACHA MWITA

PIN NO: 0100669

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:30 January 2009

Expires on:31 December 2025

Registrar Pharmacy Council







THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

Nº 00001657



(Section 15 of the Pharmacy Act, 2002)

Full Name.

Rhobi Chacha Mwita

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				Place and	
No. Date	of Birth	Nationality	Address	Qualification	Date of Qualification	
50th Jan. 2009	the Ochtoba 1983	anzanian	7.0. Box 5380. ax es bahaam	Bachelor of Pharman	Munimbile University of Meaths and Ellied Sciences	

Date 30th JANUARY, 2009

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacists 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.