



## THE UNITED REPUBLIC OF TANZANIA

## 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 FAMANIC PHARMACY - SAME Facility Identification Number (FIN) 0300560  
 Physical address:  
 Street WILDAO Ward SAME District/Municipal SAME Region KILIMANTARO

## A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name JOUITHA KAIRA PIN 0101467 Phone 0752-814805  
 Address S.L.P 16609 Email kaizajouitha@gmail.com

## A.3. REASON(S) FOR CHANGE

CHANGE OF WORKPLACE FROM SHAD DC TO ARUSHA CITY

Time frame of notification: (As per Contract) In month Signature Karu Date 03/08/2024

## A.4. OWNER'S DETAILS

Full Name SHARON SHAYO (FAMANIC PHARMACY) Phone Number 0753-334313  
 Remarks APPROVED  
 Signature SA Date 14/8/2024



## B. TO BE COMPLETED BY THE OWNER ONLY

## B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name NICETAS S. BONGOLE PIN 0101131 Phone Number 062191179 Email nicetassimon@gmail.com  
 Physical address:  
 Street BOMBU Ward BOMANGOMBE District/Municipal HAI DE Region KILIMANTARO  
 Details of Previous pharmacy:  
 Name of Pharmacy OTACHO-2 PHARMACY FIN 0101345 District/Municipal ARUSHA CITY Region ARUSHA

## 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 4<sup>th</sup> day of August 20 24

FAMANIC PHARMACY  
SAME

BETWEEN

(Name) of P.O.BOX 8176 Region KILIMANJARO  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

The NICETAS S. BONGOLE 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 established and operate a business of a pharmacist styled as FAMANIC PHARMACY (SAME) 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 1<sup>st</sup> day of August 2024 to 31 day of July 202025

**3. Commencement of Supervision**

The superintendent shall commence management and supervision of the above named Pharmacy on the 1<sup>st</sup> day of August 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 and 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 the 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 is 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 obtaining from the Pharmacy Council and other appropriate authorities collect the requisite licenses, permits and authorization and keeping the pharmacy within the standards, conditions and manner as contained in any written law for the time being in force governing the management, regulation and control of 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, though 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 he/she supervises in the pharmacy.
- 4.2.7 Shall provide pharmaceutical service with due care.

- 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 Dar es salaam this 1<sup>st</sup> day of August 2024

### SIGNED and DELIVERED

By the said.....Sharon Shayo.....

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

Introduced to me by .....

.....the latter known to me personally  
This.....17<sup>th</sup> day of August 2024

In the presence of:

Name:.....Diana Solomons.....

Designation:.....Advocate.....

Signature:.....[Signature].....

Date:.....17/08/24.....



[Signature]  
**PROPRIETOR**



### SIGNED and DELIVERED

By the said.....Nicetas S. Bongale.....

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

Introduced to me by.....Sharon Shayo.....

.....the latter known to me personally  
This.....17<sup>th</sup> day of August 2024

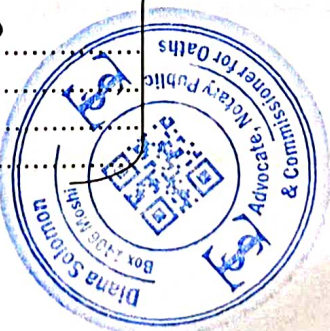
In the presence of:

Name:.....Diana Solomons.....

Designation:.....Advocate.....

Signature:.....[Signature].....

Date:.....17/08/24.....



[Signature]  
**SUPERINTENDENT**



- 4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice.
- 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 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
- 4.2.16 Shall perform any other duty as the Council may determine.

## **5. Termination**

Unless otherwise terminated by either party, this Agreement may be terminated upon expiry of the contract.

This agreement may be terminated by either 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.



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 Nicetas. Sr. Bongole PIN 0101131
2. Namba ya simu 0762191179 barua pepe nicelassimon@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) DEC 2023
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 NICETAS SIMON BONGOLE mwenye  
taaluma ya dawa ngazi ya SHAHADA/DEGREE nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
FIN ..... lililopo katika  
Wilaya ya SAME Mkoani KILIMANJARO  
Sahihi [Signature] Tarehe 6/8/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

RICHARD - E - MOLIEL

Jina na Sahihi [Signature] Tarehe 15/8/2024

Muhuri KNY:  
DMO

**Koy. MGANGA MKUU WA WILAYA  
SAME**

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Emmanuel E. LINDOU Kata ya BOMANGOMBE

Nathibitisha kwamba Ndugu NICETAS SIMON BONGOLE anaishi

langu mtaa/kijiji Boma ni, kuanzia mwaka 2019

Sahihi Afisamtendaji

[Signature]

Tarehe 15/08/2024

Muhuri  
Mtendaji  
**AFISA MTENDAJI  
KATA YA  
BOMANGOMBE**