

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: Mtakuja Pharmacy Facility Identification Number (FIN): 0100250

Physical address:

Street: Mtakuja Ward, Vinanga 71 District/Municipal: ILALA Region: DAR-ES-SALAAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: SIRIEL PHILIP PIN: 0101001 Phone: 0712917232 Address: P.O. Box 694, DAR-ES-SALAAM Email: sirielphilip@gmail.com

A.3. REASON(S) FOR CHANGE

End of ContractTime frame of notification: (As per Contract) 30 days Signature: [Signature] Date: 12 July 24

A.4. OWNER'S DETAILS

Full Name: BENEXIC MKOR Phone Number: 0717-372440Remarks: am seeking for another pharmacist to take over.Signature: [Signature] Date: 12-07-2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: RHODI PAUL PIN: 0102447 Phone Number: 0715-45889 Email: rhodipaul@gmail.com

Physical address:

Street: Mtakuja Ward, Kipawa District/Municipal: ILALA Region: DAR-ES-SALAAM

Details of Previous pharmacy:

Name of Pharmacy: Mtakuja Pharmacy FIN: [Blank]

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.



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 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.

Date: 01st October 2007

0102642		PIN	Registration
19 th	August, 2021	Date	
24 th	December, 1985	Birth of	
Tanzanian		Nationality	
P.O. Box 15754		Address	
Dax es bahrain			
Bachelor of Pharmacy		Qualification	
Kampala International University in Tanzania		Place and Date of Qualification	2019

REGISTRAR

* 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.



Full Name: Rnobi Pwani

CERTIFICATE OF FULL REGISTRATION

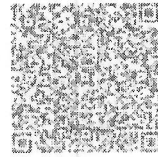
(Section 20 of the Pharmacy Act, CAP. 311)

THE PHARMACY COUNCIL

THE UNITED REPUBLIC OF TANZANIA



000001236



Registrar
Pharmacy Council

Expires on: 31 December 2024

Issued: 19 August 2021

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.

PIN NO: 0102642

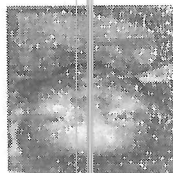
RHOBI PAUL

I Hereby certify that

(Made under Sect. 22 of The Pharmacy Act No. 1 of 2011)

The Pharmacy Act

LICENSE TO PRACTICE



PHARMACY COUNCIL

THE UNITED REPUBLIC OF TANZANIA



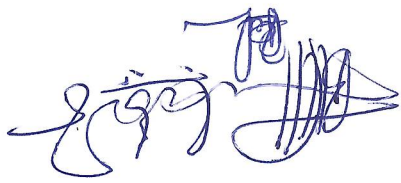
BETWEEN

BENEDICT BENEDICT MIKOLA
(PROPRIETOR)

AND

R HDBI PHU

(SUPERINTENDENT)

A handwritten signature in blue ink, appearing to be 'R HDBI PHU', located at the top right of the page.

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST This Agreement is made on this 08 day of 07 2024

BENEDICT BENEDICT
MKORBA
(Name) of P.O. BOX
40261 Region DAR-ES-SALAAM

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

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;

AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as MIAKUJA 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.

[Handwritten signature]

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

This Agreement shall be effective for a period of three (3) months, commencing from the 10th day of July 2024 to 10th day of June 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 10th 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 allowance/emoluments of 700,000/= TZS 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,

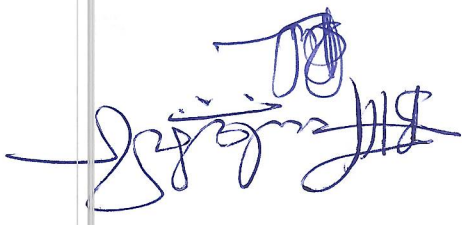
and no later than the 1st day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the

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 treat 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. 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 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.

5.4 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.

5.5 Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

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

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 Mediation and Arbitration (CMA).

7. Applicable Law and Jurisdiction

7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity of the Agreement shall firstly be settled amicably by the parties.

7.3 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.

7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

Recommendations.....
Name.....
Date.....
Signature.....
Designation.....

INSPECTION/REGISTRATION DEPARTMENT OR ZONAL MANAGER

FOR OFFICE USE ONLY

Name.....
Phone Number.....
Signature.....
Date.....
Name.....
Phone Number.....
Signature.....
Date.....

OWNER REMARKS

Signature.....
Date.....
TIME FRAME: (Notify Registrar the time frame as per Contract)
Reason(s) for change.....
Signature.....
Date.....

Registration Number.....
Phone.....
Address.....
Signature.....
Date.....

DETAILS OF SUPERINTENDENT

Street.....
District/Municipal.....
Region.....
Signature.....
Date.....