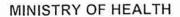
### THE UNITED REPUBLIC OF TANZANIA







### 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
А	TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY.  A.1. DETAILS OF THE PHARMACY.
	Name of the Pharmacy MDES PHARMACY Facility Identification Number (FIN) 0102832.  Physical address: Street SHINYANGA Ward NYAKAFURU District/Municipal MBDGWE Region GEITA
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name CHIKU BAKARI MRUMA PIN OIO 3208 Phone C783904203 Address MWANZA - MKOLANI Email chylumruma@gmail-Com.
	A.3. REASON(s) FOR CHANGE
	CHANGE OF PLACE OF RESIDENCE FROM MBOGWE TO MWANZA
	Time frame of notification: (As per Contract) Signature Date
	A.4. OWNER'S DETAILS Full Name SIMON KIYABO CHARLES Phone Number 0757141271 Remarks Allowed. Signature Charles Date 2-3-2025
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name JEPHTER ADAM PIN 0/01/937 Phone Number 0752871486 Email adamjephter Carrail com
	Physical address: ""  Street SHINANGA A Ward MYAKAFULU District/Municipal MBCGWE Region GFITA  Details of Previous pharmacy:
	Details of Previous pharmacy:  Name of Pharmacy:  MDE 5 PHARMACY  FIN 6102832. District/Municipal MBCGNE Region. GETTA
	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
Э.	FOR OFFICIAL USE ONLY
	INSPECTION/REGISTRATION OR ZONAL OFFICE
	RecommendationsDesignationSignatureDate
	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.

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NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.

## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

### BETWEEN

SIMON KIYABO CHARLES
(PROPRIETOR)

AND

JEPHTER ADAM

(SUPERINTENDENT)



## AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

## PHARMACIST

	This Agreement is made on this 02 day of MARCH 20 25							
	BETWEEN							
	SIMON KIYABO CHARLES (Name) of P.O. BOX OT Region  GETTA (hereinafter referred to as the PROPRIETOR) the expression which							
	(hereinafter referred to as the PROPRIETOR) the expression which							
	includes his assignees, agents or his legal representative of his business, of one part;							
AND								
	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 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 pharmacycpractice 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							

Real Notary Public Notary Public Oner for Oaths

harmacy" means any approved premises wherein or from which any services pertaining to practice of a pharmacist is provided, and shall include a community Pharmacy, consultant harmacy, 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.	Dura	tion	of	Agr	eement
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This Agreement shall be effective for a period of twelve (12) months, commencing from the 03 day of MARCH 2025 to 02 day of MARCH 2025

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the OB day of MARCH 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 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 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

ssioner for Oath

The Council will accept additional clauses but this Agreement is a generic contract for guidance only. WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing. \_day of MARCH 2025 Signed and delivered by the parties at this  $_{\odot}$  0  $_{\odot}$ SIGNED and DELIVERED at .....by the said SIMON KIYABO GIARLES who is known to me personally/identified to me by ..... SIMON KIYABO CHARLES the latter being PROPRIETOR personally known to me this. 23day of Mardy2025 Name: COSTANTINE RAMADHAN Designation: ADVO CATE

Signature: P.O. Box 210 — CHATO Soner for Oaths Date: 03 [03] 2025 day of MARCH Signed and delivered by the parties at this \_\_\_\_ 0 3 20 a 5 SIGNED and DELIVERED at .....by the said ADAM who is known JEPHTER to me personally/identified to me by ..... SIMON KIYABO CHARLES the latter being SUPERITENDENT personally known to me this 03 day of Marda 2025 In the presence of: Costantin Name: COSTANTINE Designation: Designation: Designation: Designation

# JARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

## BARAZA LA FAMASI



KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA
MEAMASIA FUNDI DAWA SANIFU FUNDI DAWA MSAIDIZI PHARM. DISP
2. Namba ya simu°752 87948 6 barua pepe
3. Tarene ya mwisho kunuisha 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)  MNDIYO, Stakabadhi Na. 925062314372.  HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi JEPHTER ADAM mwenye
taaluma ya dawa ngazi ya SHAHADA YA FAMASI. nakiri kwamba nitafanya
kari yangu ya kitaduma katika jango la kutolea huduma ya uawa iiitisa
MDES PHARMACY FIN
MBOGWE Mkoani GELIA
Sahihi
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni- mwa
wanataaluma waliopo katika halmashauri ninayosimamia
Colone III al
Jina na Sahihi SALUM MD 1 Tarehe. 03 03 2025 UNT MER HER 18 18 18 18 18 18 18 18 18 18 18 18 18
The .
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Nathibitisha kwamba Ndugu. JEPHTER ADAM anaishi Muhuri
langu mtaa/kijiji. StTIN/ANGA'A', kuanzia mwaka. 2024
Nathibitisha kwamba Ndugu
Jase 20.