



THE UNITED REPUBLIC OF TANZANIA

PCF. 17

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 KIKHO PHARMACY Facility Identification Number (FIN) 0102519
Physical address
Street KABETA/MAGOMENI Ward MAGOMENI District/Municipal KINDONDI Region DAR ES SALAAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name ESTHER NDEGELLA FIN 0102199 Phone 0656705697
Address DAR ES SALAAM Email esteryjackky@gmail.com

A.3. REASON(S) FOR CHANGE

CHANGE OF OWNERSHIP OF PHARMACY.

Time frame of notification: (As per Contract) Signature Date

A.4. OWNER'S DETAILS

Full Name RUHAIYA NG'ANZI KHOTA Phone Number 0654276727
Remarks MUTUAL AGREEMENTS
Signature Date 02/06/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name EDWARD P. MISHANI PIN 0102390 Phone Number 0743039890 Email dimusym@gmail.com
Physical address
Street MORANI Ward MORANI District/Municipal LIBUNTO Region DAR ES SALAAM
Details of Previous pharmacy
Name of Pharmacy MPITA PHARMACY FIN — District/Municipal ILALA Region DAR ES SALAAM

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 under 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 EDWARD P. MSHANI PIN 0102390
2. Namba ya simu 0743 03 9890 barua pepe dimwasyani@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) MAY
4. Je, umehisha 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 EDWARD PAUL MSHANI mwenye taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo KIKHO PHARMACY FIN 0102579 lililopo katika Wilaya ya LIBUNGO Mkoani DAR ES SALAAM Sahihi [Signature] Tarehe 28/05/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Hezron Mtongole Tarehe 30/5/2025

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) GEORGE Focus Kata ya MSIGANI

Nadhibitisha kwamba Ndugu EDWARD P. MSHANI anaishi langu mtaa/kiji MSIGANI, kuanzia mwaka MARE 03

Sahihi Afisamtendaji

Tarehe

30/05/2025

Muhuri
Mtendaji





CONTRACT AGREEMENT

KIKHO PHARMACY

Dar Es Salaam

KIKHO PHARMACY

**CONTRACT AGREEMENT TO OPERATE A PHARMACY BUSINESS BETWEEN A PROPRIETOR AND
A PHARMACIST**

(Private & Confidential)

This Employment Agreement is made effective for all purposes and in all respects as this 01 day of JUNE, 2025 by and between;

KIKHO PHARMACY, of Magomeni Kagera, P. O. Box 75587 Dar Es Salaam, hereinafter referred to as the "**The Proprietor**" of the one part

And

Edward Paul Mshani, of Plot No. 32, Msingwa Street, Kinyerezi, Ilala, Dar Es Salaam, a registered pharmacist under the Pharmacy Act, hereinafter referred to as "**The Superintendent Pharmacist**" of the other part.

WHEREAS;

WHEREAS:

- i. The Proprietor intends to operate a pharmacy business under the provisions of the Pharmacy Act;
- ii. The Superintendent Pharmacist agrees to supervise and manage the pharmacy in accordance with legal and professional standards;

NOW, THEREFORE, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows: -

1. DEFINITIONS

In this contract

- (a) "Contract" shall mean this document and all the attachments including any variations or amendments made from time to time.
- (b) In this contract the words "including" and "includes" are not intended to be limiting.
- (c) Reference to section by number is to sections of this contract.
- (d) "Services" Shall mean the work to be carried out by the Superintendent Pharmacist hereunder or such other work as the business may at its sole discretion decide to allocate to the Superintendent Pharmacist.
- (e) "In writing" shall mean any communication sent by letter, calls, phone messages or e-mail.
- (f) The headings in this contract are for guidance only and shall not affect the construction.
- (g) Where the context permits singular shall include plural and male shall include female and vice versa.

KIKHO PHARMACY

2. OBLIGATIONS OF THE PARTIES

2.1 Duties of the Proprietor

The Proprietor agrees to:

- i. Ensure this contract meets all statutory, legal, and regulatory requirements and standards.
- ii. Comply with all provisions of the Pharmacy Act, regulations from the Pharmacy Council, and all relevant national laws.
- iii. Maintain pharmacy premises and pharmaceutical properties in compliance with good pharmacy practices (GPP).
- iv. Recruit only qualified pharmaceutical personnel duly recognized by the Pharmacy Council.
- v. Allocate sufficient financial resources for the modification, rehabilitation, and proper maintenance of pharmacy infrastructure.
- vi. Implement professional advice provided by the Superintendent Pharmacist concerning pharmaceutical services.
- vii. Ensure all pharmaceutical services are rendered with the utmost care and diligence.
- viii. Maintain and securely manage all pharmacy records and documentation.
- ix. Promptly report cases of substandard service, misconduct, or absenteeism by the Superintendent Pharmacist to the Pharmacy Council.
- x. Procure and maintain essential pharmacy operation tools including but not limited to the superintendent logbook, PC logo, dispensing register, and ledgers.
- xi. Abstain from interfering in professional matters or hindering the Pharmacist's ability to execute pharmaceutical duties.
- xii. Ensure that all pharmaceutical procurement transactions are countersigned by the Superintendent Pharmacist.
- xiii. Perform other duties as directed by the Pharmacy Council.

2.2 Duties of the Superintendent Pharmacist

The Superintendent Pharmacist agrees to:

- i. Obtain and maintain all necessary licenses, authorizations, and permits from the Pharmacy Council and relevant authorities.
- ii. Establish a sound risk control system to ensure patient safety and manage pharmaceutical risks.
- iii. Provide full-time physical supervision over pharmacy premises and operations for at least 14 hours per week, a minimum of 2 hours per day of physical Supervision.

KIKHO PHARMACY

- iv. Ensure the pharmacy conforms to accepted standards regarding safe storage, dispensing, sale, and supply of pharmaceutical products.
- v. Manage all technical and professional aspects of the pharmacy.
- vi. Supervise pharmaceutical personnel and ensure all daily operations are legally compliant.
- vii. Verify and certify the qualifications and competencies of all employed staff.
- viii. Deliver high-quality pharmaceutical care including patient counselling and services.
- ix. Maintain, update, and securely manage all required pharmacy records in accordance with GPP.
- x. Develop and implement protocols for proper disposal of expired or unused medical and pharmaceutical products.
- xi. Ensure the availability of up-to-date pharmaceutical reference materials for staff use.
- xii. Report any unprofessional conduct or malpractice by the Proprietor to the Pharmacy Council.
- xiii. Ensure the availability and maintenance of operational tools (logbook, PC logo, dispensing registers, ledgers, etc.).
- xiv. Enforce dress code by ensuring all staff wear white coats and identification name tags.
- xv. Establish and lead a functional and organized internal pharmacy management body.
- xvi. Display all legal and professional certificates (business permit, premises license, Superintendent certificate, etc.) prominently.
- xvii. Ensure medicines and medical supplies are properly arranged, labelled, and stored.
- xviii. Perform any other duties mandated by the Pharmacy Council.

3. REMUNERATION

- 3.1 The Superintendent Pharmacist shall be entitled to a monthly net salary of TZS 800,000 payable on a monthly basis through bank transfer, not later than the 5th day of the following month.
- 3.2 A quarterly performance-based bonus of up to 10% of the gross salary shall be awarded based on key performance indicators (KPIs).
- 3.3 Remuneration will be reviewed annually based on business performance and inflation adjustments.
- 3.4 Statutory deductions including PAYE, social security contributions, and any loan repayments shall be applied.

4. MONTHLY PERFORMANCE REPORTING

KIKHO PHARMACY

- 4.1 The Superintendent Pharmacist shall submit a monthly summary report covering professional performance, staff conduct, operational compliance, and incident logs. The Proprietor shall review and retain such reports for at least 24 months.
- 4.2 Failure to submit the monthly report should trigger progressive action, including reminders, warnings, performance review, possible penalties, and ultimately suspension or termination, with all steps documented and retained for 24 months.

5. STAFF CONTROL AND DISCIPLINE

- 5.1 All technical and pharmaceutical decisions shall be under the authority of the Superintendent Pharmacist.
- 5.2 Employment and disciplinary matters related to staff shall remain under the control of the Proprietor, in consultation with the Superintendent.

6. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from any third-party claims, losses, or liabilities arising out of or related to breach of this Agreement or violation of applicable laws.

7. TERMS AND TERMINATION

- 7.1 This Agreement shall remain valid for a period of twelve (12) months from the date of signing and it shall renew automatically on a yearly basis unless terminated by either party.
- 7.2 Any Party wishing to give notice of termination of this agreement shall give the other Party one-month advance notice. The notice period does not commence until actually received by the other Party. Notice of termination shall be given in writing stating the reasons for termination and the date on which the notice is given.
- 7.3 During the notice period, the Superintendent Pharmacist shall continue to discharge all duties and receive regular remuneration.
- 7.4 During notice period, The Superintendent Pharmacist shall handover all documents, papers, records, both original and copies thereof, including letters, notes, data and any materials in your possession or custody belonging to the business to ensure a smooth transition of duties and responsibilities. If fail to complete the handover during the notice period, the business shall be fully entitled to require and compel you to stay **two (2) more weeks** after the notice period has ended to complete the hand over.
- 7.5 Upon the termination of this contract agreement, The Superintendent Pharmacist shall return to the business all property; documents and papers, records, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, item and material in The

KIKHO PHARMACY

Superintendent Pharmacist possession or custody belonging to the business or under control relating to employment or to clients' business affairs.

7.6 Upon termination of the contract of employment, the Proprietor must furnish the Superintendent Pharmacist with a prescribed certificate of service and any benefits accrued up to the date of such termination.

7.7 The Contract shall be terminated upon the following: -

- i. When the Superintendent Pharmacist attains the normal retirement age.
- ii. Upon the death of the Superintendent Pharmacist
- iii. On medical grounds
- iv. Superintendent Pharmacist is charged with a felony crime
- v. Superintendent Pharmacist commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
- vi. Superintendent Pharmacist fails to perform his or her duties in a competent manner;
- vii. Superintendent Pharmacist violates his or her duties of confidentiality and/or non-competition under this agreement;
- viii. Superintendent Pharmacist commits any act or acts that harm the Company's reputation, standing, or credibility within the community (ies) it operates or with its customers or suppliers;
- ix. Superintendent Pharmacist fails to perform the duties assigned to him or her for any reason;
- x. Total unacceptable work performance or behaviour or consistent below average performance despite at least two written warning.
- xi. Being under influent of alcohol or drugs whilst at work or consuming alcohol or drugs whilst on duty.
- xii. Other serious breaches of firm's rules or police, which have the effect of causing an irretrievable breakdown in the employment's relationship.
- xiii. The disciplinary committee should conduct fair Investigation and a fair hearing before any action is taken by the management
- xiv. Any other legal reason.

8. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this contract shall be resolved amicably through negotiation. If a resolution cannot be reached, the dispute shall be referred to arbitration in accordance with Tanzanian law.

9. LEGAL COMPLIANCE AND PENALTIES

9.1 Operating a pharmacy without a registered Superintendent Pharmacist constitutes a criminal offense under the Pharmacy Act.

KIKHO PHARMACY

9.2 In such an event, the Proprietor shall be liable to legal action, including but not limited to license revocation, fines, or prosecution.

9.3 Any resignation, incapacitation, or absence of the Superintendent Pharmacist for a period exceeding fourteen (14) days must be reported to the Pharmacy Council.

9. Governing Law

This contract shall be governed by the laws of the United Republic of Tanzania and all legal action arising out of this Contract shall be conducted in Tanzania.

10. Entire Contract

10.1 This is the entire contract between the parties and any modifications or additions to this contract must be made in writing and signed by both parties.

10.2 This Contract constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or Contracts, whether written or oral.

10.3 This Contract is in two copies, one for each party, with equal effect.

11. ANNEXES

This Agreement includes the following annexes, which form an integral part of this contract:



- Annex A: Copy of Business License and Pharmacy Registration Certificate
- Annex B: Copy of Superintendent Pharmacist License
- Annex C: List of Hired Pharmaceutical Personnel
- Annex D: Reference Materials Inventory Checklist
- Annex E: Signed SOPs (Standard Operating Procedures)

KIKHO PHARMACY


12. Acceptance of offer

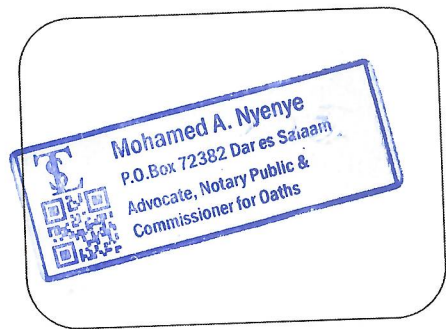
This contract shall not become binding unless and until signed by The Proprietor and the Superintendent Pharmacist.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Party	Full Name	Signature	Date
Proprietor	KIKHO PHARMACY		01/06/2025
Pharmacist	EDWARD PAUL MSHANI		01/06/2025

Witnessed by:

Name: MOHAMED A. NTENTIE
Address: P.O. Box 72382,
Signature: 
Designation: ADVOCATE
Date: 01st JUNE 2025.



PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0102519

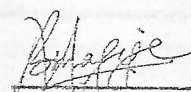
This is to certify that the premises owned by M/S Kikho Pharmacy of P.O.Box 75587 Dar es Salaam located at Kagera Street, Magomeni Ward, Kinondoni Municipality/District in Dar es Salaam Region has been registered for Retail Only to sell pharmaceutical and related products with Facility Identification Number (FIN) 0102519

Issued in: March 2023

Expires on: 30 June 2029

14-06-2024

DATE:


SIGNATURE OF REGISTRAR
AND STAMP

CONDITIONS

1. The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered
2. This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises
3. Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council
4. This certificate is non transferable to other premises or to any other person
5. Both certificate and business permit shall be displayed conspicuously in the registered premises





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

EDWARD P MSHANI

PIN NO: 0102390

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: 22 April 2021

Expires on: 31 December 2025

**Registrar
Pharmacy Council**

