

## THE UNITED REPUBLIC OF TANZANIA



#### MINISTRY OF HEALTH

#### PHARMACY COUNCIL

NOTIFICE FOR CHANGE OF MANAGEMENT OR PHARMACELITICAL PERSONNEL OF A

Change	rs to be Made Superintendent Other Pharmaceutical Personnel
	COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER E PHARMACY.
A.1. DE	ETAILS OF THE PHARMACY OF THE PHARMACY PHARMACY Facility Identification Number (FIN) 0103 458
Name	of the Pharmacy Thinking Plinking Facility Identification Fault II
Street.	KAGONALA Ward KAGONGALA Desichtunopal HAHATTA Region
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Full Na	Aendelce na matibabel.
Remark	Ruit PETER MAKAMBAJEMPHON Number 0754653705  Aénitele na matibabu.
B. TO BE C	COMPLETED BY THE OWNER ONLY
8.1. NE	W SUPERBITENDENT I OTHER PHARMACEUTICAL PERSONNEL 217488/ 25 y changedonit/ 8@gmail.c
Full Nam	W YOHAMA E CHISKIEL PINOIDS & CPHONE NUMBER
Physical	Russele Ward Kambarage Dismananiches Shinyanga dishit Region Shinyanga
Street	Musselle Ward ramany -
Details of	Previous pharmacy pharmacy FN0100757 DoundMaragen Nyamagan Rogion Stringanga Mwa
Name of	Pharmacy
044	ALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL
	A AMERICA (To be ellerfelis)
-	Comings of construction cartiacase and vaso scenario to pracaca
(4)	Contract Agreement/MOU
(=)	Commitment Letter
3000	
	ICIAL USE ONLY
BUSPECTI	CHIREGISTRATION OR ZONAL OFFICE
Recomme Full Name	
. NOTE;	scoules the services of another superintendent/ Other Premisosulcal Personnel within the manifement time
frame when	d tend to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

	This Agreement is made on this 5th day of March 2025
	BETWEEN
	RUTH PETER MAKANBAJEK(Name) of P.O.BOX Region SHINYANGA
	(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.
	AND
	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 establish and operate a business of a pharmacist styled as Pharmacy.
ANE	NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;
	nterpretation: '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 arried on by a person in relation to medicines, medical devices or herbal medicines;
р	Pharmacy" means any approved premises wherein or from which any services pertaining to the ractice of a pharmacist is provided, and shall include a community Pharmacy, consultant harmacy, institutional Pharmacy or wholesale Pharmacy.
	Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal

"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

y.
2. Duration of Agreement This Agreement shall be effective for a period of twelve (12) months, commencing from the day of
3. Commencement of Supervision  The superintendent shall commence management and supervision of the above named Pharmacy on the $5^{th}$ day of $m_{arch}$ 20 2 5
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. 700,000/= payable monthly to the
SUPERINTENDENT upon discharging his duties and functions as per this Agreement.  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 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 pharmaceutica properties are maintained in high level at all times.
4.1.5 Hire pharmaceutical personnel for providing services or dispensing personne

4.1.7 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and

recognized by the Pharmacy Council.

maintaining the modern pharmacy practice.

- 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 are 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 obtain from the Pharmacy 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.
- 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.

- 4.2,6 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 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 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

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

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of one (1) 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.
- 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.

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

and in the manner herein after appearing.
Signed and delivered by the parties at thisday ofday of
By the said KUTH PEGER MAKEMBETEKI
Who is known to me personally/ Introduced to me by AGARA BAWARA
This O5 NH day of MARCH 20.21 PROPRIETOR
This 05 1 day of MARCH 20.25 PROPRIETOR  The presence of:  Name: Samuel Bomptoce  Designation: Signature:  Date: 05 03 2025
By the said YOHONA EMMONUEL GABRIEL
Who is known to me personally/
Introduced to me bythe latter known to me personally
This 05% day of MARCH 20.25 SUPERINTENDENT
Name: Samuel Bomphace  Designation: DS 03 2025  Date: DS 03 2025



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### THE UNITED REPUBLIC OF TANZANIA

## THE PHARMACY COUNCIL

## CERTIFICATE OF FULL REGISTRATION

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

Togishar

Full Name Yolvana E. Gabriel

\*H 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	1818 18 180		Qualification	Place and Date of Qualification
PIN.	Date	of Birth	Nationality	Address	Quanticution	oy granyreanen
	2023	1996	127			あい.
0103425	Fobruary,	February,	night	2× 17 мяа	tor of wary	Almimbiti University Health and Allied Boveroes 2021
	2 md	44.	Танганіян	P.O. Box 1 Shinyanga	Bachelor (Pharmany	M.whimbihi Headth and Bovences

Date 15th February 2023

REGISTRAR

NOTES: (1) This certificaate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and 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.



# 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

YOHANA E GABRIEL

PIN NO: 0103425

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:02 February 2023

Expires on:31 December 2025

Registrar Pharmacy Council





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



#### BARAZA LA FAMASI



com

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 YOHANA C GABAICPIN 0103425
2. Namba ya simu 2717458165 barua pepe yahana gabart 3@ grant.
3. Tarehe ya mwisho kuhuisha jina (Retention)30 1.1.2.1.1014
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) □NDIYO, Stakabadhi Na □ HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi Johana E Gobird mwenye
taaluma ya dawa ngazi ya Shahada nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo  Tagambaga Pharmacy  FIN 0103458 lililopo katika  Wilaya ya Kahama Mkoani Shingangab  Sahihi Tarehe 05/03/12025  Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
Wanataaluma waliopo katika halmashauri ninayosimamia  Muhuri KNY: DMO  Muhuri KNY: DMO  Muhuri KNY: DMO  Tarehe  SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  Ithibitishwe na: Afisa Mtendaji
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata) JEKOME J' LULOME L' KAGONAJIVA
Nathibitisha kwamba Ndugu fottana E. CABRIEL
Nathibitisha kwamba Ndugu FoHANA E, CABRIEL anaishi Muhuri Iangu mtaa/kijiji KAGON GW4, kuanzia mwaka 2024, Mtendaji ENDAGNI
Sahihi Afisamtendaji  Tarehe  1907-1909  Tarehe  Tarehe