FCF. 17

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

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** [ ]

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: ANITA MEDICARE PHARMACY Facility Identification Number (FIN): 0100797

Physical address:

Street: Tabata KIMANGA Ward: TABATA District/Municipal: ILALA Region: DAR-ES-SALAAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: GRACE J. MALLANGE PIN: 0100890 Phone: 0659418740

Address: 14089 DSM Email: salace20050@yahoo.com

A.3. REASON(s) FOR CHANGE

OFFICE REGULATIONS.

Time frame of notification: (As per Contract) 3 MONTHS Signature: [signature] Date: 01/08/2023

A.4. OWNER'S DETAILS

Full Name: IRENE UWAY Phone Number: 0716533286

Remarks: End of contract by resignation.

Signature: [signature] Date: 1/10/2023

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: MARTHA MARTIN HAULE PIN: 237.. Phone Number: 0629091426 Email: marthahaule26@gmail.com

Physical address:

Street: STOP OVER Ward: SARANGA District/Municipal: UBUNGO Region: DAR-ES-SALAAM

Details of Previous pharmacy:

Name of Pharmacy: IMELDA PHARMACY FIN: 0102219 District/Municipal: ILEMELA Region: MWANZA

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.

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..MARTHA MARTIN HAULE PIN ..2278
2. Namba ya simu..0629091426 barua pepe ...marthahaule25@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)*..DECEMBER 2023
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.....MARTHA MARTIN HAULE..... mwenye taaluma ya dawa ngazi ya .....MFAMASIA..... nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ...ANITA PHARMACY..... ..... FIN ..0100797... lililopo katika Wilaya ya .....ILALA..... Mkoani ...DAR ES SALAAM..... Sahihi .....[signature]..... Tarehe ....4/03/2024.....

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma hajwa ni **miongoni/ si miongoni** mwa wanataaluma waliopo katika halmashauri inayosimamia

Jina na Sahihi .....[signature]..... **Tarehe**.....06/03/2024.....

Muhuri KNY: DMO
For CITY MEDICAL OFFICER OF HEALTH
D.S.M. CITY COUNCIL

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)..MALTA MGOMI..... Kata ya..SARANGA.....

Nathibitisha kwamba Ndugu..MARTHA MARTIN HAULE.....anaishi langu mtaa/kijiji..STOP-OVER.....,kuanzia mwaka...2023.....

Sahihi Afisamtendaji

.....[signature].....

Tarehe 05/03/2024

Muhuri Mtendaji
AFISA MTENDAJI KATA YA SARANGA
HALMASHAURI YA MANISPAA YA UBUNGO
MAR 2024
SAHIHI
DAR ES SALAAM

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 1st day of March 2024.

IRENE PETER SWAI natural personal and herein operates a pharmacy known as ANITA PHARMACY located at Tabata Kimanga, Dar es Salaam (hereinafter referred to as the ***PROPRIETOR***) the expression which includes his assignees, agents of his legal representative of his business.

AND

MARTHA HAULE of P.O.Box 3592 ..... Dar es Salaam a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the ***SUPERINTENDENT***).

RECITALS:

A. ***WHEREAS*** the Proprietor has establishes and operates a business of a pharmacist which is a regulated business under the Act.

B. ***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 this business.

C. ***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;

D. ***WHEREAS*** the proprietor and superintendant 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 NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Duration of Agreement**
   This Agreement shall be effective for a period of twelve (12) months, commencing from the 1st day of day of March 2024 to 28th day of February 2025.

2. **Commencement of Supervision.**
   The superintendent shall commence management and supervision of the above-named Pharmacy on the 1st day of March 2024.

3. **Obligation of the Parties:**

   3.1 The Proprietor:

The proprietor shall have the following duties and responsibilities:

3.1.1 The ***PROPRIETOR*** shall pay Monthly salary/emoluments of TZS (800,000/-) only 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.

3.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later the 1st day of the following month.

3.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

3.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

3.1.5 Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

3.1.6 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practices.

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

3.1.8 Shall ensure pharmaceutical services are provided with due care.

3.1.9 Shall ensure all owner records are maintained and managed well.

3.1.10 Shall ensure availability of all necessary reference and offer relevant materials necessary for provision of pharmaceutical services and operations.

3.1.11 Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Superintendent.

3.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintended log book, PC logo, dispensing register, ledgers etc.

3.1.13 Shall not interfere with the performance of professional matters in the premises of cause non-performance of professional services in the pharmacy.

3.1.14 Shall ensure all purchase or procurement and deliverables of pharmacy items is signed by a superintended.

3.1.15 Perform other duty as the Council may determine from time to time.

3.2 The Superintended;
At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Superintended shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

The superintended shall have the following duties and obligations:-

3.2.1 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.

3.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 day of the week, though full time pharmacist is more preferable.

3.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

3.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.

3.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.

3.2.6 Shall facilitate capacity building to all pharmaceutical personnel he/she supervises in the pharmacy.

3.2.7 Shall provide pharmaceutical service with duty care.

3.2.8 Shall ensure at proper records are maintained and managed in good pharmacy practice.

3.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

3.2.10 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

3.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place i.e Superintended logbook, PC logo, dispensing register, ledger etc.

3.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

3.2.13 Shall establish a well organized management body of the pharmacy of which he supervises.

3.2.14 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.

3.2.15 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice.

3.2.16 Shall perform any other duty as the Council may determine.

4. 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 subtracted 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.

5. Dispute Settlement

5.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

5.2 If amicable settlement becomes impossible, then an aggrieved party may seek legal remedy.

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

7. The Pharmacy Council will accept additional clauses, but the 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 IRENE PETER SWAI**
who is known to me personally/introduced to me by
.....
the latter known to me personally
.....
this ....1st.... day of March 2024

.....
PROPRIETOR

In the presence of

Name : ..... KAROLI VALERIAN TARIMO

Designation : ..... ADVOCATE

Signature : .....

Karoli Valerian Tarimo
Box 14277 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

SIGNED and **DELIVERED**
By the said **MARTHA HAULE** who is
known to me personally/introduced by
.....IRENE SWAI.....
the latter known to me personally
.....
this ....1st.... day of March 2024

.....
SUPERINTENDENT

In the presence of

Name : ..... KAROLI VALERIAN TARIMO

Designation : ..... ADVOCATE

Signature : .....

Karoli Valerian Tarimo
Box 14277 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

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THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

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

Full Name ..... Martha M. Haule .....

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.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN.	Date					
0102878	11th February, 2022	19th October, 1996	Tanzanian	P.O. Box 1464 Mwanza	Bachelor of Pharmacy	Catholic University of Health and Allied Sciences 2020

Date 17th February 2022

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 referene 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.

GP - DSM