



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

**Pharmacy Council**

Exchequer Receipt

**Stakabadhi ya Malipo ya Serikali**

Receipt No : **924067237111708**

Received from : FIDELIS PHARMACY

Amount : 50,000.00

Amount in Words : Fifty Thousand TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 142202540104 - Application for change of name/ ownership - NOTICE FOR CHANGE		50,000.00
Total Billed Amount :		50,000.00 (TZS)

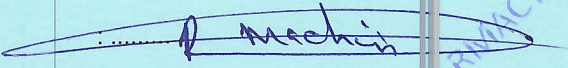
Bill Reference : 16213067240102133420

Payment Control Number : **991620241680**

Payment Date : **2024-03-07 13:07:16**

Issued by : Zena Mango

Date Issued : 2024-03-07 13:09:33

Signature 

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

PCF. 17



59000/F  
E. Kung

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... FIDELIS PHARMACY Facility Identification Number (FIN)... 0100510  
Physical address: KWA KABUNIA Ward... SABASABA District/Municipal... TEMERE Region... DAR-ES-SALAAM  
Street... KWA KABUNIA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name... NICHOLAS LINDS MBUNDA PIN... 0101172 Phone... 0712601461  
Address... TABATA SEGGERA Email... nicks2nyki@yahoo.com

A.3. REASON(S) FOR CHANGE

Changing of working place by superintendent to Mbeya  
Time frame of notification: (As per Contract) Immediately Signature... Date... 01/03/2024

A.4. OWNER'S DETAILS

Full Name... SIMANGO FIDELIS MANGRO Phone Number... 0759-859532  
Remarks... WE REACHED A MUTUAL AGREEMENT FOR TERMINATION OF A CONTRACT.  
Signature... Date... 02/03/2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name... KASTULI ALOYCE PAULO PIN... 0103314 Phone Number... 0769973966 Email... kastulipaulo28@gmail.com  
Physical address: KIPERA Ward... KITUNDA District/Municipal... ILALA Region... DAR-ES-SALAAM  
Street... KIPERA  
Details of Previous pharmacy: NIL  
Name of Pharmacy... NIL District/Municipal... NIL Region... NIL

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... KASTULI ALOYCE PAULO PIN 0103614
2. Namba ya simu... 0769 973 166 barua pepe kfulipaulo@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)... 2024
4. Je, umehuisa 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. EC102053168866IP ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... KASTULI ALOYCE PAULO mwenye  
taaluma ya dawa ngazi ya DEGREE nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
FIDELIS PHARMACY FIN 0100510 lililopo katika  
Wilaya ya TEMBEKE Mkoani DAR-ES-SALAAM  
Sahihi Kamsa Tarehe 06/03/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi YONGA BINDAL Tarehe 6/3/2024

Muhuri KNY:  
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) THERESIA M NJAU Kata ya KISUKURY

Nadhibitisha kwamba Ndugu KASTULI ALOYCE anaishi

langu mtaa/kijiji KISUKURY, kuanzia mwaka 2019

Sahihi Afisamtendaji

Tarehe

07/3/2024

Muhuri  
Mtendaji

AFISA MTENDAJI  
ATA YA KISUKURY

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made 01 day of MARCH 2024

## BETWEEN

FIDELIS PHARMACY (Name) of P.O. Box 2824 Region DAR ES SALAAM

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

## AND

KASTULI ALOYSCE PAULO a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter to as the a 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 of 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 pharmacist at the terms and conditions ad hereinafter appearing;

**WHEREAS** the Parties agree to establish and operate a business of a pharmacist styled as FIDELIS RETAIL PHARMACY Pharmacy.

## AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

### 1. Interpretation:

"Act" means the Pharmacy Act, Cap 311

"Agreement" means the Agreement between the parties the 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;

"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.

**"Proprietor"** means an owner of Pharmacy and includes his assignees, agents or his legal representative.

**"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 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 twelve (12) months. Commencing from the 01<sup>st</sup> day of MARCH 2024 to 31<sup>st</sup> day of MAY 2025.

## **3. Commencement of Supervision**

The superintendent shall commence management and supervision of the above named pharmacy on the 01<sup>st</sup> day of MARCH 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 salary/emoluments of TZS 800,000/- 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<sup>st</sup> 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 pharmaceutical properties are maintained in high level at all times.

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

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



- 4.1.7 Follow up and implement no matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 Shall ensure pharmaceutical services are provided with due care.
- 4.1.9 Shall ensure all proper records are maintained and managed well.
- 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, services 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 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 requires 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 personal work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- 4.2.6 Shall facilities capacity building to all pharmaceutical personal that supervises the pharmacy
- 4.2.7 Shall provide pharmaceutical services with due care.
- 4.2.8 Shall ensure all proper 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 Shall 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
- 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 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 submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Register 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 clause 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 the Mediation and Arbitration.

## 7. Costs

The Proprietor shall meet the cost of drawing up this Agreement.

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

9. 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.

Signed and delivered by the parties at this 01<sup>st</sup> day of MARCH 2024



**SIGNED and DELIVERED**

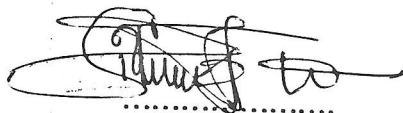
By the said SIMANGO FIDELIS

Who is known to me personally .....

Introduced to me by .....

..... the latter known to me personal

This 01<sup>st</sup> day of MARCH 2024



**PROPRIETOR**

**In the presence of:**

Name: P. KOMBA

Designation: MAGISTRATE

Signature: OP

Date: 07/3/2024



MAKOME MFAWIDHI  
MAHAKAMA YA MWANZO  
JAMIA YA KALALA

**SIGNED and DELIVERED**

By the said KASTULI ALOYCE PAULO

Who is known to me personally/.....

Introduced to me by .....

..... the latter known to me personal

This 07<sup>th</sup> Day of MARCH 2024

Kama

**SUPERINTENDENT**

**In the presence of:**

Name: P. KOMBA

Designation: MAGISTRATE

Signature: OP

Date: 07/3/2024



MAKOME MFAWIDHI  
MAHAKAMA YA MWANZO  
JAMIA YA KALALA