

#### THE UNITED REPUBLIC OF TANZANIA

#### MINISTRY OF HEALTH

# PCF. 17

#### 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. 247)

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, KIBO PHARMAY Facility Identification Number (FIN) D 100757 Physical address: Ward NIROUGO DistrictMunicipal NYAMAGAPA Region MYUANZA A 2 DETAILS OF SUPERINTENDENT/OTHER PHARMAGEURICAL PERSONNEL.
Full Name ENILLANA MKWA7A JANES PIN 0103 (40 Prione 0678 90 5.5 9.3
Address 1464 MVAPA Email CM: Lampan W Yorker Cont AL REASON FOR CHANGE CLAME THE PHARMAN DOES NOT MAKE EPOUGH MOUST TO PAY MOPTHY JALARY LEADING TO DELAY JA LARY PAYMENT. Time frame of notification: (As per Contract) 005 MouTi Signature Forcy Date 11 (02 12025 A.4. OWNER'S DETAILS TLL Phone Number Full Name J CS CA Remarks Signature 7 18 Date 16 07 20 B. TO BE COMPLETED BY THE OWNER ONLY B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name NA LENTINE NALENTINE PIN DIOST-76 Phone Number 014334282 Email (Valentina 2-776 armail . ca-Physical address: Street ... SAGARA Ward UMGARA District Municipal (M102NG W) Region MWANZA Details of Previous pharmacy: Name of Pharmacy DT MIA FIN District/Municipal 1-1/1/1/A Region MWANIZA 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) Convnitment Letter C. FOR OFFICIAL USE ONLY INSPECTION/REGISTRATION OR ZONAL OFFICE Full Name D. NOTE: Failure to acquire the services of another superintendent/ Other Pharmeosuscal 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
MEAMASIA TEUNDI DAWA SANIFU TEUNDI DAWA MSAIDIZI PHARM. DISP
1 Jina la mwanataaluma. VALENTINE GIVEN VAENTINEPIN 0103776
2. Namba ya simu 0683262312 barua pepe antrofine ancomul com
Tarehe ya mwisho kuhuisha jina (Retention)
4 Je umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
( III 37 Ether Humbselevernedus registration/onarmacist-
) li∂ŃDIYO, Stakabadhi Na □ HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
MIMI VALENTINE SIMON VALENTINE mwenye
taaluma ya dawa ngazi ya DEGREE nakiri kwamba nitafanya
kazi yangu ya kitualuma katika jengo la kutolea huduma ya dawa liitwalo KIBO PHARMACY FINOLOG757 lililopo katika
Wilaya ya NYAMAGANA Mkoani MWANZA
Sanini Tarehe 15th September 2025
Utnibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
Wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Brum am J. J. M. H. Tarehe 15 09 TO KIN WA JIJI
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Imbitishwe na. Afisa Mtendaji
Jina la mtendaji (Kata) DISMAS MADAPID Kata ya USACARA
Nathibitisha kwamba Ndugu WILENTINE AMON VALANGTAISHI Muhuri
WESTER MENDA
Sanihi Afisaintendaji Tarehe  15 / 09/2004

# AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

-	This Agreement is made on this 15thday of _September20.25					
Ŋ	111.75 (2007) (2007) (2007)					
7.	BETWEEN					
<	(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.					
	AND					
ī	VALENTINE SIMON VALENTINE a registered pharmacist in charge					
	who 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 theprofessional 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.					
	AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;					
	1. Interpretation:					
_	"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 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 wholesalePharmacy.					

"Proprietor" means an owner of Pharmacy and includes his assignces, 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 the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

CXISICITIC	~ 01 11					
2. Du	ration	n ofAgreement		six (6)	)	
This Agreement shall be effective for a period of twelve (12) months, commencing from						
the_1	5.10	day of soplember 20	26.	to 15th	day of	
3. Cc	omme	ncement ofSupervision			andsign of the above named	
The sup Pharma	perinte acy on	endent shall commence m the <u>IC</u> th。day of	supleto	ber 2025	ervision of the above named	
4. O	bligat	ion of theParties:				
a. The	Prop	rietor:				
		tor shall have the follow	ing duti	es and resp	oonsibilities; -	
1.	The	PROPRIETOR shall	pay	Monthly	salary/emoluments of TZS. payable monthly to the	
	SUPE	ERINTENDENT upon disc	harging	his duties a	nd functions as per this Agreement.	
<ol> <li>Thesalary/emolumentsshallbenetofanyapplicabletaxesandordeductibleemployment benefits and shall be paid monthly and no later than the 1<sup>st</sup> day of thefollowing month.</li> </ol>						
III.	Com	ply with the Laws, Regulat macy Council and other re	ions, Gu levantau	idelines and thorities.	standards prescribed by the	
iv.	<ol> <li>Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at alltimes.</li> </ol>					
	by th	e PharmacyCouncil.			es or dispensing personnelrecognized	
vi.	<ul> <li>Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacypractice.</li> </ul>					
vii.	<ol> <li>Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceuticalservices.</li> </ol>					
viii.	ii. Shallensurepharmaceuticalservicesareprovidedwithduecare.					
ix.	Sha	Il ensure all proper records	are ma	intained and	managedwell.	

- x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- Shall cooperate with the Pharmacy Council on proper practice affairs whenever the need arise.
- Shall purchase and ensure availability of all necessary tools for pharmacy operations are inplace, i.e Superintendentlogbook, PClogo, dispensing register, ledgersetc.
- xiii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in thepharmacy.
- xiv. Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by asuperintendent.
- xv. Perform any other duty as the Council may determine from time totime.

### b. TheSuperintendent;

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: -

- Shall obtain from the Pharmacy Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy withinthe standards and conditions as contained in any written law that regulate and control the business of apharmacist.
- Shallas much as possible ensurephysicalsupervisionofthesaidpremises. Full time pharmacist is morepreferable.
- Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at alltimes.
- Shall manage and undertake all technical and professional matters in thepharmacy.
- Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to thelaw.
- vi. Shallfacilitatecapacitybuildingtoallpharmaceuticalpersonnelthatsupervisesthe pharmacy.
- vii. Shall provide pharmaceutical service with duecare

- viii Shall ensure all proper records are maintained and managed in accordance to good pharmacy practices territorids
  - x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are inplace.
  - Shall report to the Pharmacy Council on any malpractices or violations done bytheProprietor.
  - xi. Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgersetc.
  - xii. 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 theoremises.
  - xiii. Shall ensure medicines, medical supplies and other pharmacy items are preperly enanged and hept in compliance with good pharmacy practicestandards.
  - xiv. Shall perform any other duty as the Council maydetermine.

## 5. Termination

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

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of One (1) month to the other party of his intention to terminatethis 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. DisputeSettlement

- a. In the event of dispute in connection with this agreement both parties will make every effort to resolve the matteramicably.
- If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 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 theparties.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on thedate and in the manner herein after appearing.

By thesaid J. C. S.C. D J. uli ul	
Whoisknowntomepersonally/	
Introducedtomety	
This 15 dayor September 20.25	PROPRIETOR
In the presence of:	
Muld I will ( )	
Designation: MAVO CONT CONTROL OF THE SIGNATURE Signature:	
Signature:	nce
Date: 15/09/2025	
13.1. Same	' //
SIGNED and DELIVERED	
By thesaid VALENTINE SIMON VALENTINE	
Whoisknowntomepersonally/	.7
Introducedtomeby	Me
This 15th dayor September 2085	Junen
This 45" dayor September 2025	SUPERINTENDENT
	<u> </u>
In the presence of:	
Name: And Luxus Purcout	
Designation: MSJOUTTE	
Signature:	
Date: 15 /09/ 2020	
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I BAR	v



# 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)

Hitereby Centify that

#### VALENTINE SIMON VALENTINE

PIN NO: 0103776

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 21 June 2024

Expires on:31 December 2025

Registres Pharmacy Council



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