

THE UNITED REPUBLIC OF TANZANIA



MINISTRY OF HEALTH



PHARMACY COUNCIL



NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A PHARMACY

(Regulation 12(8) of the Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)
P.O. Box 93, DAR ES SALAAMChanges 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 MISITU PHARMACY Facility Identification Number (FIN) 0103030
Physical address:
Street MISITU Ward MUGUMU District/Municipal SERECHETI Region MARA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name BIKOLIMADA SARI B PIN 0102684 Phone 0759828172
Address P.O. Box 10824 MWANZA Email bikolimadasari@gmail.com

A.3. REASON(s) FOR CHANGE

Failure to pay monthly allowance
Time frame of notification: (As per Contract) 1 Month Signature [Signature] Date 27/9/24

A.4. OWNER'S DETAILS

Full Name GIMAGE Juma MUKWABE Phone Number 0757244161
Remarks [Signature]
Signature [Signature] Date [Signature]

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name LEONARD GILW FULU PIN 0102484 Phone Number 0883897119 Email fulu@leonor@gmail.com
Physical address:
Street MUSANGWA Ward MUSANGWA District/Municipal MUSOMA Region MARA
Details of Previous pharmacy:
Name of Pharmacy IPM Pharmacist IPM FIN 0103030 District/Municipal SERECHETI Region MARA DGR-ES-12444

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

PHARMACY COUNCIL
(Made under regulation 4(1))



COMPLAINT FORM

To be filled by the complainant and submitted to the Office of the Registrar)

1. Personal Details: BIKOLIMANA SABIBI
Name:

Address: P.O. BOX 10884 MWANZA

Phone number (s): 075 9828172

2. Are you the complainant? Yes ☒ No ☐

3. Are you complaining on someone else behalf? Yes ☐ No ☒

If 'Yes' what is your relationship to the someone behalf?

Wife ☐ Husband ☐ Son ☐ Daughter ☐ Sister ☐ Brother ☐ etc

4. Details of the pharmaceutical personnel

Full name of each pharmaceutical personnel you are complaining about
The address of each pharmaceutical personnel work at (if you know) or the address where you were attended.

MISITU PHARMACY P.O. BOX 164, SERENGETI
MISITU STREET, MUGUUU, SERENGETI, MARA REGION

5. Give details of your complaint Please describe your complaint, and state exactly what happened and, if possible include dates, time and place of incident

Failure to pay monthly allowance

6. Do you have any documents (for example, letters or records) which might back up your complaint? If you do, please attach copies and list them below. If needed, we will return all original documents after taking copies.

7. Are there any other people who witnessed the acts you are complaining about? If yes, please give their names below, and how they were involved.

8. Are those people be prepared to make written statements? Yes ☐ No ☐

9. We are always try to deal with most complaints through correspondence but, if it becomes necessary, are you prepared to be a witness at an inquiry of your complaint? Yes ☒ No ☐

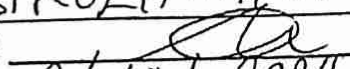
10. Have you complained to any other organization about this matter (example where the pharmaceutical personnel work?). If 'Yes', please say which organization you have lodged your complaint to.

11. Give us brief details of what happened to your complaint, and send us copies of any letters between you and that organization.

12. Declaration

I hereby certify that the information I have given in this form is complete and accurate, and I solemnly make this declaration, conscientiously believing the same to be true.

Name: BIKOLIMANA SABIBI

Signature: 

Date: 2/10/2024

BIKOLIMANA SABIBI
P.O.BOX 10884
ILEMELA ,
MWANZA.
PHONE NO:0759828172

THE REGISTRAR
PHARMACY COUNCIL
P. O.BOX 1277
DODOMA

Dear Registrar

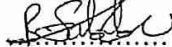
APP:TERMINATION OF CONTRACT OF PHARMACIST
[MISITU PHARMACY]

I BIKOLIMANA SABIBI with PIN 0102684 writing to notify the termination of contract with MISITU PHARMACY with PIN 0103030 located in plot No.595,Misitu Street, Mugumu , Serengenti District in Mara region .

Failure to pay monthly allowance being the reason for termination of contract.

Thank you for your time and consideration.

Sincerely,



Bikolimana Sabibi

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 29th day of DECEMBER 2024

BETWEEN

GIMASE JUMA MWIKWABE (Name) of P.O.BOX 164 Region MARA
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

LEONARD GALUS FULKO 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 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 MISITU 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 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 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 the 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 1st day of JANUARY 20 25 to 31st day of DECEMBER 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 1st day of JANUARY 20 25

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 1st 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 personnel 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 on 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.

- 4.1.9 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, 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.

- 4.2.8 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 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 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.

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 30th day of DECEMBER 2024

SIGNED and DELIVERED

By the said Leonard Fulu
Who is known to me personally/
Introduced to me by Leonard Fulu
.....the latter known to me personally
This 30 day of 12 2024

In the presence of:

Name: M. S. Mwaungu
Designation: Advocate
Signature: [Signature]
Date: 30/12/2024

[Signature]

PROPRIETOR

SIGNED and DELIVERED

By the said Leonard Fulu
Who is known to me personally/
Introduced to me by Leonard Fulu
.....the latter known to me personally
This 30 day of 12 2024

In the presence of:

Name: M. S. Mwaungu
Designation: Advocate
Signature: [Signature]
Date: 30/12/2024

[Signature]

SUPERINTENDENT



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

LEONARD G FULKO

PIN NO: 0102484

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





PCE. 54

00001076

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

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



Full Name

Leonard G. Futho

* 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 PIN	Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0102484	22nd April, 2021	20th March, 1995	Tanzanian	P.O. Box Dar es Salaam	Bachelor of Pharmacy	Machimbi University of Health and Allied Sciences 2019

Date 18th May 2021

REGISTRAR

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

MARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO
BARAZA LA FAMASI



SEHEMU 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... LEONARD GALUS FULKO PIN 0102484

2. Namba ya simu... 0683897119

3. Tarehe ya mwisho kuhuisha jina (Retention) 31/12/2023 barua pepe fulkobenedict@gmail.com

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. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... LEONARD GALUS FULKO mwenye

taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
MISIITU PHARMACY FIN 151127150 lililopo katika

Wilaya ya SERENGETI Mkoani MARA

Sahihi (Signature) Tarehe 04/12/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Benedict Nkwandu Tarehe 04/12/2024

Muhuri KNY:
DMO

KNY. NGANGA MKUU
MALMASHAURI YA WILAYA SERENGETI

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) BWLO J. KINANDA Kata ya KWANGWA

Nadhibitisha kwamba Ndugu LEONARD GALUS FULKO anaishi

langu mtaa/kijiji KWANGWA 1, kuanzia mwaka 11/2024

Sahihi Afisamtendaji

(Signature)

Tarehe

04/12/2024

Muhuri
Mtendaji

AFISA MTENDAJI
KATA YAKWA/GWL
MANISPAA YAMUSOMA