## THE UNITED REPUBLIC OF TANZANIA

### MINISTRY OF HEALTH



#### PHARMACY COUNCIL

## NOTIFICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A

(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Thamacy) GN No. 267)
Changes to be Made: Superintendent Other Pharmaceutical Personnel
OF THE PHARMACY.
Name of the Pharmacy ALASA PHORMACY Physical address: Street. MAROMEN!
A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Address
A O PRIM A CO CO.
A.S. REASON(s) FOR CHANGE Termination of the Contract
Time frame of notification: (As per Contract)SignatureDate
A.4. OWNER'S DETAILS Full Name AMIEL SAMUEL BUBENGWA Remarks Signature ASB Date 02/09/2005
B. TO BE COMPLETED BY THE OWNER ONLY
B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name HAPS A M. KHAMIS PIN. 0.10.3.13.1 Phone Number 0.7876473.7  Physical address: Street MANME Ward LWITT Details of Previous pharmacy: Name of Pharmacy: Name of Pharmacy FIN. District/Municipal Region.
B.2. QUALIFICATION DOCUMENTS OF THE NEW AND DISTRICT MUNICIPAL
B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL
<ul> <li>(i) Copies of registration certificate and valid license to practice</li> <li>(ii) Contract Agreement/MOU</li> <li>(iii) Commitment Letter</li> </ul>
C. FOR OFFICIAL USE ONLY
INSPECTION/REGISTRATION OR ZONAL OFFICE
Recommendations Full Name
D. NOTE; Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time  NB: Other pharmaceutical  NB: Other pharmaceutical
NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.



## THE UNITED REPUBLIC OF TANZANIA

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#### LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

HAFSA M KHAMIS

PIN NO: 0103131

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:04 November 2022

Expires on:31 December 2025

Registrar Pharmacy Council





#### 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. HAFSA M. KHAMIS PIN 0103131
2. Namba ya simu 0787649937 barua pepe harsawema @gmail com
3. Tarehe ya mwisho kuhuisha jina (Retention). 31 [12] 2025
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 HAFSA M. KHAMIS mwenye
taaluma ya dawa ngazi ya IN FAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
ACASA PHARMACY FIN 0100761 lilitopo katika
Wilava va KINDNDONI Mkoani DAR ES SALAAM
Sahihi Male Tarehe 28/07/2025
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
Jina na Sahihi
lina na Sahihi SWIP STACK Tarehe OZALINASHARIYA MANISPAR VA CARINASHARIYA MANISPAR VA CARINASHAR
M
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
thibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata). LIKONGA DP. Kata ya. LIWITI
Nathibitisha kwamba Ndugu. HTFSA. M. KHITMIS
Sahihi Afisamtendaji Tarehe
Sahihi Afisamtendaji  Tarehe  28 07 07 021  KATA YA LIWITI
Superior Barrow Marcol Control

## AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

AMIEL SAMUEL BUBENGUA OF P.O.BOX 31383 Region DAR-ES-SALAAM

This Agreement is made on Ol day of VEPTEMBER 20 24

(hereinafter referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees, agor his legal representative of his business.	jents
AND	
HATSA M - KHAMIS a registered pharmacist in-charge supervises a business of a pharmacist (hereinafter referred to as	who the
SUPERINTENDENT).	
WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which regulated business under the Act	
WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage professional services of a pharmacist to be in charge of his business,	e the
WHEREAS the Superintendent is willing to offer professional services to the proprietor in li remuneration for such services or such other terms and conditions as stipulated hereunder;	eu of
WHEREAS the proprietor and superintendent are desirous to enter into an agreement, to esta and operate a business of a pharmacist at the terms and conditions as hereinafter appearing	ablish J;
WHEREAS the Parties agree to establish and operate a business of a pharmacist styled Retail Pharmacy (ACASA PHARMACY)	as a
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 busine Pharmacist.	ess of
"Business of pharmacy or pharmacist" includes professional pharmacy practice an 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 practice of a pharmacist is provided, and shall include a community Pharmacy, cons Pharmacy, institutional Pharmacy or wholesale Pharmacy.	to the ultant
"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his representative.	legal
"Superintendent" means a pharmacist in charge of the business of a pharmacist	$\sqrt{}$
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"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 Olday of SEPTEMBER 20 21 to 31 day of AUGUST 2026

#### 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the Ol day of TEMBER 20 21

#### 4. Obligation of the Parties:

#### 4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- i. The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. 700,000 (Seven hundred thousand) payable monthly to the **SUPERINTENDENT** within seven (7) days of each month-end.
- ii. The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits. Late payment exceeding 30 days without justification may constitute breach of contract.
- iii. Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.
- iv. Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- v. Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.
- vi. Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- vii. Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- viii. Shall ensure pharmaceutical services are provided with due care.
- ix. Shall ensure all proper records are maintained and managed well.
- x. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- xi. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Superintendent.
- xii. 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.
- xiii. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- xiv. Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

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

#### b. 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: -

- 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 prescribed in any written law that regulate and control the business of a pharmacist;
- ii. Shall have overall responsibility and accountability for the maintenance and adherence to a sound system of controls in order to manage risk and promote patient safety within the pharmacy;
- iii. Shall ensure physical supervision of the said premises;
- iv. Shall ensure the pharmacy premises are of appropriate standard to provide for safe storage, dispensing, sale and supply of medicinal products;
- v. Shall manage and undertake all technical and professional matters in the pharmacy;
- vi. Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law;
- vii. Shall ensure that all staff employed are in possession of the knowledge, skills and competence to perform and are recognized by relevant authority;
- viii. Shall provide pharmaceutical care including information and services;
- ix. Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards;
- x. Shall ensure appropriate policy is in place to comply with disposal of medicinal and other products supplied in the pharmacy;
- xi. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- xii. Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- xiii. Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.
- xiv. Must ensure whoever is on duty shall appear on a white coat and name tag on it.
- xv. Shall establish a well-organized management body of the pharmacy of which he supervises.
- xvi. 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.
- xvii. Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- xviii. Shall perform any other duty as the Council may determine.

#### 5. Termination

This Agreement may be terminated

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#### 5.1 Automatically:

- Upon expiry of the term under Clause 2, unless renewed.
- If the Council revokes the Superintendent's license or removes them from the register.

#### 5.2 By Mutual Consent:

· Both parties may mutually agree to terminate the contract, provided all dues to the Superintendent are settled beforehand.

#### 5.3 By Notice:

Either party may terminate this Agreement by providing one (1) month's written notice, or by paying an equivalent of one (1) month's allowance in lieu of notice.

All notices must be copied to the Registrar of the Council, including the reason for termination. The Council is not obliged to issue further termination notices but may issue 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 this clause shall prevent the Proprietor or Superintendent 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. Governing Law and Jurisdiction

- 8.1 This Agreement shall be governed by the laws of Tanzania.
- 8.2 Any disputes arising shall be subject to Tanzanian courts of competent jurisdiction.
- 8.3 The Agreement does not limit the parties' right to apply for provisional or conservatory relief from the Court

#### 9. General Provisions

- 9.1 This Agreement is a generic format and the Council may accept additional clauses where
- 9.2 Any amendment must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and in the manner below:

Signed by the PROPRIETOR:

Name: AMITL SAMUEL

Commissio

Date: 01/09/2025

In the presence of:

Signature: Address: Date: Signed by the SUPERINTENDENT:
Name: IHAFSA M. KHAMIS
In the presence of: Name: Designation: Signature: Address: Date:  Date:

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