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. NODY'S PHARMACY. Facility Identification Number (FIN). O100272 Physical address: Street. APRICANA RIAD. Ward. KAWE District/Municipal. KINONDONI Region. DAR ES SALAXM	
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name EVANS SOSPETE MAPEIA PIN 0402391 Phone 06244 5446 Address DAR ES SALAAM Email	
	A.3. REASON(s) FOR CHANGE END OF CONTRACT	
	Time frame of notification: (As per Contract)Signature Date	
	A.4. OWNER'S DETAILS Full Name DONALD NWIJAGE KATAKWEBA Phone Number 978 343976 Remarks Signature Date 28/07/2025	
B. TO BE COMPLETED BY THE OWNER ONLY		
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL 0682734570 Full Name GETRUDA CHARLES RUPIA PIN 1535. Phone Number 96.22.7 Email. Physical address: 060355 Street. GOBA. Ward. District/Municipal UBUNGO Region DAR ES SALAMM Details of Previous pharmacy: Name of Pharmacy. ELM RA PHARMACETIN. District/Municipal UBUNGO Region DAR ES SALAMM	
	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. F	OR OFFICIAL USE ONLY	
II	NSPECTION/REGISTRATION OR ZONAL OFFICE	
F	RecommendationsDesignationSignatureDate	
D. N	IOTE; ailure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time rame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.	
	IB: 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 GETRUDA CHARLEJ RUPIA PIN 1635 0600355			
2. Namba ya simu07.46.55.871.2 barua pepe			
3. Tarehe ya mwisho kuhuisha jina (Retention)			
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 GETRUDA CHARLES RUPIA mwenye			
taaluma ya dawa ngazi ya P / DISPERSER nakiri kwamba nitafanya			
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo			
NORMS PHORMACY FIN 010027.2 lililopo katika			
Wilaya ya KINONDON! Mkoani DAR - ES-SPLAA M			
Sahihi Guls. Tarehe 19 02 2024			
Uthibitisho wa Mfamasia wa Halmashauri			
Nadhibitisha kwamba mwanataaluma tajwa ni miongon i/ si miongoni mwa			
Jina na Sahihi			
MALMASHAURI A MAMISPAA YA KINGNIDONI			
Jina na Sahihi			
· ·			
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:			
Jina la mtendaji (Kata) GOKAN) MSHA Kata ya. GOBO			
Nathibitisha kwamba Ndugu GKINUAN CHARLES NUPLA anaishi Muhuri PAAYAUR			
langu mtaa/kijiji			
Sahihi Afisamtendaji Tarehe 19 02 02 4			
(2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4			



THE UNITED REPUBLIC OF TANZANIA MINISTRY OF HEALTH





PHARMACEUTICAL DISPENSING CERTIFICATE

This Certificate is awarded to

Getruda Charles Rupia

Who has attended and passed One Year Pharmaceutical Dispensing Course

Conducted at City College of Health and Allied Sciences - Temeke from 2016 to 2017

Registrar - Pharmacy Council

Date 23 January 2024





AN AGREEMENT TO OPERATE PHARMACEUTICAL DISPENSER

This Agreement is made on this 1ST day of March 20 25

BETWEEN

DONALD MWIJAGE KATAKWEBA of P.O.BOX 8749 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

GETRUDA CHARLES a recognized Pharmaceutical Dispenser who will perform all the technical activities in the pharmacy under the supervision of the pharmacist or pharmaceutical technician

(hereinafter referred to as the Pharmaceutical Dispenser)

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated under the Pharmacy Act.

WHEREAS in compliance with good pharmacy practice standards, the Proprietor wishes to engage the professional services of a pharmaceutical dispenser to his business.

WHEREAS the pharmaceutical dispenser 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 pharmaceutical dispenser are desirous to enter into an agreement, to establish and operate a business of a pharmacist

WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as NODY'S 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.

Pharmaceutical Dispenser means a person recognized as such under regulation 27 of the pharmacy (Pharmacy Practice) Regulations, 2012

"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 March 20 25 to 1ST day of March 20 26.

3. Commencement of Supervision

The pharmaceutical dispenser shall commence management and supervision of the above-named Pharmacy on the <u>1ST</u> day of <u>March</u> 20 <u>25</u>

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities: -

- 1.1.1 The **PROPRIETOR** shall pay Monthly stipend of **400,000** TZS.
- 4.1.1 <u>FOUR HUNDRED THOUSANDS SHILLINGS</u> payable monthly to the Pharmaceutical **Dispenser** upon discharging his duties and functions as per this Agreement. At any event, the stipend **shall not be paid in advance**.
- 4.1.2 The stipend shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1stday 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 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

- 4.1.7 Shall ensure pharmaceutical services are provided with due care.
- 4.1.8 Shall ensure all proper records are maintained and managed well.
- 4.1.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.10 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.
- 4.1.11 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- 4.1.13 Shall be responsible for buying all reference materials
- 4.1.14 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical Dispenser

At a stipend 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 Pharmaceutical Dispenser shall have the following duties and obligations: -

- 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.2 Shall manage and undertake all technical and professional matters in the pharmacy.
- 4.2.3 Shall provide pharmaceutical service with due care.
- 4.2.4 Shall arrive and begin the duties at 0800 HRS and finish at 2000 HRS.
- 4.2.5 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards
- 4.2.6 Shall report to the Superintendent/Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.7 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

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 the parties and or any party upon issuing a written notice of one month to the other party of his intention to terminate the contract or one-month stipend in lieu thereof.

The written notice shall be addressed to the other party 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 Pharmaceutical Dispenser 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 on this <u>1ST</u> day of <u>March</u> 20 <u>25</u>

SIGNED and DELIVERED —			
By the said DONALD MWIJAGE KATAKWEBA Who is			
known to me personally /	M		
Introduced to me by	(IIA		
the latter known to me personally			
This 1ST day of MARCH 20 25	PROPRIETOR		
In the presence of:			
In the presence of: Name: JOHN MARK MARO	sphr Mark Maro		
Designation: ADVOCATE	10hn 11hn 11hn 11hn 11hn 11hn 11hn 11hn		
Signature:	S GROVE		
Designation: ADVOCATE Signature: 141 \$ 202 \$	TO THE SECOND		
	Biria &		
	300 AGE 48		
	Porocate, Notary of Commissions for Commission		
SIGNED and DELIVERED			
By the said GETRUDA CHARLES Who is			
known to me personally/			
Introduced to me by			
the latter known to me personally	910.		
This 1 ST day of MARCH 20.25.	PHARMACEUTICAL		
This in ady of minimal 20, man	DISPENSER		
In the presence of	DIOI ENGLIX		
In the presence of: Name: JOHN MARK MARO	Shin Mark Maro		
Designation: ADVO CASE Signature: ABROS Date: JAI 8/2025	John Marit Maro		
Signatura	33310		
Signature: 144 (1202)	S BIRE VE		
Date:			
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	& Commissioner for		
	Sigmission .		