

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

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy

Physical address:

Street

Ward

Full Name: PROFESSOR TENDRUS MUKINDAAddress: 5882 DSM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: 001968PIN: 001968Phone: 0963-815049Email: bigmukinda@gmail.com

A.3. REASON(S) FOR CHANGE

Natural Agreement of Termination, because the owner appointed was staying was above capability of payment by the owner due to challenges in business operations recently.Time frame of notification: (As per Contract) ✓

A.4. OWNER'S DETAILS

Full Name: DAVID MUSA SATTE

Remarks:

Signature: IsaleDate: 01/09/2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Physical address:

Street

Ward

Details of Previous pharmacy:

Name of Pharmacy: 18 Y PharmacyFIN: 001968 District/Municipal: KINONDONI Region: DAETS-AM

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.



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: Mwathusaque Riziki Mulumba PIN 0101846

2. Namba ya simu: 0769-171010 barua pepe: ziziki4@gmail.com

3. Tarehe ya mwisho kuhisha jina (Retention): 15/06/2024

4. Je, umehisha 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: Mwathusaque Riziki Mulumba mwenge

taaluma ya dawa ngazi ya SHARPA (FAMASI) nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo

Willaya ya KINONDONI Mkoani DAR ES SALEM FIN 0101068 lililopo katika

Sahili P. Mulumba Tarehe 18/07/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahili: Mwathusaque Riziki Mulumba Tarehe 03/09/2024

Kiny: MGANGA MKUU WA MANISPAA
HALMASHAURI YA MANISPAA YA KINONDONI

lithibitishwe na: Afisa Mte ndaji

Jina la mte ndaji (Kata): Abdullah M. Uthman Kata ya GEREZANI

Nadhibitisha kwamba Ndugu: Mwathusaque Riziki Mulumba anaishi:

Muhuri
Mte ndaji

Sahili Afisamte ndaji: [Signature]
Tarehe 03/09/2024
AFISA MTE NDaji
KATA WA GEREZANI MACHARABI

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this

day of

2024

BETWEEN

I James M. Kiziki (Name) of P.O. BOX 4559 Region DATE IS JERAM (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

ABHISHEK KIZIKI MULIMBA 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 DATE IS 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 1 day of 01/2024 to 1 day of 01/2024

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of 01/2024

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 emoluments of SUPERINTENDENT upon discharging his duties and functions as per this Agreement. At any event, the emoluments shall not be paid in advance.

4.1.2 The 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.

4.1.10 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, FIC 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 an 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 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 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 one month 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 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. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

Signed and delivered by the parties at this 01 day of April 2024

SIGNED and DELIVERED

By the said 1894 Party
Who is known to me personally / ~~Don't write~~ ~~Write~~

This 1 day of 2020 the latter known to me personally

In the presence of:

Name: JASON M. MILLER Designation: ADJUTANT

Signature: _____ Date: _____

SIGNED and DELIVERED

By the said N.Yabituha Bwewe (P2919) (Mwimba)

Introduced to me by _____ day of _____ 20____

in the presence of:

Name: Soumya
Designation: Software Engineer
Signature: [Signature]
Date: 01/04/2024



SUPERINTENDENT

ce



PROPRIETOR

Steele.



Registrar
Pharmacy Council

[Signature]

Issued: 20 December 2014

Expires on: 31 December 2024

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.

PIN NO: 0101246

NYABHUSAGWE RIZIKI MULIMBA

I Hereby Certify that

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

The Pharmacy Act

LICENSE TO PRACTICE



PHARMACY COUNCIL

THE UNITED REPUBLIC OF TANZANIA



NYABHUSAGWE RIZIKI
MULIMBA
S.L.P 13721
ARUSHA
7/9/2024

MKURUGENZI MKUU

MAIMLAKA YA DAWA NA VIFAA TIBA TANZANIA

S.L.P 77150

DAR ES SALAAM

YAH: KUSIMAMIA DUKA LA DAWA MUHIMU - I & Y PHARMACY

Husika na kichwa cha habari hapo juu.

Mimi NYABHUSAGWE RIZIKI MULIMBA ambaye ni mfamasia mwenye usajili no. 0101246 nathibitisha kukubali kusimamia I & Y Pharmacy, duka la dawa muhimu iliyopo Masaki-Daresalaam.

Naahidi kusimamia kwa kufuata sheria na muongozo wa baraza la famasi na TMDA kuhakisha utoaji wa huduma kwa kuzingatia taratibu zote za kitaaluma na sheria zilizopo nchini.

Wako katika ujenzi wa taifa,



NYABHUSAGWE RIZIKI MULIMBA
7.9.2024