



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A
PHARMACY

(Registration 17(I) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GA No. 257)

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: BEDE PHARMACY Facility Identification Number (FID): 0100403
Physical address: John Malenge, Sabasaba District/Municipal: Morogoro Region: Morogoro

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: MUSISSACK JOHN HUMPHREY PIN: 0101471 Phone: 0657706633
Address: Morogoro Email: Melkasetek43@gmail.com

A.3. REASON(S) FOR CHANGE

End of Contract

Time frame of notification: (As per Contract) End of contract Signature: [Signature] Date: 28/03/2025

A.4. OWNER'S DETAILS

Full Name: JOSEPHINE BEDA NDAWEKA Phone Number: 0719-919322
Remarks: [Signature] Date: 28/03/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: _____ PIN: _____ Phone Number: _____ Email: _____
Physical address: _____
Street: _____ Ward: _____ District/Municipal: _____ Region: _____
Details of Previous pharmacy: _____ PIN: _____ District/Municipal: _____ Region: _____
Name of Pharmacy: _____

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL
PERSONNEL (To be attached)

- (i) Copies of registration certificate and valid licence to practice
- (ii) Contract Agreement/DOU
- (iii) Commencement Letter

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendation: [Signature] Designation: DPHARM Signature: [Signature] Date: 28/03/2025

D. NOTE:

Failure to acquire the services of a new superintendent/Other Pharmaceutical Personnel within the number of time frame, shall lead to automatic closure of the pharmacy as per Section 44 of the Pharmacy Act Cap. 471

(iii) Other superintendent/personnel in any pharmaceutical personnel apart from superintendent

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 1st day of April 2024

BETWEEN

BE DE PHARMACY (Name) of P.O.BOX 1519 Region Morogoro
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents,
and representatives in his business.

AND

MELKISEDECK JOHNS FILIPANGA 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 BE DE 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

Witnessed and signed under section 16 of the Act

- 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 pharmacy 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 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.

4.2.9 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 Shall ensure whoever is on duty shall appear on a white coat and name tag.

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.

6.2. Methods of carrying out the duties shall present the frequency of independent firm valuation is provided to the Commission for the Medicines and Adhesives (CMAA).

7. Costs

7.1. Proprietor shall bear the cost of carrying up the Agreement.

7.2. The cost of carrying up shall govern the validity, construction and interpretation of the

7.3. The Pharmacy Council will accept additional clauses but this Agreement is a general 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 1st day of April 2024

SIGNED and DELIVERED

By the said JOSEPHINE BEDA NDAWEKA

Who is known to me personally/

Introduced to me by

the latter known to me personall

This 1st day of APRIL 2024

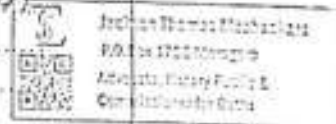
In the presence of:

Name JACKSON THOMAS MASHANKARA

Designation ADVOCATE

Signature [Signature]

Date 01/04/2024



[Signature]
PROPRIETOR

SIGNED and DELIVERED

By the said Walter J. Kibung'u

Who is known to me personally/

Introduced to me by

the latter known to me personall

This 01 day of APRIL 2024

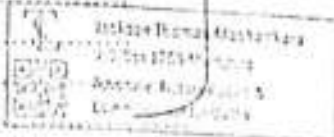
In the presence of:

Name JACKSON THOMAS MASHANKARA

Designation ADVOCATE

Signature [Signature]

Date 01/04/2024



[Signature]
SUPERINTENDENT