



## THE UNITED REPUBLIC OF TANZANIA

## MINISTRY OF HEALTH

## PHARMACY COUNCIL



## 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 OF THE PHARMACY.

## A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy TINUGA ADDO RESTRICTED WHOLE SALE Facility Identification Number (FIN) 0500006  
 Physical address:  
 Street Box 06, KAKONKO Ward KAKONKO District/Municipal KAKONKO Region KIGOMA

## A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name NOELA NGAO PIN 0401294 Phone 0763838845  
 Address Box 06, KAKONKO Email

## A.3. REASON(S) FOR CHANGE

currently is not available, she went for further upgrade studies.

Time frame of notification: (As per Contract) One month Signature N. Kazimbo Date 13/02/2024

## A.4. OWNER'S DETAILS

Full Name William TINUGA COSMAS Phone Number 0687-622938  
 Remarks  
 Signature William Date 13/02/2024

## B. TO BE COMPLETED BY THE OWNER ONLY

## B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name Editha ELIZABETH COSMAS PIN 0408135 Phone Number 0743063720 Email Editha.giz2833@gmail.com  
 Physical address:  
 Street KAKONKO Ward KAKONKO District/Municipal KAKONKO Region KIGOMA  
 Details of Previous pharmacy:  
 Name of Pharmacy TINUGA ADDO RESTRICTED WHOLE SALE FIN 0500006 District/Municipal KAKONKO Region KIGOMA

## 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.



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 EDITHA GIZIBERT COSMAS PIN 0408175
2. Namba ya simu 0743063730 barua pepe edithagiz2833@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 23/02/2024
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 EDITHA GIZIBERT COSMAS mwenye  
taaluma ya dawa ngazi ya STACHAHADA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
TINUGA ADDO RESTRICTED WHOLESALE FIN 0500006 lililopo katika  
Wilaya ya KAKONKO Mkoani RIGOMA  
Sahihi E. GIZIBERT Tarehe 13/02/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi SILVANO SALVADOR Tarehe 13/03/2024

Muhuri KNY:  
DMO



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) FRIDA HANDERSON PHIRI Kata ya KAKONKO  
Nadhibitisha kwamba Ndugu EDITHA GIZIBERT COSMAS anaishi  
langu mtaa/kijiji KAKONKO, kuanzia mwaka 2024

Sahihi Afisamtendaji

[Signature]

Tarehe

04/03/2024





THE UNITED REPUBLIC OF TANZANIA  
PHARMACY COUNCIL



**LICENSE TO PRACTICE**

**The Pharmacy Act**

*(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)*

I Hereby Certify that

**EDITHA GIZIBERT COSMAS**

**PIN NO: 0408175**

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311  
is entitled to practice as a **Pharmaceutical Technicians** upon the  
terms and subject to the conditions set forth in the  
aforesaid Act and its Regulations thereto.

Issued: **31 January 2024**

Expires on: **31 December 2024**

Registrar  
Pharmacy Council



Certified True Copy of the Original  
**Queenity Temu**  
Advocate, Notary Public & Commissioner  
for Oaths



Sign:   
Date: **13/3/2024**





## AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 13 day of FEB. 20 24

BETWEEN

WILLIAM TINUBA COSMA (Name) of P.O.BOX 06 Region CLINTON  
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

EDITHA GILBERT COSMA enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter referred to as the Pharmaceutical Technician).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012 the Proprietor wishes to engage the professional services of a Pharmaceutical Technician to his business,

WHEREAS the Pharmaceutical Technician 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 Technician are desirous to enter into an agreement, to support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical Technician shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled as TINUBA ADDO RESTRICTED WHOLE Pharmacy.  
SALE

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

### 1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to 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 Technician"** means a person enrolled as such under section 23 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 13 day of FEB 2024 to 13 day of FEB 2025

## 3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 14 day of FEB 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 salary/emoluments of

TZS. 300,000/-  
payable monthly to the PHARMACEUTICAL TECHNICIAN 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 1<sup>st</sup> 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 other 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 Pharmaceutical Technician and approved by 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 the use of reference and other relevant materials whenever 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 Pharmaceutical Technician.

4.1.11 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.

4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

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

#### **4.2 The Pharmaceutical Technician;**

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in Pharmaceuticals.



The Pharmaceutical Technician under personal supervision of a pharmacist  
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 ensure services are provided are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.
- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 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 Pharmaceutical Technician 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 13 day of FEB 2024

**SIGNED and DELIVERED**

By the said WILLIAM TINUGA LOSUAS

Who is known to me personally/ .....

Introduced to me by .....

.....the latter known to me personally

This 13 day of FEB 2024

PROPRIETOR

**In the presence of:**

Name: QUEENITY TEMU

Designation: ADVOCATE

Signature: QBe

Date: 13/3/2024



**SIGNED and DELIVERED**

By the said EDITHA GIZIBERT LOSUAS

Who is known to me personally/ .....

Introduced to me by .....

.....the latter known to me personally

This 13 day of FEB 2024

PHARMACEUTICAL  
TECHNICIAN

**In the presence of:**

Name: QUEENITY TEMU

Designation: ADVOCATE

Signature: QBe

Date: 13/3/2024

