#### 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 (FIE PHARMACY)
	Name of the Pharmacy
	A.1. DETAILS OF THE PHARMACY FLE PHARMACY FL
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full NamePlnPhone
	AddressEmail
	A.3. REASON(s) FOR CHANGE
	Time frame of notification: (As per Contract)SignatureDate
	A.4. OWNER'S DETAILS STEADY PARMS.  Full Name. A DYCE STEADY PARMS.  Remarks.  Signature. Date 24 0405  Date 24 0405
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name ALEX Tetty BULASH PIN 0103540 Phone Number 0157 Bulash 1769 mail of Physical address:  Street. CHUNO A Ward. CHUNO District/Municipal Mtwa 7a Region. Mtwa 7a  Details of Previous pharmacy:  Name of Pharmacy. ALLE PHARMACK FIN 0200 307 District/Municipal. TIME Region. PAR-E-MARMACK
	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
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.
	NR: 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 SANIFIL FUNDI DAWA MGALEUR
1. Jina la mwanataaluma ALX TOHN RULACHI - MOZETIO
2. Namba ya simu. 075 7163684 barua pepe alabulashi 9769mal cam
3. Tarene ya mwisho kuhuisha jina (Retention). 3112,2024
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)  MDIYO, Stakabadhi Na. GWX'I013168275  HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi ALEX JOHN BULACHI mwenye
taaluma ya dawa ngazi ya
Kazi Vangu ya kitaaluma katika janga la
FIN
Wilaya ya
Sahihi Franshim Tarehe 24 07 2025
oumbiusho wa mtamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
Wanataaluma waliopo katika halmashauri ninavosimamia
DMO DMO
Jina na Sahihi Omercy Jorgo Atlanta Tarehe Ot of the Day of the Da
MGANSHAURS 1
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  Ithibitishwe na: Afisa Mtendaji
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata). NAFISAH CH IVAKALYA Kata ya. MKOMA INSO
Nathibitisha kwamba Ndugu ALFX 20th BULACH
langu mtaa/kijiji MkoMAINAO, kuanzia mwaka. 2023
Sahihi Afisamtendaji
24 107/2025



# THE UNITED REPUBLIC OF TANZANIA PHARMACY COUNCIL





### LICENSE TO PRACTICE

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

I Hereby Certify that

**ALEX JOHN BULASHI** 

PIN NO: 0103540

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:02 February 2024

Expires on:31 December 2025

Registrar
Pharmacy Council





## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

ALDYCE SETTERON PAMOS

(PROPRIETOR)

AND

ALEX JOHN BULASHI

(SUPERINTENDENT)

	BETWEEN
	HOYLE S. PANAS (Name) of P.O. BOX  (hereinafter referred to as the PROPRIETOR).
	(hereinafter referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees agents or his legal representative of his business, of one part;
	AND
	ALEX JOHN BULASH  a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT) of another part.
	WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act
	<b>AND WHEREAS</b> 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;
	AND 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;
	AND WHEREAS the proprietor and superintendent (together referred as "the Parties") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;
	AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled asPharmacy.
	AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;
1	. Interpretation:
	In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:
	"Act" means the Pharmacy Act, [Cap 311 R: E 2012] Laws of Tanzania.
	"Agreement" means this 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;

"Council" means the Pharmacy Council established under section 3 of the Act.

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST This Agreement is made on this\_

"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.

"Pharmacist" means a person registered as such under section 16 of the Act.

"Proprietor" means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

"Registrar" means Registrar of the Council appointed under Section 11 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under 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 three, six, nine, twelve months,	
commencing from the 01st day of August 2025 to 31st	
of July 20 26	day

3. Commencement of Supervision

The superintendent	shall commons			
Di	shall commence n	nanagement	and supervision	of the above named
Pharmacy on the	day of	August	20 25	or the above named
		· Indanzi	20 9	

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 allowance/emoluments of TZS

payable to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement.

- (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1<sup>st</sup>day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
- (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for ten (10) days without any justifiable cause, the

Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
  - 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the 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 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
  - 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor 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 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

### 4.2 The Superintendent;

For an allowance 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 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.
- 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 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

- 5.1 This Agreement shall be terminated:
  - (a) by automatic termination;
  - (b) by mutual consent, or
  - (c) by Notice
- 5.2 The Agreement may automatically be terminated:
  - (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.
  - (ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.

    Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.
- 5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 5.4 The Agreement may be terminated by notice:
  - (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
  - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar 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.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

### 7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

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  $\frac{24}{\text{day of}}$  day of  $\frac{7}{\text{day of}}$ SIGNED and DELIVERED at ...... by the said ...... who is known to me personally/identified to me by ..... .....the latter being personally known to me this 24 day of ... D7 ... 202.5 In the presence of: Name: BITUNA ALLY KIULA Designation: ADYDCATE Signature: Ballles Address: BOX 447 / MASASI Date: J4 107/2025 Commissioner SIGNED and DELIVERED at MASAS ......by the said .....who is known to me personally/identified to me by ..... .....the latter being personally known to me this 24 day of ... 07 ... 202.5 SUPERINTENDENT In the presence of: Name: BITUNA ALLY KIULA Designation: ADVDCATE Signature: Dulla Address: BOX 447, MASASI Date: 24 107 2025...

8. The Council will accept additional clauses but this Agreement is a generic contract for

## 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 MGAIDITE
india inwanalaaluma Ax Hot Kakaaana
2. Namba ya simu. 0786643205 barua pepe
3. Tarehe ya mwisho kuhuisha jina (Retention) ほし光 つん
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) [INDIYO, Stakabadhi Na I HAPANA
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi_(APHO) BALLAZARY JESHA
ladiuma ya dawa ngazi ya . [UPO] DAWA SAPURDAkiri kumanta wita
razi yangu ya khaalima katika janaa la li li li
FIN
Maria Company (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
Sahihi Desha Tarehe 16/07/2028
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa
wanataaluma waliopo katika halmashauri ninayosimamia
DMO DMO
wanataaluma waliopo katika halmashauri ninayosimamia  Jina na Sahihi Omaray Joredo Tarehe 24/7/20  SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  Ithibitishwe na: Afisa Mandaii
MMASH PISI
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
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Jina la mtendaji (Kata). NAFICAH CHIUAKALK Kata ya MKOMATNAO
Nathibitisha kwamba Ndugu JAPHET BALTAZARI anaishi manaishi manais
langu mtaa/kijiji. [74 Kol/141000], kuanzia mwaka 2023
Sahihi Afisamtendaji Tarehe
24/07/2025



# 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

JAPHET BALTAZARY TESHA

PIN NO: 0403163

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:12 March 2021

Expires on:31 December 2025

Registrar Pharmacy Council





#### AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN day of BETWEEN (Name) of P.O.BOX Region (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business. AND JAPHET BALTAZANA TESHA! 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 business of a pharmacist styled SALO Pharmacy. 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

"Superintendent" means a pharmacist in charge of the business of a pharmacist

"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

2.	Dura	ition of Agre	emen	ıt									
	This	Agreement	shall	be	effective	for	_	ו ביו המי					
	the	01	day	of	CHOCKIVE	101	d	period	OŤ	twelve	(12)	months,	cor

	the of day of $\bigcirc$ 20 25 to $\bigcirc$ day of $\bigcirc$ 20 28 .
3.	Commencement of Supervision  The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on theday of20
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 200,0001~ 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 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 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.

<sup>&</sup>quot;Pharmacist" means a person registered as such under section 16 of the Act.

<sup>&</sup>quot;Pharmaceutical Technician" means a person enrolled as such under section 23 of the Act.

- 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.

- If amicable settlement becomes impossible, then, an aggrieved party may seek 6.2 legal remedy.
- Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or 6.3 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 significant

	date and in the manner herein after appearing.
	Signed and delivered by the parties at this $24$ day of $07$ 2025
	SIGNED and DELIVERED
	By the said
	Who is known to me personally/
	the latter known to me personally
	This day of 20.25  PROPRIETOR
	In the presence of:
	Name: BITUDA ALLA KIULA
	Designation. 7713 VIDE A CI- 4 (O) 14 L CO CACIL
	Signature: Pool Voa
	Signature: Polling Ally Nills  Date: 94 7/2025
	SIGNED and DELIVERED
	By the said
	Who is known to me personally/
	ntroduced to me by
	the latter known to me personally
	This
	In the presence of:  TECHNICIAN
1	Name: BITUDA ALLY KIULA
	Designation: ADVOCATES COMM. POR OATHS
(	Signature: PARO L. COMMINION CONTROL OF THE
Γ	Date: 24 157 0 0 0 0
	Signature: Pallon Date: 24 107 2025
	5