

### 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 MSAGAN   THARMACY Equilibrial State of the Pharmacy NSAGAN   THARMACY Equilibrial State of the Pharma
Street Kimweki -AVENIE Ward MSASAN   District/Municipal KINONDON   Region DAR-ES -ALMAN
A2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name JOHN JOSEPH PIN 0407598 Phone 07 47 699643  Address BUZORA MC Email John gloobenutse 3 697661-600
A.3. REASON(s) FOR CHANGE
CHANGE OF LOCATION
Time frame of notification: (As per Contract) 3040/S Signature Date 30/07/2025.
A.4. OWNER'S DETAILS Full Name DY JOVIJ MAGEZ Phone Number 0754-279237 Remarks Harri Working Signature Date 30 07 2025
B. TO BE COMPLETED BY THE OWNER ONLY
B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name DORLS B. LUTALI PIN 04-08/16 Phone Number 06/24-9/16556  Physical address: BY.  Street Kimmer Ward Margani District/Municipal King NDW Region DAR-EJ-SALAAM  Details of Previous pharmacy:  Name of Pharmacy. FIN. District/Municipal Region.
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 Pharmacoulical Personnel within the mentioned time trains shall lead to immediate ricesus of the common shall lead to immediate ricesus of the common shall lead to immediate ricesus of the common shall be a shall lead to immediate ricesus of the common shall be a shall lead to immediate ricesus of the common shall be a shall lead to immediate ricesus of the common shall be a shall be
frame shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.
NB: Other pharmacoutical personnel mean any pharmacoutical personnel apart from superintendent

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# 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)

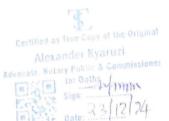
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3. Tarche ya mwisho kunuisha jina (Retention) 14. Jan 2025			
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya haraza la famasia			
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Jina la mtendaji (Kata) ELIZABETH MINGA Kata ya MSASA DI			
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### 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)

l Hereby Certify that

DORIS B LUTALI

PIN NO: 0408960

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:16 December 2024

Expires on:31 December 2025

Registrar Pharmacy Council







## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

#### **BETWEEN**

Dr Jons M. Mageri - Msasani Pharmay.

(PROPRIETOR)

AND

DORIS BOAZ LUTALI

(PHARMACUETICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN			
This Agreement is made on this of day of July 20 25			
BETWEEN  Dr Jevis Myeri-Manam Planning Of P.O.BOX 61051 Region Dav-es- Saleam. (hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.			
AND			
DORIS BOA2 LUTAL enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter referred to as the <b>Pharmaceutical Technician</b> ).			
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			
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 Pharmacy.			
AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;			
. 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

"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 01 day of July 20 25 to 30 day of July 20 26

## 3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the b1' day of July 20 26

## 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. 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.

<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.

- 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 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 signed and sealed this presents on the

date and in the manner herein after appearing.	ed and sealed this presents on the
Signed and delivered by the parties at thisday of	of July 20 25
SIGNED and DELIVERED  By the said. Jovis M. MAGEZI  Who is known to me personally/.  Introduced to me by  the latter known to me personally  This. 61 day of July 20.25  In the presence of:  Name: HERFEIN MAGETAN JORT  Designation: APVOZAZE  Signature: 01 of 12025	
SIGNED and DELIVERED  By the said DORLS BOAZI LUTALI  Who is known to me personally/  Introduced to me by	or daths
This 01 day of JULY 20.25	PHARMACEUTICAL
In the presence of:  Name: ITELIETH MROTERA DECINIMISMO  Designation: ABVOLATE  Signature:  Date: 0107 2025  6 Commissioner for	TECHNICIAN  A CONTROL OF THE CONTROL