

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 Bryan D. Mtowe PIN 0402448
2. Namba ya simu 0744048025 barua pepe bryanmtowe0@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 11/7/2024
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 Bryan D. Mtowe mwenye taaluma ya dawa ngazi ya Fundi dawa Sanifu nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo OTACHO PHARMACY FIN 0101082 lililopo katika Wilaya ya Arusha Mjini Mkoani Arusha Sahihi B. Mtowe Tarehe 10/7/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Siposa Eluha Tarehe 11/07/2024



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

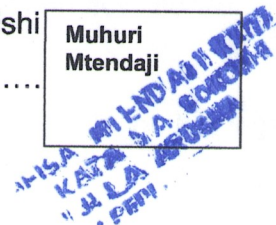
Jina la mtendaji (Kata) ELIZABETH KIHOMBO Kata ya SOKONI 4
Nadhibitisha kwamba Ndugu BRYAN D. MTOWE anaishi langu mtaa/kijiji LOMUDOMU, kuanzia mwaka 2020

Sahihi Afisa mtendaji

[Signature]

Tarehe

10/07/2024



**AGREEMENT FOR EMPLOYMENT TO PHARMACETICAL TECHNICIAN
TO PROVIDE PHARMACEUTICAL SERVICES**

This Agreement is made on this 8th day of JULY 20 24

BETWEEN

OTACHO GODWIN NGERE (Name) of P.O.BOX 16193 Region ARUSHA
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees,
agents or his legal representative of his business.

AND

Bryan David Mtorwe an enrolled pharmaceutical
technician who provides pharmaceutical services

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a
regulated business under the Act

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 a pharmaceutical technician are desirous to enter into an
agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and
conditions as hereinafter appearing;

WHEREAS the Parties agree that the pharmaceutical technician will be providing pharmaceutical
services to a business of a pharmacist styled
as OTACHO 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.

"pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 8th day of July 20 24 to 8th day of July 20 25

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 8th day of July 20 24

3. Obligation of the Parties:

4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

- 4.1.1 The **PROPRIETOR** shall pay Monthly salary/emoluments of TZS. FOUR HUNDRED THOUSANDS ONLY payable monthly to the **Pharmaceutical technician** upon discharging his duties and functions as per this Agreement and 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.6 Shall ensure pharmaceutical services are provided with due care.
- 4.1.7 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 pharmaceutical technician.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC 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 is 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 pharmaceutical technician shall, with all commitment and professional diligence, take the necessary steps to provide pharmaceutical care and services to clients of the said pharmacy

The pharmaceutical technician shall have the following duties and obligations: -

- 4.2.1 Shall provide pharmaceutical service with due care.
- 4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.
- 4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice
- 4.2.4 Shall perform any other duty as the Council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement may be terminated upon expiry of the contract.

This agreement may be terminated by either 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.

. 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 legal remedy.

6.2 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).

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 Dar es salaam this 8th day of July 20 24

SIGNED and DELIVERED

By the Said OTACHO GODWIN NGERE
Who is known to me personally/.....
Introduced..... to me by

..... the latter known to me personally
This 8th July day of July 20 24

In the presence of:

Name..... ASURUTHI GATHO
Designation..... Advocate
Signature..... [Signature]
Date..... 11/7/2024

[Signature]
PROPRIETOR

SIGNED and DELIVERED

By the said BRYAN DAVID MTOWE
Who is known to me personally/.....
Introduced to me by.....

..... the latter known to me personally

This 8th day of July 20 24

In the presence of:

Name..... ASURUTHI GATHO
Designation..... Advocate
Signature..... [Signature]
Date..... 11/7/2024

[Signature]
**PHARMACEUTICAL
TECHNICIAN**

