

# JAMHURI YA MUUNGANO WA TANZANIA OFISI YA RAIS TAWALA ZA MIKOA NA SERIKALI ZA MITAA HALMASHAURI YA WILAYA YA MALINYI



Unapojibu tafadhali taja; Kumb.Na .MDC/H.10/21VOL.I/04

24/02/2025

Msajili,
Baraza la Famasi,
S. L. P 1277,
DODOMA.

## YAH: UTAMBULISHO WA NDG. ELIADA M. BWANA.

Tafadhali rejea mada tajwa hapo juu.

- Namtambulisha kwako mtajwa hapo juu ni mwajiriwa katika Famasi ya Millenium Malinyi Pharmaceuticals kwa cheo cha fundi sanifu madawa aliyesajiliwa na Baraza la famasi kwa PIN. 0404625.
- 3. Ofisi ya mganga mkuu imefika kwenye famasi hiyo na kujiridhisha kuwa mtaalamu huyo yupo na anaendelea na kazi.

4. Naomba kuwasilisha.

Mohamed Issa MFAMASIA (W) MALINE

Halmashauri ya Wilaya ya Malinyi, S. L. P. 18 Malinyi, Simu/Nukushi Na.+255 733 788 985, Tovuti: www.malinyidc.go.tz,



## 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 Millerton Maliny I Guarma (Euthigh Facility Identification Number (FIN) 03 60 613  Physical address: Street KILOLELO Ward MALINY   District/Municipal MALINY   Region MURD GORD.
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name Joshua Juletha T. E.L. (A. PIN 04.06.23 Phone 07.53.38.711.5 Address M.A.LINYI Email Joshua mekasi @ gmail: com:
	A.3. REASON(s) FOR CHANGE Contract expired.
	Time frame of notification: (As per Contract) Timmeshould y Signature L. Date 20/02/2025
	A.4. OWNER'S DETAILS Full Name YONA AMOU NOANGALA () Phone Number 0768037389 Remarks
	Signature
В	. TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name E. L. LADA MA CATU RUNAPIN 040462 Phone Number
	Physical address: Street K11-01-10 Ward. MALLUXIDistrict/Municipal. MALLUXIRegion. MOROGORO.
	Details of Previous pharmacy: Name of PharmacyM)L/EMILIM MALINY) คุณคนายใหญ่ District/Municipal MALIM Region Morculus
	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.

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)

SEREMU TA KWANZA: - TAARIFA ZA MWANATAALUMA
■ MFAMASIA ■ FUNDI DAWA SANIFU ■ FUNDI DAWA MSAIDIZI ■ PHARM. DISP
1. Jina la mwanataaluma. ELIADA MARTU WANA PIN OHOH625
2. Namba ya simu. 07.82106462 barua pepe elicalahurra @gmailicom
3. Tarehe ya mwisho kuhuisha jina (Retention)
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)
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
Mimi ELIADA MASKIU BUANA mwenye
taaluma ya dawa ngazi ya รีนฺมฺม เลนฺล นลุมเรีย nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
MILLENIUM MALINXI PHARMACOUTICAL FIN 0300613 lililopo katika
Wilaya ya MALINYI Mkoani MOROGORO
Sahihi
Uthibitisho wa Mfamasia wa Halmashauri
Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoniuuwa
wanataaluma waliopo katika halmashauri ninayosimamia
Jina na Sahihi Mottanes USA Tarehe 21.02.20 MALINYI
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:
Ithibitishwe na: Afisa Mtendaji
Jina la mtendaji (Kata). NEEMA O' MDENGOR Kata ya. MALINTI
Nathibitisha kwamba Ndugu ELIADA MASATU BWANA anaishi
langu mtaa/kijijiMISE(\stacktree \stacktree \stacktr
Sahihi Afisamtendaji Tarehe
21:02:2025 1 147A YA MALINYI
A IA INCL

## AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 20 day of FEBRUARY 20,25							
BETWEEN							
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.							
AND							
ELIADA MASTIU BUNCH 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 MILLENIUM MALINY RETAIL WHOLETALE 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

representative.

Superintendent intents 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 2D day of FERRUARY 20 2. 5 to 20 day of FERRUARY 20 26	
3. Commencement of Supervision  The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 20 day of 15 Ray 10 25	
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. HODOO / C FOUR HUNDREN  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.	(ON PLUO HT
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.

- The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 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.

day of FERRUADY 20 25

Signed and delivered by the parties at this 20



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#### THE UNITED REPUBLIC OF TANZANIA

## THE PHARMACY COUNCIL CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)

Pull Name Eliana M. Bwww. Q I don't

\*I here certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

Enrollment		Date	Nationality	Address	Qualification	Place and Date of
PIN.	Date	of Birth	OI , tattering			Qualification
2	2022	1998	Cartified Signi Juli Public 3	Date: Dillitus Commissioner for Oa	Weres supplied to	ing Collega of 2020
0404625	May,	Massh,	inn	7.0. 30x 61003 Day 85 Saharm	Diploma in Pharmacentical Boiences	St. Francis University College of Health and Alied Sciences
	154	1492	Fanzanian	7.0. 30 Day 85	Diploma in Pharmaseu	St. Fra of Healt Science

Date 15th June 2022

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annually by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.



# 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

ELIADA M BWANA

PIN NO: 0404625

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:25 May 2022

Expires on:31 December 2025

Registrar Pharmacy Council