



THE UNITED REPUBLIC OF TANZANIA

PCF. 17



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 ELMIRA Facility Identification Number (FIN) 0101825
Physical address:
Street TUNGARAO ROAD Ward GOBA District/Municipal UBUNGO Region DAR ES SALAAM

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name MICHAEL V SHIDI PIN 0101598 Phone 0101598
Address UBUNGO Email UBUNGO

A.3. REASON(S) FOR CHANGE

MUTUAL AGREEMENT FOLLOWING END OF CONTRACT

Time frame of notification: (As per Contract) Signature Date

A.4. OWNER'S DETAILS

Full Name WINFRIDA K. MNANGI Phone Number 0754297915
Remarks 10/6/24
Signature 10/6/24

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name THOMAS MBOYA PIN 01018213 Phone Number 0727688960 Email mboya426@gmail.com
Physical address:
Street LIWITI Ward TABATA District/Municipal ILALA Region DAR ES SALAAM
Details of Previous pharmacy:
Name of Pharmacy KIPURU PHARMACY FIN ILALA District/Municipal ILALA Region DAR ES SALAAM

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.



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

THOMAS MBOYA

PIN NO 0102213

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: **08 January 2021**

Expires on: **31 December 2024**

Registrar
Pharmacy Council



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 JULIHA A. J. KABENGULA PIN 0406036
2. Namba ya simu 0764910535 barua pepe julihahonke6@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 12/2023
4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☐ NDIYO, Stakaadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi JULIHA A. J. KABENGULA mwenye
taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo
ELNIRA PHARMACY FIN lililopo katika
Wilaya ya UBUNGU Mkoa wa DAR-ES-SALAAM
Sahihi J. Kabengula Tarehe 24/5/2024

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY:
DMO

Jina na Sahihi DAVIS MPAHO Tarehe 27/05/2024

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SUSAN S. MAMUNGA Kata ya GOBA

Nadhibitisha kwamba Ndugu JULIHA A. J. KABENGULA anaishi

langu mtaa/kijiji KULANGWA, kuanzia mwaka 24/05/2024

Sahihi Afisa mtendaji

Tarehe

24/05/2024

Muhuri
Mtendaji

24 MAY 2024

MTAA WA KULANGWA
KATA YA GOBA

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... THOMAS MBOYA PIN 0102213.....
2. Namba ya simu... 0787-688960 barua pepe mboya426@gmail.com.....
3. Tarehe ya mwisho kuhuisha jina (Retention)... 26/12/2023.....
4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

([http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)

[signup.php](http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php)) ☒ NDIYO, Stakabadhi Na EC 102038576747001P ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... THOMAS MBOYA mwenye

taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo

ELMIRA PHARMACY FIN lililopo katika

Wilaya ya UBUNGO Mkoani DAR ES SALAAM.....

Sahihi Thomas Mboya Tarehe 15/05/2024.....

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma alijwa ni miongoni/ si miongoni mwa

wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahihi Romana Lawrence Tarehe 15/05/2024.....

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) DEONATUS LIKOMA Kata ya LIWITI.....

Nathibitisha kwamba Ndugu THOMAS MBOYA anaishi

langu mtaa/kijiji LIWITI kuanzia mwaka 1995.....

Sahihi Afisa mtendaji

Tarehe

15/05/2024

Muhuri
Mtendaji

**AFISA MTENDAJI
KATA YA LIWITI**



THOMAS MBOYA
P. O. BOX 20950
DAR ES SALAAM
Mboya426@gmail. Com
MOBILE:0787688960

MAY 15TH, 2024.

THE REGISTRAR
THE PHARMACY COUNCIL OF TANZANIA
P. O. BOX 318818
DAR ES SALAAM
TANZANIA

REG: COMMITMENT LETTER TO SUPERVISE ELMIRA PHARMACY.

My name is Mr. Thomas Mboya, a full registered Pharmacist with registration number 0102213 and a license to practice. I have reached an Agreement with Madam Winfrida K. Mnandi, the owner of Elmira Pharmacy located at Goba along the Tunganaza Road in Ubungo District to supervise her Pharmacy as a Superintendent Pharmacist as per law requirement.

I kindly inform you that I am ready and committed to supervise the above mentioned pharmacy. I will follow the law, regulations, policies and code of ethics and professional conduct.

Attached are letters of contracts, certificates of registration, license to practice for Superintendent Pharmacist and Pharmaceutical Technician.

Yours

Sincerely


.....
THOMAS MBOYA

**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF
A PHARMACIST.**

This Agreement is made on this 17TH day of MAY, 2024

BETWEEN

WINFRIDA K MNANDI (Name) of P. O. BOX 2939 DSM

Region DAR ES SALAAM

(Hereinafter referred as the PROPRIETOR) The expression which includes his assignees.

AND

THOMAS MBOYA. (Name) 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.

AND WHEREAS 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 terms and conditions as stipulated hereunder:

AND WHEREAS the proprietor and superintendent (together referred as 'parties') are desirous to enter into an agreement to establish and operate a business of pharmacist at the terms and conditions as hereinafter appearing:

AND WHEREAS the parties agree to establish and operate a business of a pharmacist styled as ELMIRA PHARMACY Pharmacy.

AND NOW WHERE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 . Interpretation:

In this Agreement, unless contrary intention appears, the following terms denote the meaning assigned to them:

"ACT" means the Pharmacy Act (Cap 311 R: E 2002) Law of Tanzania.

"Agreement" means this Agreement between the parties to establish and operate a business of a 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.

“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 whole sale 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 legal representatives.

“Registrar” means a 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, 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 ONE YEAR commencing from the 15TH day of MAY 2024 to 14TH day of MAY

2024-25
may

3 . Commencement of Supervision.

The Superintendent shall commence management and supervision of the above- named pharmacy on the 15TH day of MAY 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 allowance/emoluments of

800,000/= Payable to **SUPERINTENDENT** upon discharging his

Duties and functions as per this Agreement.

- (a) Provided that the said allowance shall be net of any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis and no later than the 1st 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 treat 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 the 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 the 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 for 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 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 matter 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.
- 4.2.5 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 violence 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 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 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.
- iii. 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.

5.5 Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

5.6 The parties that the council shall not be obliged 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 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 first be Settle amicably by the parties.

7.3 Unless the matter is not settled in an amicable way within 30 days from The date when dispute arose, the matter may be taken to the 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.

8. The Council will accept addition clauses but this agreement is a generic contract For guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this 24 day of MAY 20

24

SIGNED AND DELIVERED at DAR ES SALAAM by the said

Winfrida Kingyukusu Mwandia who is known

To me personally/identified to me by _____

the letter being

Personally known to me this 17th day of MAY 2024

In the presence of:

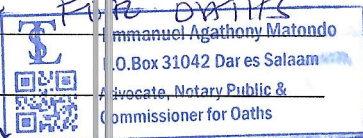
Name Emmanuel A. MATONDO

Designation COMMISSIONER FOR OATHS

Signature _____

Address 31042 DSM

Date 17th MAY 2024



SIGNED AND DELIVERED at DAR ES SALAAM by the said

_____ who is known

To me personally/ identified to me by WINFRIDA

MWANDBI

the letter being

Personally known to me this 17th day of MAY 2024

In the presence of:

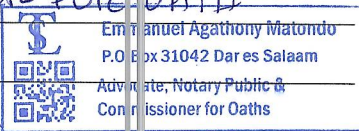
Name Emmanuel A. MATONDO

Designation COMMISSIONER FOR OATHS

Signature _____

Address 31042 DSM

Date 17th MAY 2024



Emmanuel Agathony Matondo
SUPERINTENDENT

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 27th day of MAY 20 24

WINFORDA K.

BETWEEN

MWANDI

(Name) of P.O. BOX 1203 Region D.S.M

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

JULIHA JOHNSON KABENIOLA 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 RA-AIL 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" 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 27th day of May 20 24 to 27th day of May 20 25

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 27th day of May 20 24

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. 500,000/=
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 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.
- 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 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 27th day of May 20 24

SIGNED and DELIVERED

By the said WINFRIDA K. MWANDI

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 27th day of MAY 20 24

[Signature]
PROPRIETOR

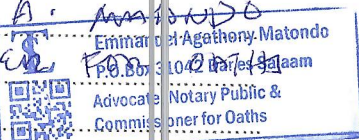
In the presence of:

Name: EMMANUEL A. MATONDO

Designation: COMMISSIONER FOR OATHS

Signature: [Signature]

Date: 27/05/2024



SIGNED and DELIVERED

By the said JULIHA JOHNSON KABEMULA

Who is known to me personally/

Introduced to me by WINFRIDA MWANDI

.....the latter known to me personally

This 27th day of MAY 20 24

[Signature]
PHARMACEUTICAL
TECHNICIAN

In the presence of:

Name: EMMANUEL A. MATONDO

Designation: COMMISSIONER FOR OATHS

Signature: [Signature]

Date: 27th MAY 2024

