



THE UNITED REPUBLIC OF TANZANIA

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: MIYOMBONI PHARMACY LTD Facility Identification Number (FIN) 0101866
 Physical address:
 Street: Jamiat Ward: Kitanzini District/Municipal: IRINGA TOWN Region: IRINGA

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: FLORA S. LUSIBILI PIN 0103033 Phone: 075758 0075
 Address: Sageter Masamba Email: severmesora.96@gmail.com
0100203

A.3. REASON(S) FOR CHANGE

CHANGE OF LOCATION (SECURING GOVERNMENT JOB IN NEW GOVERNMENT LOCATION)

Time frame of notification: (As per Contract) 3 months Signature: _____ Date: _____

A.4. OWNER'S DETAILS

Full Name: LAURENCE MAUSA BUALO Phone Number: 0715711219
 Remarks: AS STATED IN A.3 ABOVE
 Signature: [Signature] Date: 13.08.2024

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: FORTUNATA SETH BAYIO PIN 0103780 Phone Number: 0693730191 Email: fortunataym@gmail.com
 Physical address:
 Street: Jamiat Ward: Kitanzini District/Municipal: IRINGA TOWN Region: IRINGA
 Details of Previous pharmacy:
 Name of Pharmacy: MIYOMBONI PHARMACY LTD FIN 0101866 District/Municipal: IRINGA TOWN Region: IRINGA

B.2. QUALIFICATION DOCUMENTS OF 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: _____ al personnel apart from superintendent.



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 FORTUNATA SETH BAYYO PIN 0103780
2. Namba ya simu 0673730179 barua pepe Fortunabayyo@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 21/6/2024
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, Stakabadhi Na. 92461255100802 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi FORTUNATA SETH BAYYO mwenye taaluma ya dawa ngazi ya PHARMACIST (DEGREE) nakiri kwamba nitafanya kazi yangu ya kitaaluma naomba jengo la kutolea huduma ya dawa litwalo MIYOMBONI PHARMACY LTD FIN 0101866 lililopo katika Wilaya ya IRINGA TOWN Mkoani IRINGA
Sahihi Bayo Tarehe 13/08/2024

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 DEO ANTHONY JULIUS Tarehe 16/08/24
MGANGA MKUU
IRINGA TOWN

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SHAKILA SOHN Kata ya MWANANGA
Nadhibitisha kwamba Ndugu FORTUNATA S. BAYYO anaishi langu mtaa/kijiji MAWELEWELE kuanzia mwaka 2023

Sahihi Afisamtendaji

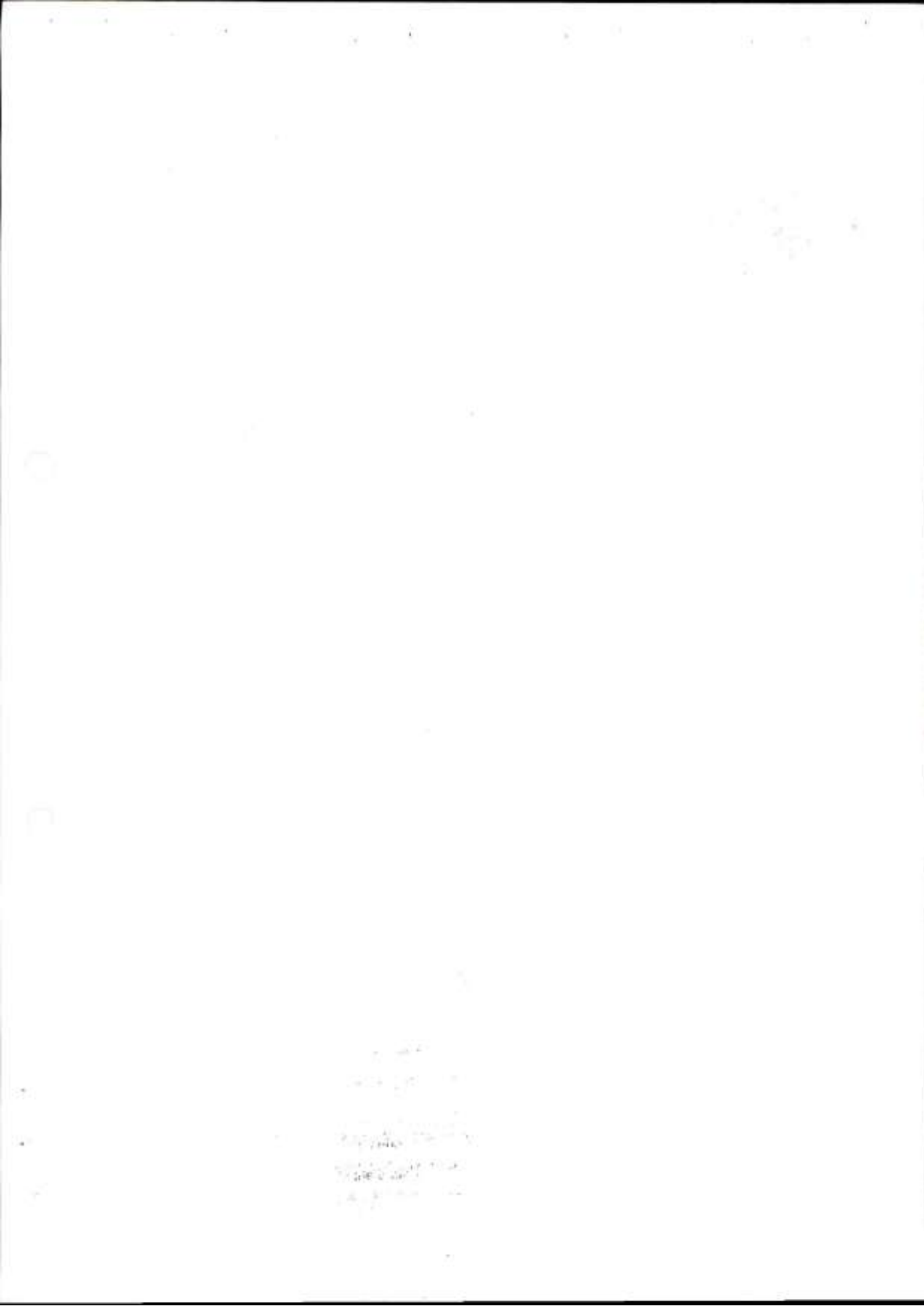
Sohn

Tarehe

16/08/2024

Muhuri
Mtendaji

AFISA MTENDAJI
MTAA WA MAWELEWELE
KATA YA MWANGATA
MANISPA YA IRINGA





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

FORTUNATA SETH BAYYO

PIN NO: 0103790

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: **21 June 2024**

Expires on: **31 December 2024**

*Registrar
Pharmacy Council*

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MIYOMBONI PHARMACY LTD

(PROPRIETOR)

AND

FORTUNATA JETH BAYYO

(SUPERINTENDENT)

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

This Agreement is made on this 13 day of 08 2024

BETWEEN

MIYOMBONI PHARMACY LTD (Name) of P.O. BOX 2022 JAWA Region
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

FORTUNATA JETH BAYYO 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 on 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 as MIYOMBONI PHARMACY LTD Pharmacy.

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 2002] 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.

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 twelve (12) months, commencing from the 13 day of 08 20 24 to 13 day of 07 20 25

3. Commencement of Superintendence

The superintendent shall commence management and supervision of the above-named Pharmacy on the 13 day of 08 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 allowance/emoluments of TZS 900,000/- payable to the **SUPERINTENDENT** on 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 **1st 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 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 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 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, 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.
- 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 violations done by the Proprietor.
- 4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent Logo, 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 suspension or suspension;
- (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, 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.

- 5.5 Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- 5.6 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 6.1 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 of 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

8. The 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 13th day of August 2024

SIGNED and DELIVERED atby the said
LAWRENCE MAURIZIA BURKE who is known
to me personally/identified to me by
.....the latter being
personally known to me this 13th day of August 2024



PROPRIETOR

In the presence of:

Name: FRANK RENATUS MPOKKA
Designation: ADVOCATE
Signature: [Signature]
Address: 1672 IRINGA
Date: 13/08/2024



Signed and delivered by the parties at this 13th day of August 2024

SIGNED and DELIVERED at IRINGA by the said
FORTUNATA JETH BAYO who is known
to me personally/identified to me by
.....the latter being
personally known to me this 13th day of August 2024



SUPERINTENDENT

In the presence of:

Name: FRANK RENATUS MPOKKA
Designation: ADVOCATE
Signature: [Signature]
Address: 1672 IRINGA
Date: 13/08/2024



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 FARAJA R KIKUNGA PIN 0404548
2. Namba ya simu 0627774165 barua pepe farajakikunga@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-signup.php>)

☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi FARAJA R KIKUNGA mwenye taaluma ya dawa ngazi ya PHARMACEUTICAL TECHNICIAN nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo MIYOMBONI PHARMACY LTD FIN 0101866 lililopo katika Wilaya ya IRINGA MJI Mkoani IRINGA Sahihi [Signature] Tarehe 13/8/2024

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 NEOLITHUS [Signature] Tarehe 16/08/2024 BANGA MKULU

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SHAKILA JOHN Kata ya MWANGATA

Nadhibitisha kwamba Ndugu FARAJA R. KIKUNGA anaishi

langu mtaa/kijiji MAWELWELE kuanzia mwaka 2022

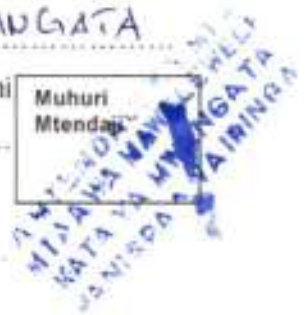
Sahihi Afisamtendaji

Tarehe

[Signature]

16/08/2024

Muhuri
Mtendaji





THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act Cap. 291)

I Hereby Certify that

FARAJA R KIKUNGA

PIN NO: 0404548

Having complied with the provision of Section 26 of The Pharmacy Act Cap. 291

is entitled to practice as a **Pharmaceutical Technician** upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: **25 April 2022**

Expires on: **31 December 2024**

Registrar
Pharmacy Council



AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 13 day of 08 20 24

BETWEEN

MIYOMBONI PHARMACY LTD (Name) of
P.O.BOX 2022 Region IRINGA (hereinafter referred to as the PROPRIETOR)
the expression which includes his assignees, agents or his legal representative of his business.

AND

FARAJA R KIKUNGA 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 MIYOMBONI PHARMACY LTD 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 13 day of 08 2024 to 13 day of 07 2025

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 13 day of 08 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 salary/emoluments of TZS. 400,000/= 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 not 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**.

INWITNESS 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 13th day of August 20 24

SIGNED and DELIVERED

By the said LAWRENCE MAGEA BURILU

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 13th day of August 20 24

In the presence of:

Name: FRANK RENATUS MPILUKU

Designation: ADVOCATE

Signature: [Signature]

Date: 13/08/2024



PROPRIETOR

SIGNED and DELIVERED

By the said FRANK RENATUS MPILUKU

Who is known to me personally/

Introduced to me by

the latter known to me personally

This 13th day of August 20 24

In the presence of:

Name: FRANK RENATUS MPILUKU

Designation: ADVOCATE

Signature: [Signature]

Date: 13/08/2024



**PHARMACEUTICAL
TECHNICIAN**