



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

PCF. 17



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 W & J Facility Identification Number (FIN) 0103004  
Physical address:  
Street Karakana Ward Misuna District/Municipal Singida MC Region Singida

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name Dioniz Bahati Maleba PIN 0407451 Phone 0759454673  
Address Singida Email dionmaleba@gmail.com

A.3. REASON(S) FOR CHANGE

EXPIRED CONTRACT

Time frame of notification: (As per Contract) Signature D. Bahati Date 23/7/2025

A.4. OWNER'S DETAILS

Full Name WESKO BINAGI Phone Number 0759938460  
Remarks CHANGES ACCEPTED  
Signature Wesko Date 24/7/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name MWANJA MWAITARA SHABU PIN 0405860 Phone Number 0621738825 Email Mwaijaramwanja@gmail.com  
Physical address:  
Street Karakana Ward Misuna District/Municipal Singida MC Region Singida  
Details of Previous pharmacy:  
Name of Pharmacy W & J 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 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.26 of The Pharmacy Act No. 1 of 2011)*

I Hereby Certify that

**MWANJA MWAIJARA SHABANI**

**PIN NO: 0405860**

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: **11 November 2022**

Expires on: **31 December 2025**

\_\_\_\_\_  
*Registrar*  
*Pharmacy Council*







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 WJS PHARMACY Facility Identification Number (FIN) 0103084  
Physical address:  
Street Karakana Ward Misungu District/Municipal Singida Me Region Singida

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name HASSAN N KAMBONA PIN 0102795 Phone 0759938460  
Address SINGIDA Email hassan2090@gmail.com

A.3. REASON(s) FOR CHANGE

EXPIRED CONTRACT

Time frame of notification: (As per Contract) ..... Signature H. Kambona Date 24/07/2025

A.4. OWNER'S DETAILS

Full Name WEJIKO BINAGI Phone Number 0759938460  
Remarks CHANGE ACCEPTED  
Signature [Signature] Date 24/07/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name KENY DAMAS THOMAS PIN 0105889 Phone Number 07462856 Email magrokey@gmail.com  
Physical address:  
Street Karakana Ward Misungu District/Municipal Singida Me Region Singida  
Details of Previous pharmacy:  
Name of Pharmacy MAPS PHARMACY FIN 0103545 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  
**KENY DAMAS THOMAS**  
**PIN NO: 0103889**

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: 20 November 2024

Expires on: 31 December 2025

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... KENY DAMAS THOMAS PIN 0103229
2. Namba ya simu... 0746121396 barua pepe magigekeny@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention)... 20<sup>th</sup> Nov 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. 9243412951201 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... KENY DAMAS THOMAS mwenye  
taaluma ya dawa ngazi ya SHAHADA YA FAMASI nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
WJS PHARMACY FIN 0103004 lililopo katika  
Wilaya ya SINGIDA MC Mkoani SINGIDA  
Sahihi ~~James R. Kawaga~~ Tarehe 23/07/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi James R. Kawaga Tarehe 23/7/2025

Muhuri KNY:  
DMO

K.N.Y. NGANGA MKUU  
MANISFAA SINGIDA

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) PENINA - A. MGONELA Kata ya MISUNA

Nathibitisha kwamba Ndugu KENY DAMAS THOMAS anaishi  
langu mtaa/kijiji MISUNA, kuanzia mwaka 2025

Sahihi Afisamtendaji

Tarehe

23/07/2025







THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL 00002508

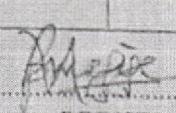
# CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, Cap. 311)

Full Name Kenny Damras Thomas

\* I hereby certify that the following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN	Date					
0103889	20 <sup>th</sup> November, 2024	26 <sup>th</sup> September, 1996	Tanzanian	P.O. Box 65001 Dar es Salaam	Bachelor of Pharmacy	Mulimbili University of Health and Allied Sciences 2023

Date 19<sup>th</sup> December 2024
  
 REGISTRAR

- NOTES: (1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and reference should thereafter be made to the current Published list for evidence as to continue registration.
- (2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.



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. MWANJA MWAITARA SHABANI PIN 0405860
2. Namba ya simu. 0621738825 barua pepe MwaitaraMwaji@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31/12/2024
4. Je, umehusha 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. MWANJA MWAITARA SHABANI mwenye  
taaluma ya dawa ngazi ya STASHAMADA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
W & J PHARMACY FIN 0103004 lililopo katika  
Wilaya ya SINGIDA MC Mkoani SINGIDA  
Sahihi [Signature] Tarehe 23/7/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi James R. Kariuki Tarehe 23/7/2025

Muhuri KNY:  
DMO

K.N.Y. NGANGA MKUU  
MANISPAA SINGIDA

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) PENINA A. MAGNELA Kata ya MISUNA

Nathibitisha kwamba Ndugu MWANJA MWAITARA SHABANI anaishi  
langu mtaa kijiji MISUNA, kuanzia mwaka 2025

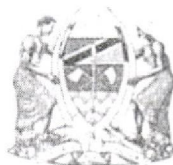
Sahihi Afisamtendaji

Tarehe

23/07/2025







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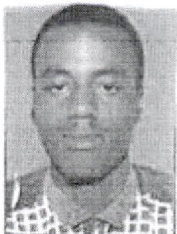
THE UNITED REPUBLIC OF TANZANIA

00005022

THE PHARMACY COUNCIL

## CERTIFICATE OF ENROLLMENT

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



Full Name

Mwariya Mwajira Shabani

Council

1277

Dodoma

\*I hereby 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 of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN	Date					
0405860	11th November, 2022	5th March, 1999	Tanzanian	P.O. Box 521. Singida	Diploma in Pharmaceutical Sciences	Kigamboni City College of Health and Allied Sciences 2021

Date 24<sup>th</sup> January 2023

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.

Certified as True Copy of the Original

Yusuf Omari Mlekwa

Advocate, Notary Public &amp; Commissioner

for Oaths

Sign:

Date: 3/5/23

Government Printer, Dsm

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

WESKO SINAI

(PROPRIETOR)

AND

KENT DAMAS THOMAS

(SUPERINTENDENT)

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

This Agreement is made on this 23<sup>rd</sup> day of 07 20 25

**BETWEEN**

WESICO BRADY (Name) of P.O. BOX \_\_\_\_\_ Region \_\_\_\_\_  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

**AND**

KENY DAMAS THOMAS 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 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 Retail only 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 28<sup>th</sup> day of 07 2025 to 28<sup>th</sup> day of 07 2026

## 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 28<sup>th</sup> day of 07 20 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 allowance/emoluments of TZS 8,000,000/= payable to the **SUPERINTENDENT** upon 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 **1<sup>st</sup> 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

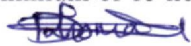
the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 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 on 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 log, dispensing register, ledgers 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 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 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 (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 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 23 day of 07 2025

SIGNED and DELIVERED at ..... by the said  
WESIKO BINAGI who is known  
to me personally/identified to me by .....  
..... the latter being  
personally known to me this 23<sup>rd</sup> day of July 2025.

  
\_\_\_\_\_  
PROPRIETOR

In the presence of:

Name: GODWEL

Designation: Advocate

Signature: [Signature]

Address: 979

Date: 23<sup>rd</sup> July 2025

Signed and delivered by the parties at this ..... day of ..... 20.....

SIGNED and DELIVERED at ..... by the said  
KENY DAMAS THOMAS who is known  
to me personally/identified to me by .....  
..... the latter being  
personally known to me this 23<sup>rd</sup> day of July 2025.

  
\_\_\_\_\_  
SUPERITENDENT

In the presence of:

Name: GODWEL

Designation: Advocate

Signature: [Signature]

Address: 979

Date: 23<sup>rd</sup> July 2025





## AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 23<sup>th</sup> day of 07 2025

WESUKO BINAHI  
MWAN (Name) of P.O.BOX \_\_\_\_\_ Region SINGIDA  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business.

AND

MWANJA MWATJARA SHABAM 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 Retail only 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 28<sup>th</sup> day of 07 2025 to 28<sup>th</sup> day of 07 2026

## 3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 28<sup>th</sup> day of 07 2025

## 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. 100,000/=  
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 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.

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 23<sup>rd</sup> day of 07 2025

**SIGNED and DELIVERED**

By the said WESIKO B/MAGI

Who is known to me personally/ \_\_\_\_\_

Introduced to me by \_\_\_\_\_

\_\_\_\_\_ the latter known to me personally

This 23<sup>rd</sup> day of July 2025

  
\_\_\_\_\_  
PROPRIETOR

In the presence of: GODWIN LAWRENCE

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SIGNED and DELIVERED**


By the said MWANJA MWATJARA SHABAM

Who is known to me personally/ \_\_\_\_\_

Introduced to me by \_\_\_\_\_

\_\_\_\_\_ the latter known to me personally

This 23<sup>rd</sup> day of July 2025

  
\_\_\_\_\_  
PHARMACEUTICAL  
TECHNICIAN

In the presence of: GODWIN LAWRENCE

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

