### THE UNITED REPUBLIC OF TANZANIA

### MINISTRY OF HEALTH



### **PHARMACY COUNCIL**

### NOTIFICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A PHARMACY

(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

| Changes to be Made: Superintendent Other Pharmaceutical Personnel                                                                                                                                                                  |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY.  A.1. DETAILS OF THE PHARMACY                                                                                                   |   |
| Name of the Pharmacy SUUNGO PHARMACY Facility Identification Number (FIN) 0300498                                                                                                                                                  |   |
| Physical address: Street 5000 Ward SEGELE District/Municipal HUNALA-EARMARegion SHIDTANGA                                                                                                                                          | ľ |
| A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name NEVELANDA W. VICENT PIN 040 8888 Phone 0765 663592  Address JEGGE Email Vens Condendand Incont @ Small com                                                |   |
| A.3. REASON(s) FOR CHANGE                                                                                                                                                                                                          |   |
| MUTUAL AGREEMENT                                                                                                                                                                                                                   |   |
| Time frame of notification: (As per Contract) 1 North Signature V. V. and Date \$10 2025                                                                                                                                           |   |
| A.4. OWNER'S DETAILS  Full Name Pithard NAMENGETWA MENGT Phone Number 0765748074  Remarks Nimelubal  Signature Chamby Date 2010 (2025                                                                                              |   |
| B. TO BE COMPLETED BY THE OWNER ONLY                                                                                                                                                                                               |   |
| B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name GRACE JULIUL DEOGRAMADINO409838 Phone Number0765696709 Email gdealulu @ gmail. a                                                                                | m |
| Physical address: Street BUSUT 60 Ward SEGESE District/Municipal MSA/ALA - KAHAMARegion SHITY ANSA Details of Previous pharmacy: Name of Pharmacy: FIN 19754/180istrict/Municipal Region                                           |   |
| Name of Pharmacy                                                                                                                                                                                                                   |   |
| B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL (To be attached)                                                                                                                           |   |
| (i) Copies of registration certificate and valid license to practice (ii) Contract Agreement/MOU (iii) Commitment Letter                                                                                                           |   |
| C. FOR OFFICIAL USE ONLY                                                                                                                                                                                                           |   |
| INSPECTION/REGISTRATION OR ZONAL OFFICE                                                                                                                                                                                            |   |
| Recommendations                                                                                                                                                                                                                    |   |
| D. NOTE; Failure to acquire the services of another superintendent/ Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311. |   |
| MP. Other pharmaceutical passaged many appropriate accounting passaged from supprinted and                                                                                                                                         |   |

### 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 GRACE JULIUL DEO GRATIAS PIN 0409838                                                                                                   |
| 2. Namba ya simu 0765696709 barua pepe gdeolulur@gmaul.com                                                                                                     |
| 3. Tarehe ya mwisho kuhuisha jina (Retention)31 12 2024                                                                                                        |
| 4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?                                                                                 |
| (http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-                                                                                          |
| signup.php)                                                                                                                                                    |
|                                                                                                                                                                |
| SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:                                                                                                                     |
| Mimi GRACE JULIUS DEOGRATIAS mwenye                                                                                                                            |
| taaluma ya dawa ngazi ya <u>Stashahada</u> nakiri kwamba nitafanya                                                                                             |
| kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo                                                                                        |
| Busungo Pharmacy FIN 0300498 lililopo katika                                                                                                                   |
| Wilaya ya MSALALA - KAHAMA Mkoani SHITIYAMAA                                                                                                                   |
| Sahihi G. decorrotion Tarehe 20/10/2025                                                                                                                        |
| Uthibitisho wa Mfamasia wa Halmashauri                                                                                                                         |
| Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa                                                                                            |
| Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/ si miongoni mwa wanataaluma waliopo katika halmashauri ninayosimamia  KNY: Muhuri KNY: pMo GANGA MKUU (พรา |
| SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:                                                                                                                       |
| Ithibitishwe na: Afisa Mtendaji                                                                                                                                |
| Jina la mtendaji (Kata) Evanary ELLAS PROMPONEKata ya SECLESE                                                                                                  |
| Nathibitisha kwamba Ndugu GRACE TUMUS DESCRATIAS anaishi MUNICATENDA IL KATA                                                                                   |
| RATA TA STOCESC                                                                                                                                                |
| Sahihi Afisamtendaji Tareḥe MSALALA-KAHAMA                                                                                                                     |
| De-pre Holilass                                                                                                                                                |

| AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This Agreement is made on this 20 <sup>TK</sup> day of 0CT 2025                                                                                                                                         |
| BETWEEN                                                                                                                                                                                                 |
| RICHARD MSENGI (Name) of P.O.BOX 16 Region SHNYANGA (hereinafter                                                                                                                                        |
| referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees, agents or his legal representative of his business.                                                                 |
| AND                                                                                                                                                                                                     |
| GRACE JULIUS DEOGRATIAS enrolled Pharmaceutical Technician who will                                                                                                                                     |
| perform all the technical activities in the Pharmacy under pharmacist supervision (hereinafter referred to as the <b>Pharmaceutical Technician</b> ).                                                   |
| 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; |
| <b>WHEREAS</b> 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                                                                                                      |

### AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

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

### 1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

BURUNGO PHARMACY

"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

authority of owning of pharmacy to a third person during existence of its operation party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of **"Transfer of ownership"** means any disposition of ownership of the facility subject of this agreement to a third

## 2. Duration of Agreement

| 2014       | his Agreeme                                                                              |
|------------|------------------------------------------------------------------------------------------|
| day of Oci | nt shall be                                                                              |
|            | effective                                                                                |
| 2025       | for a period o                                                                           |
| to 2015    | f twelve (12)                                                                            |
| day of oc  | months, o                                                                                |
| ०५ 2026    | his Agreement shall be effective for a period of twelve (12) months, commencing from the |

# 3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the day of 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

upon discharging his duties and functions as per this Agreement. At any event, the salary shall not be paid in 350,000/2 payable monthly to the PHARMACEUTICAL TECHNICIAN

- and shall be paid monthly and no later than the 5th day of the following month 4.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits
- other relevant authorities. 4.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and
- maintained in high level at all times 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are
- Pharmacy Council 4.1.5 Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the
- the modern pharmacy practice 4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining



- Superintendent on professional and matters related to provision of good pharmaceutical services 4.1.7 Follow up and implement on matters advised by a Pharmaceutical Technician and approved by
- 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.
- pharmaceutical services and operations. 4.1.10 Shall ensure the use of reference and other relevant materials whenever necessary for provision of
- 4.1.11. Shall report to the Pharmacy Council on poor attendance, service provided or
- malpractices done by the Pharmaceutical Technician.
- Superintendent log book, PC logo, dispensing register, ledgers etc. 4.1.11 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e
- performance of professional services in the pharmacy 4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-
- superintendent 4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a
- 4.1.14 Perform any other duty as the Council may determine from time to time

# 4.2 The Pharmaceutical Technician;

the duties according to their scope of practice to the said pharmacy, dealing in Pharmaceuticals with all commitment and professional diligence, take the necessary steps to establish and efficiently perform At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall,

The Pharmaceutical Technician under personal supervision of a pharmacist

Shall have the following duties and obligations: -

- maintained in high level at all times 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are
- 4.2.2 Shall ensure services are provided are provided under his/ her physical supervision.
- of a pharmacist. 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision
- 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.



- ractice standards. 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy
- or provision of pharmaceutical services and operations are in place 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary
- 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
- pharmaceutical personnel any other certificates from other are conspicuously displayed premises 4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of in the
- and kept in compliance with good pharmacy practice standards 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged
- .2.13 Shall perform any other duty as the council may determine

### 5. Termination

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

issuing a written notice of one (1) month to the other party of his intention to terminate this contract This agreement may be terminated by mutual agreement between both parties and or any party upon

Pharmacy Council for notification The written notice shall be addressed to the other part and copy shall be submitted to the Registrar,

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

closure order as per the Act. The Parties agree that the Council shall not be obligated to issue another notice of termination but a

## 6. Dispute Settlement

to resolve the matter amicably 6.1 In the event of dispute in connection with this agreement both parties will make every effort

- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- initiating or proceeding to The Commission for the Mediation and Arbitration (CMA). 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Pharmaceutical Technician from
- 7. Costs

The Proprietor shall meet the cost of drawing up this Agreement.

- the rights and duties of the parties. 8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and
- only. 9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance

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 thisday of | 4 20 <b>25</b> |
|---------------------------------------------------|----------------|
| SIGNED and DELIVERED                              |                |
| By the said RICHARD MANY                          |                |
| Who is known to me personally/                    |                |
| Introduced to me by GRACE DEOGRATILAS             | 5              |
| the latter known to me personally                 | O AMELYO       |
| This 20 th day of cer 20.25                       | PROPRIETOR     |
| In the presence of:                               |                |
| Name: ZENA ANIMONY KARINGA KORING                 |                |
| Designation: ADVD CATE (NESSO) TO THE             |                |
| 1.7                                               |                |
| Date: 90 10 2025                                  |                |
| SIGNED and DELIVERED                              |                |
| By the said GRACE NEOGRATIAL                      |                |
| Who is known to me personally/                    |                |
| Introduced to me by RIGHAD MIENT                  |                |
| the latter known to me personally                 | G. Deogradias  |

**CS** CamScanner

PHARMACEUTICAL TECHNICIAN