## 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 A.1. DETAILS OF THE BHARMACY Name of the Pharmacy
	Street Kinga Utrad Ward Kinga District/Municipal Mashi Mini Harris Kilimania
	Full Name OFTINGA WAGA PHARMACEUTICAL PERSONNEL Address PIND 408 483 Phone 07538852710774425271
£	A.3. REASON(s) FOR CHANGE Kupata Kazi Saturnin Nyingine
	Time frame of notification: (As per Contract) 30 days Signature W.O.T. Date 11/05/2025
	A.4. OWNER'S DETAILS Full Name POELLA STANSLAUS ASETH REPORTUDED 1207 H 482727 Remarks Signature Date 28 06 2025
E	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name MWANA I DI A SILAYO PIN 04066 44 One Number 0659  Physical address  Street MJ MP/A Ward MAJENGO District/Municipal Mos (44 Region MC MANTARD)  Name of Pharmacy  FIN District/Municipal Region  Region  Region  Region
	B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL  (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.	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 3.11
	NB: Other pharmaceutical personnel mean any pharmaceutical 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)

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# 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

**MWANAIDI ABDI SILAYO** 

PIN NO: 0406640

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:17 April 2023

Expires on:31 December 2025

Registrar Pharmacy Council







2.

5.

MOUNT KIBO PHARMACY 2012 COMPANY LIMITED P.O. BOX 1428 Moshi,Kilimanjaro Tell: +2552751462 Cell: +255754482727 Email: info@mountkibopharmacy.co.tz mountkibophamacy2012@gmail.com Tin: 151-171-680

P. O. Box 20950, DAR ES SALAAM. Kipata & Congo street Kariakoo area, Ilala Municipality

## CONTRACT OF EMPLOYMENT

This Agreement is made this 20th day of JUNE 20.25				
BETWEEN				
MOUNT KIBO PHARMACY 2012 COMPANY LIMITED P.O.BOX 1428, MOSHI, KILIMANJARO, TEL+2552 754483727 :Email:info@mountkibopharmacy.co.tz A company dully incorporated under the Companies Act CAP 212, which deals with pharmacy business in Tanzania which also has Office Branch at Dar es salaam, (Hereinafter referred to as "the Employer" [proprietor]) of one part.				
AND				
MWANAIDI ABDI SILAYO a natural person, resident of MOSHL , Mobile No. 0745 09 070 [ who have full qualification to work as a pharmaceutical technician (Hereinafter referred to as "the Employee") of the other part.				
1. COMMENCEMENT				
This contract shall be for the term of one year starting from $30$ day of $30$ the year 2025 and continue until on $30.10612026$				
2. Age of the Employee				
3. PLACE OF RECRUITMENT KILIMANJARO				
4. PLACE OF WORK				
At KILIMANJARO, Tanzania.				
5. JOB DESCRIPTION				
5.1 Job title: PHARMACEUTICAL TECHNICIAN				

i. Shall ensure pharmaceutical services are provided with due care.

5.2 The Pharmaceutical Technician shall have the following duties and obligations: -

- i. Shall ensure all proper records are maintained and managed well in accordance to good pharmacy practice.
- ii. Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- iii. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the pharmaceutical technician.
- iv. Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC logo, dispensing register, ledgers etc.
- v. Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- vi. Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.
- vii. Preparing new prescription and refill requests for patients
- viii. Dispensing medication to patients per the prescription, or provider's orders
- ix. Packing and labeling a prescribed medication
- x. Processing insurance claims
- xi. Tracking inventory
- xii. Preparing compounded medications using sterile and non-sterile processes
- xiii. Repackaging of bulk medications
- 5.3. The duties may change from time to time due to changes of rules, regulations and laws relating thereto.
- 5.4 The employer may deem fit and appropriate, without prejudice to what is stated in paragraph 5.2 above any changes made thereto shall be made known to the employee in writing.

#### 5.5. The proprietor/Employer shall have the following duties and responsibilities;

- xiv. To comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.
- xv. Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

- xvii. Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- xviii. Perform any other duty as the Council may determine from time to time.

#### 6. PROBATION

This Contract shall have the probationary period of six(3) months, of which may be extended or confirmed depending on the standard of performance by the Employee.

#### 7. SALARY

The Employee's starting salary will be TZS. 500,000 /= (...FLAND this will be the salary before deductions.

The employee has accepted the following deductions:

- 7.1 NSSF from which 10% of the salary will be deducted and the employer will be responsible for contributing another 10%.
- 7.2 Payroll tax (PAYE)
- 7.3 Credit deductions, mid-month payments or any other deductions that the employee owes the company.

#### 8. HOURS OF WORK

- 8.1 The ordinary working week commences on Monday and ends on Sunday depending on a weekly working shift.
- 8.2 Overtime may be worked when agreed by both parties.
- 8.3 The employee shall be paid overtime according to the law.
- 8.4 The daily working days may change depending on the prevailing circumstances

#### 9. WORKING ON REST DAYS

If the Employee works on a day off, shall be done by an agreement between the parties.

#### 10. WORKING ON HOLIDAYS

- a. The employee shall be entitled to the payment of wages for each day of the holiday.
- b. Work on a paid holiday will be done by agreement.
- c. When an employee works on a public holiday, the employee will be paid after an agreement.

#### **2.** ANNUAL LEAVE

- 2.1 An employee is entitled to 28 days of paid leave in an annual cycle. These days will include any public holidays that fall during that period. A leave cycle for the purposes of annual leave means a period of 12 consecutive months from the start of his employment or the end of the cycle since the last leave.
- 2.3 The number of days may be reduced due to the number of emergency leave days granted by the employee's request.
- 2.4 By agreement between the employer and the employee, the employee can work during his annual leave only once and be paid for that leave. This agreement shall not be continuous.

#### **3.** SICK LEAVE

3.1 According to Article 32 of the Employment and Labour Relations Act CAP 366
R.E 2019 an Employee is entitled to 126 days paid sick leave in a vacation cycle
if he has proof of doctor's certificates for each occasion when he took sick leave.
Payment will be made by the employer, however, it will not be required if the
employee is entitled to paid sick leave under the law, fund or any collective
agreement.

Sick leave pay will be provided as follows:-

- (a) the first 63 days shall be paid the normal salary; and
- (b) the second 63 days will be paid half of the salary he earns.
- 3.2 For purposes of sick leave, the leave cycle is the period of 36 months of employment starting from the day of commencement of employment or the end of the last 36-month sick leave cycle.
- 3.3 The employee will notify the employer as soon as possible if he/she is unable to come to work due to illness.

## **13.** MATERNITY LEAVE AND PATERNITY LEAVE (FOR FATHERS AND MOTHERS)

The employee will have the right to maternity leave (mother) or parental leave (father). Section 34 of the Employment and Labour Relations Act.

#### 4. 1 Maternity Leave for Mothers

- (a) An employee who intends to take maternity leave (mother) must give information (notice) to the employer regarding her intentions to take maternity leave at least 3 months before the expected date and the information must be accompanied by a doctor's certificate.
- (b) An employee who took maternity leave is not allowed to start work within six weeks after giving birth otherwise until the doctor has confirmed it.
- (c) A mother has the right to paid leave for 84 days for the birth of one child or 100 days if she gives birth to more than one child.
- (d) The employer is only responsible for providing paid leave for 4 periods of maternity leave to the employee.
- (e) The cycle of paid maternity leave is 36 months.
- (f) If the employee breastfeeds the child, the employer will allow the employee to breastfeed the child during working hours for an average of two hours a day during the 6 months after returning to work.

#### 13.2 Paternity Leave for Fathers

The employee (husband) has the right to maternity leave of at least 3 days of paid leave after the wife gives birth. The terms of this leave are as follows:

- (a) Leave shall be taken within 7 days of the child's birth
- (b) The employee is the father of the child
- (c) It will be taken once in a cycle of 36 months regardless of the number of reproductive events of the father in question.

#### **5.** Compassionate Leave

An employee is entitled to compassionate leave in a cycle of 36 months. The conditions of compassionate leave are as follows:

a) If the employee suffers the death of a spouse or parent or grandparent or grandchild or sibling.

#### 16. OTHER TERMS OF THE EMPLOYMENT AGREEMENT

#### 16.1 Confidentiality

During the term of his employment and after termination thereof, the Employee undertakes not to reproduce, publish, use, disclose, show or otherwise communicate to any person or entity any of the Employer's confidential information, unless the Employer expressly permits or instructs him to do so in writing.

16.2 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably, until it becomes impossible is where the aggrieved party may seek legal remedy.

#### 17. APPLICATION OF LAW

- a) This contract will be interpreted and applied according to the provisions of the Employment and Labour Relations Act CAP 366 R.E 2019.
- b) For the Matter Relating to professionalism compliance this Agreement shall be guided by the Pharmacy Act CAP 311 R.E 2019 and another Rules and Regulations relating thereto.
- c) Where there is any conflict between this Agreement and the Employment and Labour Relations Act, the provisions of the Act shall be used as the terms of this Agreement.
- d) The employee shall be entitled to any other benefits specified by the Employment and Labour Relations Act, if not specified in this Agreement or as agreed by both parties.

This contract is hereby signed and dated at MOSHI this 30 day of JUNE 2025

#### **Employee's Name and Signature:**

I hereby declare that the employer has supplied me with one original copy of this Contract.



On behalf of the Employer,				
Name: ADELLA STANSLAUS ASSEY Signature: AASSE				
Address: P. O BOX 1428 MOSHI Position: MANAGING DIRECTOR				
In the presence of:-				
Name: ISAACK ZAKE				
Address: P.O. BEX 62608 DAR-ES-SOLAAM				
Designation: COMMISSIONER FOR OATHS    Signature:   Signature:   Isaack Zake   P.O.Box 62605 Der se Selsom   Advocate, Notary Public &   Commissioner for Oaths				
Date: 30th JUNE 2025				
Signed and dated at Morth by the said MWANAIDI A SIAYO who is Personally known to me/identified to me by EMMANUEL R. NYA TIBY KA the later being known to me personally this 20th day of JUNE 2024.				
In the presence of:				
Name: ISAACK ZAKE				
Address: P.O BOX 62605 DAR-ES-SALAAM				
Designation: COMMISSIONER FOR OATHS ISABCKZAKE				
Signature: P.O. Box 62605 Der ox Selaam Advecate. Notary Public &				

\* This contract shall be produced in two authentic copies, to be signed by both parties, one by the employer and the other by the employee. By signing this Agreement each party agrees to have been supplied with the employment contract.

Date: 30th JUNE 2025

Commissioner for Oaths