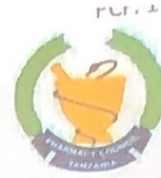




THE UNITED REPUBLIC OF TANZANIA

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: FAIVA PHARMACY Facility Identification Number (FIN): 0102846  
Physical address: KIBAOPI "A" Ward: CHOKAA District/Municipal: CHUNYA Region: MBEYA  
Street: KIBAOPI "A"

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: JOSIA CLEMENT PIN: Phone: 0764014262  
Address: CHUNYA - MBEYA Email: josia.kaboya21@gmail.com

A.3. REASON(S) FOR CHANGE

FAMILY MATTERS

Time frame of notification: (As per Contract) 1 MONTH Signature: dga Date: 10/04/2025

A.4. OWNER'S DETAILS

Full Name: STANISLAUS SAMUEL Phone Number: 0769100307  
Remarks: TO BE ALLOWED  
Signature: [Signature] Date: 10/04/2025

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: RAMADHANI SELE PIN: 0497116 Phone Number: 0675117182 Email: ramadhani.sele@gmail.com  
Physical address: KIBAOPI "A" Ward: CHOKAA District/Municipal: CHUNYA Region: MBEYA  
Street: KIBAOPI "A"  
Details of Previous pharmacy: Name of Pharmacy: 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: 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.



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 RAMADHANI SEIF PIN 0407916
2. Namba ya simu 0675117182 barua pepe ramadhanimakaha@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 15/04/2025
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>) ☐ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi RAMADHANI SEIF MAKHA mwenye taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo PAWA INVESTMENT PHARMACY FIN 0102846 lililopo katika Wilaya ya CHUNYA Mkoani MBEYA  
Sahihi Rm. Tarehe 15/04/2025

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 MACEER IBRAHIM Tarehe 15/04/2025  
MGANGA MKUU (W)  
P. O. Box 140  
CHUNYA - MBEYA

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Itibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) SHADRACK JEREMIA Kata ya CHOKA A  
Nathibitisha kwamba Ndugu RAMADHAN SEIF anaishi KIRAZI "A" kuanzia mwaka 2024 ISAMU  
langu mtaa/kijiji KIRAZI "A" kuanzia mwaka 2024 ISAMU

Sahihi Afisamtendaji

Tarehe 15/04/2025

Muhuri KNY:  
DMO  
AFISA MTENDAJI WAKIJI  
KIJILI CHAKIABONI  
CHUNYA



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

**RAMADHANI SEIF MAKEHA**

**PIN NO: 0407916**

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: **20 December 2023**

Expires on: **31 December 2025**

Registrar  
Pharmacy Council





## EMPLOYMENT AGREEMENT

This Agreement is made on this 15<sup>TH</sup> day of April, in the year 2025, **BY AND BETWEEN**

**FAIVA INVESTMENT** of P.o. Box 53115, Located at Kibao A, Ward (Choka), Chunya District, Mbeya Region (Hereinafter referred to as **FAIVA**) the expression which includes his assignees, agents or his legal representative of his business, of one part; AND,

AND,

**RAMADHANI SEIF MAKEHA** a registered pharmaceutical technician, in charge who supervises the business of Pharmacy (hereinafter referred to as the **PHARMACEUTICAL TECHNICIAN**) of another part;

### OPENING RECITALS

**WHEREAS** the **FAIVA** runs and operates a business of a Pharmacy which is a regulated business under the Act;

**WHEREAS** in compliance with Section 43 of the Act **FAIVA** wishes to engage the professional services of a pharmacist to be in charge of 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;

**AND WHEREAS** the proprietor and a pharmaceutical technician are desirous to enter into an agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and conditions as hereinafter appearing;

**AND WHEREAS** the parties agree that the pharmaceutical technician will be providing pharmaceutical services to a business of a Pharmacy styled as **Faiva Investment Pharmacy**.

**AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;**

#### **1. Interpretation:**

Act	means the Pharmacy Act, Cap 311 R.E 2002 Laws of Tanzania.
Agreement"	means the Agreement between the parties to establish and operate a business of Pharmacy.
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 of the Act.
FAIVA	means an owner of all business under the brand of FAIVA and includes his assignees, agents or his legal representatives.
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.
Pharmaceutical technician	means a person enrolled as such under section 24 of the Act.
Registrar	means Registrar of the council appointed under Section 11 of the Act.

#### **2. Duration of Agreement**



This Agreement shall be effective for a period of twelve (12) months, commencing from the **15.04. 2025 to 14.04.2026.**

### **3. Commencement of Services**

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the **15.04. 2025.**

### **4. Obligation of the Parties:**

The Proprietor: The proprietor shall have the following duties and responsibilities;

4.1.1 The PROPRIETOR shall pay Monthly salary/emoluments of **TZS. 500,000/-** payable monthly to the Pharmaceutical technician upon discharging his duties and functions as per this Agreement and at any event the salary shall not be paid in advance.

4.1.2 The salary/emoluments shall be subject to any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 10<sup>th</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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.6 Shall ensure pharmaceutical services are provided with due care.

4.1.7 Shall ensure all proper records are maintained and managed well.

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 provide pharmaceutical care and services to clients of the said pharmacy.

The pharmaceutical technician shall have the following duties and obligations: -

4.2.1 Shall provide pharmaceutical service with due care.

4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.

4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice

4.2.4 Shall perform any other duty as the Council may determine.

4.2.5 Shall not without valid reason interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.2.6 Shall ensure physical supervision of the pharmacy and work full time.

4.2.7 Since the pharmacy operates 24 hours, the hours of work in a shift shall be 12 hours, six days a week. However, on exigency of services, job demands and staff shortages the Pharmaceutical Technician may have to work beyond those days and hours provided that there is mutual agreement on it.

4.2.8 Shall implement and ensure standards required for pharmacy and pharmaceuticals properties are maintained in high level at all times.

4.2.9 Shall manage and undertake technical and professional matters in the pharmacy including preparing order list, keeping track of drugs expiring dates and giving them selling priority making sure they are the consumers/prescribers including the doctors are informed of the soon to expire drugs.

4.2.10 Preparing reports and offer recommendations.

4.2.11 Shall supervise and control all pharmaceuticals personnel working in the pharmacy and ensure day to day functions of the pharmacy abide by the law.

4.2.12 Shall facilitate capacity building to all personnel in the pharmacy.



- 4.2.13 Shall report to the council on any malpractice or violations done by FAIVA.
- 4.2.14 Must ensure who ever is on duty shall appear on a white coat and name tag on it.
- 4.2.15 Making sure all collections are posted and advise ways to improve day to day sales.
- 4.2.16 Making sure all and different variety of drugs are available in the pharmacy, and at times updating the team on availability of a new drug in the market.
- 4.2.17 Shall not work for any other pharmacy during existence of this contract.
- 4.2.18 Shall not divulge any trade secrets, confidential information, business information to any person, competitor, customers, suppliers or any interested party.

#### **5. Pharmacy Sales and Overall sales**

The Superintendent's herein guarantees FAIVA Management that:

- i. Daily sales target shall not be below **TZS. 500,000/-** Per day.
- ii. Weekly sales target (Seven calendar Days inclusive of public and weekends) shall not be below **TZS.3,750,000/-**.
- iii. The Superintendent herein warrants FAIVA Management where daily sales target are not met for five days consecutive, he shall be subjected to disciplinary hearing which may lead to his termination, and where Weekly sales target are not achieved for two weeks consecutive his tenure in office shall be halted

Provided that where during Quarterly assessment meeting (Three months period) it is found out that two (02) or more weekly sales targets were not achieved by the Superintendent, then the Superintendent shall be liable for sales cut (deduction of his monthly allowance/salary) and where such behaviour continues, for two quarterly meetings, FAIVA Management shall have exclusive right to terminate this agreement at Superintendent costs.

#### **6. Termination**

This agreement may be terminated by:

- a) Automatic termination
- b) Mutual consent
- c) Issuance of thirty (30) days' notice.
- d) Issuance of 30 days payment in lieu of Notice.
- e) Upon expiry of fixed employment period, unless otherwise the parties agree to renew the terms of the employment agreement.
- f) Where the council cancels the license, or suspends or removes the name of Pharmaceutical Technician from the Register due to professional misconducts in accordance with Section 45 of the Act.  
Notwithstanding the requirement of this clause, where termination s due to the cancellation of the Pharmaceutical Technician's license, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Pharmaceutical Technician for the work done for any such of days before the cancellation, suspension or removal shall be paid by the FAIVA prior to termination.
- g) If proof shows Pharmaceutical Technician is stealing from the pharmacy.
- h) The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.
- i) Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- j) The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.



## **7. Dispute Settlement**

In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

## **8. Costs**

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

## **9. Applicable Law**

The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

## **10. General Clauses**

- a) The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.
- b) The Employee shall be under supervision of the Managing Director.
- c) The Employee's employment is subject to the successful completion of a 3 (three) month probation period. During the probation period the Employee's performance, ability, demeanour and conduct will be assessed. FAIVA will give the Employee reasonable evaluation, instruction, training guidance and/or counselling in order to allow the Employee to render a satisfactory service. At the end of probation period and if successful, the FAIVA shall confirm the Employee in his position.
- d) The Pharmaceutical Technician understands and accepts that the nature of the business is to regularly operate outside of office hours and agrees to overtime and public holiday work as part of this Employment Contract as a contractual obligation whenever required by the FAIVA to do so.
- e) The provision on sick leave as stipulated in Employment and Labour Relations Act, 2004 shall apply to this contract.
- f) The FAIVA's rules, codes, policies, standards and procedures, which include, but are not limited to, its disciplinary code, performance standards, safety standards, organizational policy as well as any future amendments to any of the above rules, codes, policies, standards and procedures at any future date by the FAIVA, form an integral part of this contract of employment.
- g) The Pharmaceutical Technician is expected to familiarize him / herself with such rules, codes, policies performance standards and procedures.
- h) Pharmaceutical Technicians are obliged at all times to wear the prescribed clothing in the course of performing their duties. Refusal to do so can lead to disciplinary action.
- i) The FAIVA will not provide transport to enable you to report to and from your place of work.

## **11. Applicability of Code of Conduct**

- a) The employee hereby unequivocally agrees to follow and be bound by the following rules of conduct while on work attached together with this contract and marked as **ANNEXURE A: KANUNI ZA NIDHAMU**. These rules are in Swahili for easy understanding.
- b) Other code of conduct provided by the Law and company policy manual shall also be part and parcel of Code of Conduct while at work place.

In witness whereof, parties have agreed the terms and conditions of this agreement by signing this agreement against their respective names as it appears herein below.

NAME: STANSLAUS SAMWEL

SIGNATURE: 

TITLE: FAIVA DIRECTOR

DATE: 16/04/2025

In the presence of:

Name: JOSEPHAT KAZAURA

Address: S.L.P. 84 MBEYA

Signature: 

Title: Advocate & Commissioner for Oaths



NAME: RAMADHANI SEIF MAKEHA

SIGNATURE: 


TITLE: EMPLOYEE

DATE: 16/04/2025

In the presence of:

Name: JOSEPHAT KAZAURA

Address: S.L.P. 84 MBEYA

Signature: 

Title: Advocate & Commissioner for Oaths.

