



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. VIVIEN B. OSCAR PIN 0404980
2. Namba ya simu. 0727129919 barua pepe vvienuhugie@gmail.com
3. Tarehe ya mwisho kuhisha jina (Retention) 31/12/2024
4. Je, umehisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(<http://196.45.42.57/bcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na. EC102399613761 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi VIVIEN BENEDICTAR OSCAR mwenye taaluma ya dawa ngazi ya STASHANTADA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo MARANATHA WARE HOWE MBEYA FIN 0600057 lililopo katika Wilaya ya MBEYA Mjini Mkoani MBEYA.
Sahihi Benedictar Tarehe 20/6/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi Bestina Murgike Tarehe 30/6/2025



SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Mzee K.M. Kata ya Iyela

Nadhibitisha kwamba Ndugu VIVIEN B. OSCAR analishi ISA MTENDAJI WA KATIKA langu mtaa/kijiji Iyela I kuanzia mwaka 2019 KATA YA IYELA JUULIA MBEYA

Sahihi Afisamtendaji

Tarehe

26.6.2025



MARANATHA PHARMACY LIMITED

P.O. Box 19828 Dar Es Salaam, P.O. Box 1545 Mbeya
Physical Address:- Msimbazi / Mchikichi Street - KARIAKOO DAR ES SALAAM
Ndongole Street - MWANJELWA MBEYA, Sokoine Road - SONGEA RUVUMA
Mwangaza Area - TUNDUMA SONGWE, Mbeya Road - SUMBAWANGA RUKWA
E-mail: md@maranathapharmacy.co.tz, Website: www.maranathapharmacy.co.tz
TEL: +255 25 2503003, Hotlines: +255 764 602228, +255 764 544044

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This agreement is made on this 20 day of 6 20 25

BETWEEN

MARANATHA PHARMACY LIMITED (Name) of P.O.BOX 1545 Region MBEYA
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of this business.

AND

The VIVIEN BENEDICTAR OSCAR a enrolled Pharmaceutical Technician in charge 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 establish and operate a business of pharmacist styled as WARE HOUSE Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation.

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the 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;

"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.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sales, 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 01 day of 7 2025 to 30 day of 6 2026

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 01 day of 7 2025

4. Obligation of 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. 300,000/- 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 net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no 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 pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.
- 4.1.6 Apply the 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 availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.11 Shall report to the Pharmacy Council on poor attendance, service provide or malpractices done by the superintendent.
- 4.1.12 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.
- 4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.
- 4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical Technician;

Ata 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 may be terminated upon expiry of the contract.

This agreement may be terminated by either party upon issuing a written notice of three (3) months to the other party of this intention to terminate this contract.

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

Notifications 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 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 Superintended from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Cost

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

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

9. The Pharmacy Council will accept additional clause but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this present on the date and in the manner herein after appearing.

Signed and delivered by the parties at Mbeya this 20th day of JUNE 2025

SIGNED and DELIVERED

By the said: STEPHEN SAMUEL LANGENI

Who is known to me personally.....

Introduced to me by MARANATHA PHARMACY LIMITED

.....the latter known to me personally

This 20th day of JUNE 2025



PROPRIETOR

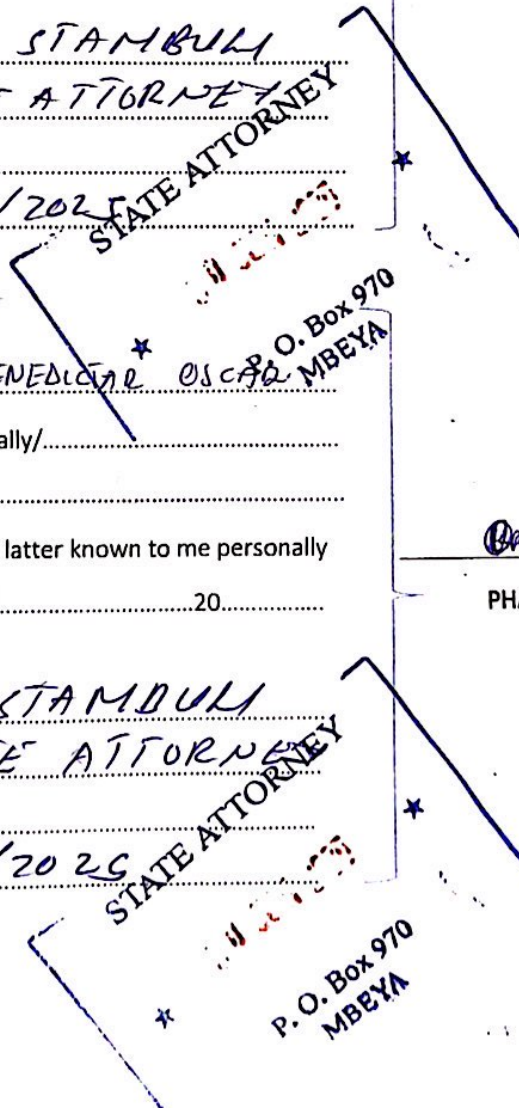
In the presence of:

Name: AHMED STAMBULI

Designation: STATE ATTORNEY

Signature: Ammm

Date: 30/06/2025



SIGNED and DELIVERED

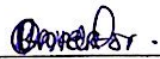
By the said: VIVIEN BENEDICT OSCAR

Who is known to me personally/.....

Introduced to me by.....

.....the latter known to me personally

This.....day of.....20.....



PHARMACEUTICAL TECHNICIAN

In the presence of:

Name: AHMED STAMBULI

Designated: STATE ATTORNEY

Signature: Ammm

Date: 30/06/2025





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

VIVIEN B OSCAR

PIN NO: 0404980

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

aforsaid Act and its Regulations thereto.

Issued:30 June 2022

Expires on:31 December 2025

**Registrar
Pharmacy Council**



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