

### 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. THINDEX  Physical address:  Street. HERERE Ward. NTYUKA District/Municipal. DODOMA Region. DODOMA			
	A.2: DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name CHARLES GODILITH MARYAO PIN 40735 Phone 04457 66695  Address NTYLLA Email Charlesma Kyao 54 0 g mail Com.			
	A.3. REASON(s) FOR CHANGE FXMILY PROBLEM.			
	I WANT TO MOVE FROM DODOMA TO ARWHA.			
	Time frame of notification: (As per Contract) 1 MONTH. Signature. Date 27th 02 2025			
	Full Name ZAIDI EUHA THOMAT Phone Number OHE 2174404 Remarks No PROBLEM BETWEN W. BUT ONLY FAMILY PROBLEM EXPLAINED. Signature Office 27th 03 2025.			
3.	3. TO BE COMPLETED BY THE OWNER ONLY			
	B.1. NEW-SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL Full Name JUSTINE SAKAR! PIN C40104 Phone Number 00227146 Email Justine chausa @gmail.com			
	Physical address: Street NYEQ FOR Ward NTYUEA District/Municipal DODOMA Region DODOMA			
	Details of Previous pharmacy:  Name of Pharmacy:  THOMAN FIN Bistrict/Municipal Details Region DOMAN 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			
٥.	<b>NOTE</b> ; 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



### **ISAMAT AJ ASARASI**



# 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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# PHARMACY COUNCIL





## LICENSE TO PRACTICE

The Pharmacy Act
(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

JUSTINE BAKARI

PIN NO: 0409107

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:14 January 2024

Expires on:31 December 2025

Registrar Pharmacy Council





	This Agreement is made on this 2 th day of 03 20 25		
	BETWEEN		
之大的	(hereinafter referred to as the <b>PROPRIETOR</b> ) the expression which includes his assignees, agents or his legal representative of his business.		
	AND		
	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;		
	<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 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 asPharmacy.		
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.

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

"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.				
Pharmaceutical recrimical inteats a person enrolled as such direct section 25 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 Dunation of Assessment				
2. Duration of Agreement				
This Agreement shall be effective for a period of twelve (12) months, commencing from				
the 271h day of 03 20 25 to 271h day of 03 20 26				
3. Commencement of Supervision				
The Pharmaceutical Technician shall commence technical assistance of the above named				
Pharmacy on the Pharmacy on the Ady of 03 20 25				
Pharmacy on the day of 25 20 CE				
4. Obligation of the Parties:				
4.1 The Proprietor:				
The proprietor shall have the following duties and responsibilities; -				
4.1.1 The <b>PROPRIETOR</b> 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. 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.

- The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 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 thisday of	03 20 25
SIGNED and DELIVERED  By the said. ZAD 1 FINTA THOMA	
Who is known to me personally/	
Introduced to me by	DA III
This	PROPRIETOR
In the presence of:	
Name: FRED PETER 124LONG+	
Designation: Abvoent Figures	
Signature:  Date:  8   4   2015   5   5   5   5   5   5   5   5   5	on the contract of the contrac
SIGNED and DELIVERED  By the said. JUSTINE BAKAPI	
Who is known to me personally/	
Introduced to me by	
the latter known to me personally	Jackani,
This. 21 day of 03 20.25	PHARMACEUTICAL
	TECHNICIAN
In the presence of:	
Name: FRED PETER KALONGO	r
Designation:	
Signature:	1.3
Date: 9 4 Costs	
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