# 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	A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER OF THE PHARMACY.
	Name of the Pharmacy BIDGEN PARICA LTD-WARE HOUSE Facility Identification Number (FIN)
	Physical address: Street Holkit Amin Ward PAMSA District/Municipal Nyamagant Region MWANZA
	A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL  Full Name. MAGNA MOSSANGA PIN 0405029 Phone. D756 856725  Address. DD 1469 MWANZA Email. magnamossanbabgmail. Com
	A.3. REASON(s) FOR CHANGE
	END OF CONTRYCT
	Time frame of notification: (As per Contract) Section 11 Signature Uncaria Date 24/02/2025
	A.4. OWNER'S DETAILS Full Name FEISAL BHOTAN Phone Number 07.63 009.900\$
	Remarks
В.	TO BE COMPLETED BY THE OWNER ONLY
	B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL  Full Name FASHIL SHCRAPI MULA PINOUCESTE Phone Number 0622878721 Email Red ill meshody og graden
	Physical address: Street NCN ETWA Ward DYNMANORO District/Municipal ILCMELA Region MWANZA
	Details of Previous pharmacy:  Name of Pharmacy:  PHARMACY  FIN. District/Municipal Region. Region. 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 Thanke march works and signature the Date 27 02/25
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.

AGREEMENT FOR EMPLO	OT PHAR	MACEUTICAL TEST	
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COAL BOOKEN AFRICA LIZA (hereinafter referred to as the PROPI his legal representative of his busines	Name) of P.O.BOX L RIETOR) the expression v ss.	469 Region M	WANZ
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the technical activiti	autia an	rall- I m	
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WHEREAS	or a pharmacis	st which is a regulated by	
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business, and the	professional services of	cy Practice" Regulation	2012 46-
Proprietor wishes to engage the business,  WHEREAS the Pharmaceutical Tech ieu of remuneration for such services  WHEREAS the proprietor and Pharmaceutical Pharmaceutical Tech ieu of remuneration for such services	Dicion :-	a Pharmaceutical Technic	cian to his
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Technician shall be available at full tir  WHEREAS the Parties agree  BY HOLES ALE	to one	Prouiii	maceutical ig;
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AND NOW WHEREFORE THIS AGR	EEMENT WITNESSED A	S FOLLOWS;	
'Act" means the Pharmacy Act, Cap	311.		
Agreement" means the Agreement	hotus		
	between the parties to ope	erate a business of Pharmas	niot.
		- 55 Stirilatinac	.15l.
Business of pharmacy or pharma	cist" includes		
Business of pharmacy or pharma arried on by a person in relation to m	edicines, medical devices	al pharmacy practice and a or herbal medicines;	ny activity
Pharmacy" means any approved paractice of a pharmacist is provided, a	remises wherein or from	which any services pertain	ing to the
ractice of a pharmacist is provided, a stitutional Pharmacy or wholesale Ph		inity Pharmacy, consultant F	harmacy,



"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.

"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. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 01 day of 02 20 25 to 31 day of 01 20 26

# 3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the day of 02 20 \$5

- 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

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
- 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.

 $6.2\ \mbox{If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.}$ 

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.



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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

FADHIL SHABANI MUSSA

PIN NO: 0406578

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







# THE UNITED REPUBLIC OF TANZANIA

# THE PHARMACY COUNCIL 00005743 CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)

Full Name Fading Shabami Mussa

Pharmacy Council

France, Pox 1277
I fer by Cortify that the following is a true extract from the entry in the roll relating to enrolled pharmeal Technician details in respect of whom are set out below.

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20	2023	2001	Cas	Salation Street Belon Area	297	Qualification
PIN.	Date Date	Date of Birth	Nationality	Address	below.  Qualification	Place and Date of

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annualy by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

# ARA 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)

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signup.php)
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Jina la mtendaji (Kata). ADATUY MARIND Kata ya. MAMANORO
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