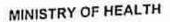
# THE UNITED REPUBLIC OF TANZANIA







# 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)
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 NDANEKWA PHARMACY Facility Identification Number (FIN). D 30050
Name of the Pharmacy, NDANEKWA PHARMACY Facility Identification Number (FIN).  Physical address Street, MERLINE RAM Ward KALANITALALA District/Municipal GETTA Region. GETT
A.Z. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL Full Name. RENATUS 6: James pin 0405 339 Phone. 06 2 34 2 2 2 7 1 Address
A.3. REASON(S) FOR CHANGE CONTRACT TERMINATION
Time frame of notification: (As per Contract) 7 days Signature / Jm Date 10/06/2-25
A.4. OWNER'S DETAILS NEWANE PHARMAY LID Phone Number 0742411878
Remarks
B. TO BE COMPLETED BY THE OWNER ONLY
B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL
Full Name TIRAS ALEX S TERANO PIND498915. Phone Number 0748192779. Email
Physical address: Street: Ward KALANGALALA District/Municipal GEITA Region GEITA
Details of Previous pharmacy
Name of Pharmacy NUMNEKWA PHARMACY FIN 0300506 District/Municipal CELTA Region CELTA
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
Full NameDesignationSignatureDate
D. NOTE;
Failure to acquire the services of another superintendent/ Other Pharmace that Paragonal within the mentioned time

D. NO

Fa 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.



## 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
THEAMASIA FREUNDI DAWA SANIEU TEUNDI DAWA MSAIDIZI PHARM. DISP
1. Jina la mwanataaluma. TIRAS ALEX STEFA NO. PIN .04.08.715
2. Namba ya simu. 0748192739 barua pepe tingater felicing
2. Namba ya simu
3. Tarehe ya mwisho kuhuisha jina (Retention)
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-
(http://196.45.42.57/pcmis.data/view/modules/registrations/ps/35/6 HAPANA signup.php)  MDIYO, Stakabadhi Na. 924249374957  HAPANA
(924249274957306)
SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:
TIRAL ALEX SIFFANO mwenye
Mimi. // Land ngazi ya HayamaleuTual Technungunakiri kwamba nitafanya
in the testile inner la kutolea huduma ya dawa intwalo
NDANEKWA PHARMACY FIN 0300506 lililopo katika
Wilaya ya GEITA Mkoani GEITA
Wilaya ya GETTA Mkoani
Sahihi Tarehe 10.02.2025
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 . ALIU MAKWANI Amb. Tarehe. 10: 03: 30:35
HALMASHAURI YA MANISPAA YA GEITA
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:  S. L. P. 384, GEITA
Ithibitishwe na: Afisa Mtendaji  Benard Kata ya Lalangalala.
Jina la mtendaji (Kata)
Mullan Mullan
Nathibitisha kwamba Ndugu
LAL ILACITATION TO THE PROPERTY OF THE PROPERT
Sahihi Afisamtendaji  10/0/2005  AFISA MTENDA II WAKAT
KALANGALALA
washing.

AGREE	MENT FOR EMP	PLOYMENT OF PH	IARMAC	EUTICAL	TECHNICIAN
This Agreer	nent is made on thi	s_10thday	of Lebi	nuvy	2025
		BETWEEN			4 - SA
NEEMA	BONIPHACE	(Name) of P.O.BC	x <u>538</u>	Region_	4EIIII
(hereinafter agents or his	referred to as the legal representation	PROPRIETOR) the	expression	which incit	Ides tils assignees,
		AND			
who will pe	rform all the tech	STEFANO nical activities in the Pharmaceutical Techn	Pharmacy	lled Pharma under pha	aceutical Technician armacist supervision

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 operate a business of a pharmacist styled as NDANEKWA WHOLESAVE AND RETAIL Pharmacy.

### 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.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

"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	2. Duration of Agreement  This Agreement shall be effective for a period of twelve (12) months, commencing from the
3.	Commencement of Supervision  The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the day of 2025.
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 TZS. 400,000/c 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.

<sup>&</sup>quot;Pharmacist" means a person registered as such under section 16 of the Act.

<sup>&</sup>quot;Pharmaceutical Technician" means a person enrolled as such under section 23 of the Act.

- 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.

date and in the manner herein after appearing.
Signed and delivered by the parties at this
SIGNED and DELIVERED  By the said METALA GENIOTACE  Who is known to me personally/
Name: FELIX MUTHUA FAUMBO  Designation: MINGTATE  Signature: HHas IMBO  Date: 10 lb Feb ruary 2025
SIGNED and DELIVERED
Who is known to me personally/
This day of February 20.7.5  The latter known to me personally PHARMACEUTICAL TECHNICIAN
In the presence of:  Name: FELIX MUTICA FACIMOD  Designation: MUSICA  Signature: Haginto  Date: 10th February 2015
5 Advocate, Notation of Commission of Commis



# 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

**TIRAS ALEX STEFANO** 

PIN NO: 0408715

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:24 September 2024

Expires on:31 December 2025

Registrar Pharmacy Council





