# No. 8728

# DENMARK and TANZANIA

# Agreement on volunteers from Denmark. Signed at Dar es Salaam, on 5 April 1967

Official text: English.

Registered by Denmark on 17 August 1967.

# DANEMARK et TANZANIE

Accord relatif aux volontaires danois. Signé à Dar es-Salam, le 5 avril 1967

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Enregistré par le Danemark le 17 août 1967.

No. 8728. AGREEMENT BETWEEN THE ROYAL DANISH GOVERNMENT AND THE UNITED REPUBLIC OF TANZANIA ON VOLUNTEERS FROM DENMARK. SIGNED AT DAR ES SALAAM, ON 5 APRIL 1967

The Royal Danish Government and the Government of the United Republic of Tanzania desirous of collaborating in the development of Tanzania and of placing at the disposal of the Tanzanian Government Danish Volunteers within the framework of the Danish Development Volunteers Service and inspired with the desire to conclude an agreement to this end have agreed as follows:

## Article 1

The Government of Denmark, represented by the Danish Association for International Co-operation (hereinafter called the Association), will furnish such Danish Volunteers as may be agreed upon by the Government of Tanzania and the Association to perform mutually agreed tasks in Tanzania.

The number of Danish Volunteers as well as their assignments in Tanzania are to be agreed upon by separate exchange of letters between the Government of Tanzania and the Association.

#### Article 2

The Danish Volunteers will work under the supervision of Governmental or other institutions in Tanzania as agreed upon by the two parties.

## Article 3

The Volunteers will serve in Tanzania for a period of two years unless otherwise agreed. During their assignment the Volunteers will be entitled to 3 weeks annual leave.

# Article 4

To enable the Association to discharge its responsibilities in Tanzania under this programme the Government of Tanzania will receive a resident representative of the Association (hereinafter called the Regional Director) and necessary staff.

<sup>&</sup>lt;sup>1</sup> Came into force on 5 April 1967 by signature, in accordance with article 12.

# Article 5

The Association undertakes to:

- (a) provide introductory training of the volunteers before their arrival in Tanzania.
- (b) cover the transportation cost for the volunteers, the Regional Director and staff members between Denmark and Tanzania.
- (c) cover their emoluments during their assignments in Tanzania hereunder called living allowance, leave allowance and outfit allowance.
- (d) provide a limited number of motor vehicles, including motor-cycles as needed to enable the volunteers, the Regional Director, and staff members to perform their duties. The Association will cover maintenance of the above vehicles. The Vehicles will remain the property of the Association.
- (e) cover their insurance expenditures, hereunder health, public liability, and accident.

## Article 6

The Government of Tanzania undertakes to:

- (a) provide the volunteers, the Regional Director, and staff members with necessary visas, entry permits, and permits allowing them to work in Tanzania.
- (b) provide such in-country orientation for the volunteers as might be agreed upon.
- (c) accord equitable treatment of the volunteers, the Regional Director, and staff members, and their property and grant them a treatment no less favourable than that granted to any other non-Tanzania citizen residing in Tanzania and fulfilling similar tasks.
- (d) in consultation with the Regional Director co-ordinate and prepare adequately the agreed placements of the volunteers and ensure loyal support from the institutions or projects to which the volunteers are agreed to be assigned.
- (e) exempt the volunteers, the Regional Director, and staff members from all personal and graduated taxes, hospital tax, or any other taxes which may be imposed in Tanzania, on emoluments received from Danish sources outside Tanzania.
- (f) exempt them from customs on all personal belongings and household effects imported in connection with their arrival in Tanzania.

- (g) exempt the Association from all taxes, fees, and customs duties on the equipment, supplies etc. imported into Tanzania by the Association.
- (h) accord the Association free importation into Tanzania or duty-free purchase in Tanzania of the motor vehicles, including motor-cycles mentioned in article 5 (d).
- (i) provide free of charge suitable accommodation and basic furniture for the volunteers and make it available for them at the time of the initiation of their assignment. By suitable accommodation it is understood at least one room per volunteer. If no Government housing is available, the Government of Tanzania will pay half the cost of accommodation in a boarding house of reasonably good standard.
- (j) cover the costs of all duty travel undertaken by the volunteers including travel costs in connection with any in-country orientation which might be agreed upon. If duty travel is undertaken by motor vehicle belonging to the Association the expenses are to be reimbursed by the Government of Tanzania at the same rate as for the Government officers of the same rank.
- (k) keep the Association informed of any disagreement arising between the volunteer and the institution to which he is assigned and to allow the Regional Director and his staff to visit and observe the activities of the volunteers.

# Article 7

The Government of Tanzania shall have the right to demand the recall of any volunteer whose work or conduct is unsatisfactory in the eyes of the Government of Tanzania and will in such case consult the Regional Director with a view to arranging for the repatriation of the volunteer.

## Article 8

Similarly, the Association will have the right to recall any volunteer after consultation with the Government of Tanzania.

# Article 9

In accordance with the contract between the volunteer and the Association, the volunteer shall have the right to resign from service—after having consulted the Regional Director and given the institution to which he is assigned a reasonable notice.

## Article 10

It is understood by the Government of Tanzania that the provision of volunteers from the Association is subject to the availability of funds in Denmark.

# Article 11

The assistance rendered pursuant to this Agreement is in the exclusive interest and for the exclusive benefit of the Government of Tanzania. In recognition thereof, the Government of Tanzania shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government of Tanzania shall indemnify and hold harmless the Danish personnel against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

## Article 12

This Agreement shall enter into force on the day of its signature and shall remain valid until 90 days after the date of the written notification from either Government to the other of intention to terminate it.

This Agreement is also applicable to volunteers already working in Tanzania at the time of signature.

In witness whereof, the parties hereto acting through their representatives duly authorised for this purpose, have caused this Agreement to be signed in two originals in the English Language in Dar es Salaam this 5th day of April 1967.

For the Royal Danish Government:

Birger Abrahamson

For the Government of the United Republic of Tanzania:

P. Bomani