

No. 8740

DENMARK
and

UNITED REPUBLIC OF TANZANIA

Agreement on scientific and technical co-operation. Signed
at Dar es Salaam, on 5 April 1967

Official text: English.

Registered by Denmark on 24 August 1967.

DANEMARK
et

RÉPUBLIQUE-UNIE DE TANZANIE

Accord de coopération scientifique et technique. Signé à Dar
es-Salam, le 5 avril 1967

Texte officiel anglais.

Enregistré par le Danemark le 24 août 1967.

No. 8740. AGREEMENT¹ ON SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA. SIGNED AT DAR ES SALAAM, ON 5 APRIL 1967

Article 1

1. This Agreement provides for the general terms and conditions on which the Government of Denmark will provide experts and training by way of technical assistance to the Government of the United Republic of Tanzania.

2. The assignment of each expert or group of experts and each training project provided by the Government of Denmark to the Government of the United Republic of Tanzania shall be covered by separate exchange of notes or letters between representatives of the two Governments.

3. In this Agreement, references to the provision of experts, training, or service, under this Agreement, are references to such experts and training who or which are the subject of such notes or letters as are referred to in paragraph 2.

Article 2

LONG-TERM EXPERTS

1. A long-term expert is one who is to stay in Tanzania for such a period, normally over six months, that he would reasonably expect to establish a home in Tanzania and to be accompanied by his family.

2. For each long-term expert provided under this Agreement the Government of Denmark shall provide for :

- (a) all salary (including leave salary) and allowances accruing to the expert as a consequence of his service in Tanzania under this Agreement, other than those allowances provided for in paragraph 3 of this Article ;
- (b) the cost of international travel to and from Tanzania for the expert and his family ;
- (c) the cost of shipping to and from Tanzania the personal and household effects of the expert and his family, or a soft furnishings allowance to enable the expert to establish a residence in Tanzania.

¹ Came into force on 5 April 1967, by signature, in accordance with article 10.

3. For each long-term expert provided under this Agreement the Government of the United Republic of Tanzania shall provide for :

- (a) housing with hard furnishings for the expert and his family ; housing and furnishings will be of the same standard as that provided for officers of the Government of the United Republic of Tanzania of comparable status whose terms of appointment specify an entitlement to housing and will be rent free. Water, telephone and electricity charges in respect of such housing will be the responsibility of the expert. Subsistence allowance upon first arrival and during official journeys will be paid at the same rates as for officers of the Government of the United Republic of Tanzania ;
- (b) local support for the work of the expert, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistants, and free postage and telecommunications for official purposes ;
- (c) local transport for official journeys of the expert to the same extent as provided for officers of the Government of the United Republic of Tanzania of comparable status. For official journeys performed by the expert in his personal motor car, mileage allowance will be paid at the same rates as are paid to officers of the Government of the United Republic of Tanzania ;
- (d) transport within the United Republic between the expert's duty station and the points of entry and departure for the expert, his family and their personal and household effects ;
- (e) medical services and facilities for the expert and his family to the same extent as provided for officers of the Government of the United Republic of Tanzania and their families ;
- (f) the assistance of the Government Passages Agent in clearance through customs of the personal and household effects of the expert to the same extent as is provided for overseas officers of comparable status of the Government of Tanzania.

4. The Government of Tanzania shall permit each expert to take such leave during his service in the United Republic as shall be agreed and specified in the notes or letters relating to his assignment.

Article 3

SHORT-TERM EXPERTS

1. A short-term expert is one who is to stay in Tanzania for such a period, normally less than six months, that he could not reasonably expect to establish a home in Tanzania or to be accompanied by his family.

2. For each short-term expert provided under this Agreement the Government of Denmark shall provide for :

- (a) all salary and allowances accruing to the expert as a consequence of his service in Tanzania under the terms of this Agreement, other than those allowances provided for in paragraph 3 of this Article ;
- (b) the cost of international travel to and from Tanzania for the expert and his personal effects.

3. For each short-term expert provided under this Agreement the Government of Tanzania shall provide for :

- (a) such accommodation as may be agreed between the parties hereto as being appropriate for the length and nature of the expert's assignment. If the expert is housed in a hotel, the Government of Tanzania shall fulfil its obligations by refunding to the expert an amount equivalent to 50 per cent of the full hotel bill (for accommodation and meals but excluding any extras such as laundry, etc.) provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the expert are not above the standard which an officer of the Government of Tanzania of comparable status might reasonably expect. If the expert is housed in fully furnished quarters or in the Government hostel, no rent shall be chargeable to the expert. Water, telephone and electricity charges in respect of such quarters will be the responsibility of the expert. Subsistence allowances upon first arrival and during official journeys will be paid at the same rate as for officers of the Government of Tanzania ;
- (b) local support for the work of the expert, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistants, and free postage and telecommunications for official purposes ;
- (c) local transport for official journeys of the expert to the same extent as provided for officers of the Government of Tanzania. For official journeys performed by the expert in his personal motor car, mileage allowance will be paid at the same rates as paid to officers of the Government of Tanzania ;
- (d) transport within the United Republic between the expert's duty station and the points of entry and departure for the expert and his personal effects ;
- (e) medical services and facilities for the expert to the same extent as provided for officers of the Government of Tanzania ;
- (f) the assistance of the Government Passages Agent in clearance through customs of the personal effects of the expert to the same extent as is provided for overseas officers of comparable status of the Government of Tanzania.

4. A short-term expert will not normally be expected to take any leave during the period of service in Tanzania under this Agreement.

Article 4

GENERAL

1. The terms of reference of each assignment for which an expert is provided under the terms of this Agreement will be specified in the notes or letters referred to in Article 1.2.

2. The Government of Tanzania shall have the right to request the recall of any expert whose work or conduct is unsatisfactory ; before exercising such right the Government of Tanzania will undertake to consult with the Government of Denmark. The Government of Denmark shall have the right to recall any expert at any time. In any case of recall, the Government of Denmark will make every effort to obtain a replacement for the recalled expert if the Government of Tanzania so requests.

3. Each expert will be subject to the instructions of the Government of Tanzania in carrying out his assignment.

4. Each expert shall have the right to communicate to the Government of Denmark any or all of the findings which he previously has reported to the Government of Tanzania unless such communication would prejudice the security of Tanzania or the Government of Tanzania has classified the same as confidential or secret.

5. Experts provided for the service of the Government of Tanzania under this Agreement, together with their wives and dependent children, will be exempted under section 7 (2) (e) of the Immigration Ordinance (Cap. 386) from normal immigration requirements.

Article 5

STUDENT TRAINING

1. For each trainee who is a citizen of Tanzania for whom the Government of Denmark accepts responsibility for providing training in Denmark under this Agreement, the Government of Denmark shall provide for :

- (a) the cost of international travel from Denmark to Tanzania ;
- (b) all costs in the country of training normally associated with the course such as internal travel, tuition and other fees, book allowances, subsistence allowance.

2. (1) For each trainee who is an officer of the Government of Tanzania for whom the Government of Denmark accepts responsibility for providing training in Denmark under this Agreement the Government of Tanzania shall provide for :

- (a) internal travel costs between the officer's duty station and the port of departure and arrival in Tanzania ;
- (b) that portion of the officer's salary allowed him under current regulations to enable him to continue to meet his financial obligations in Tanzania ;
- (c) clothing allowance ;
- (d) the cost of international travel from Tanzania to Denmark.

(2) For each trainee who is not an officer of the Government of Tanzania, the Government of Tanzania will make such arrangements as may be appropriate.

Article 6

Within the scope of this Agreement, the Government of Tanzania undertakes :

- (i) to exempt from customs duties, taxes and other charges on importation, any equipment or material imported for the purpose of a project being undertaken in pursuance of this Agreement, provided any such equipment or material which may be sold in Tanzania shall become liable to payment of customs duties, taxes, etc. ;
- (ii) to exempt from payment of personal tax, long-term and short-term experts ;
- (iii) to exempt from Income Tax under the provisions of paragraph 50 of Head A of Part I of the First Schedule to the East African Income Tax (Management) Act, 1958, as amended by the East African Income Tax (Management) Amendment Act, 1961, the emoluments paid to each expert by the Government of Denmark or Danish institutions for his service in Tanzania under this Agreement ;
- (iv) to admit free of customs duty the personal effects, including one motor vehicle, one refrigerator, and one air-conditioning unit per household respectively imported by an expert and/or the members of his family on the occasion of their first arrival in Tanzania, provided that such personal effects are :
 - (a) imported or purchased prior to clearance through the Customs within four months of taking up residence in Tanzania ;
 - (b) re-exported on the termination of the expert's service ; or sold to a person who is entitled to similar privileges ;
- (v) to grant free of charge and without delay entry and exit visas required by the Danish Authorities or their representatives in Tanzania for experts and their families ;
- (vi) to deliver a certificate of mission which will assure experts appointed to Tanzania by the Government of Denmark the assistance and co-operation of the Government of Tanzania in carrying out the tasks for which they were appointed ;

- (vii) to bear all risks and claims resulting from or 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 Government of Denmark and the experts against any and all liability, suits, actions, damages, demands, cost 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;
- (viii) to ensure that all experts and their families appointed to the United Republic of Tanzania pursuant to the terms of this Agreement shall enjoy the full protection of the law.

Article 7

The provisions of the present Agreement shall apply equally to the Danish experts as well as to their family, who are already carrying on their activity in Tanzania under the auspices of the technical co-operation between the two Governments.

Article 8

Upon completion of an action of technical co-operation the contracting Parties will get in touch in order to analyse its results.

Article 9

Within the scope of the present Agreement, the Government of Tanzania undertakes to grant to the experts and their families a treatment which will not be less favourable than the one enjoyed in Tanzania by other experts.

Article 10

This Agreement shall apply as from the date of its signature. It shall remain in force for three years. Thereafter, it shall be prorogated year after year by tacit renewal until terminated by one of the contracting Parties by means of written notice given three months before the end of each year.

DONE at Dar es Salaam this 5th day of April 1967.

For the Government of Denmark :

BIRGER ABRAHAMSON

For the Government of the United Republic of Tanzania :

P. BOMANI