### No. 9791

## FINLAND and

Agreement regarding arrangements for the work in Tanzania of members of the Finnish volunteer service. Signed at Dar es Salaam on 1 June 1968

UNITED REPUBLIC OF TANZANIA

Authentic text: English.

Registered by Finland on 13 August 1969.

### **FINLANDE**

et

## RÉPUBLIQUE-UNIE DE TANZANIE

Accord relatif aux arrangements en vue de l'emploi en Tanzanie des membres du service des volontaires finlandais. Signé à Dar es-Salam le 1<sup>er</sup> juin 1968

Texte authentique: anglais.

Enregistré par la Finlande le 13 août 1969.

AGREEMENT 1 BETWEEN THE GOVERNMENT OF FIN-LAND AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA REGARDING ARRANGE-MENTS FOR THE WORK IN TANZANIA OF MEMBERS OF THE FINNISH VOLUNTEER SERVICE

#### Article 1

#### RECRUITMENT AND ASSIGNMENT OF THE VOLUNTEERS

- 1. The Finnish Government undertakes to provide, in response to requests from the Tanzania Government and within the limit of available resources, volunteers to perform, normally for a two-year period, mutually agreed tasks under the supervision of the Tanzania Government authorities, public or private non-profit institutions or organisations.
- 2. The volunteers shall be made available on the conditions specified in this Agreement and in accordance with any special regulations to be agreed upon as the need arises.
- 3. The number of volunteers as well as their assignments are to be agreed upon by the Ministry for Foreign Affairs, on behalf of the Finnish Government, and the Central Establishment Division in the President's Office, hereinafter called the Central Establishment, on behalf of the Tanzania Government.
- 4. Prior to the recruitment of any volunteer, the Central Establishment shall provide the Ministry for Foreign Affairs with a complete job description for each request made.
- 5. The Ministry for Foreign Affairs shall recruit volunteers to the various tasks agreed upon between the Ministry for Foreign Affairs and the Central Establishment. The final assignment of a volunteer to any such task shall be subject to the approval of the Central Establishment.

<sup>&</sup>lt;sup>1</sup> Came into force on 25 June 1969, the date when the two governments had notified each other that the required formalities had been fulfilled, in accordance with article 7 (1).

- 6. The Tanzania Government shall endeavour to ensure the effective use of the volunteers for the tasks assigned to them in accordance with this Article and shall instruct the institutions or organisations, responsible for the supervision of the volunteers to assign to each volunteer as far as practicable one or more counterparts.
- 7. The Tanzania Government shall make available to the Finnish Government information on the results achieved by this assistance.

#### Article 2

# RELATIONSHIP BETWEEN THE TANZANIA GOVERNMENT AND THE VOLUNTEERS

#### A. STATUS AND DUTIES

- 1. The volunteers shall occupy such positions as shall for each volunteer be stipulated in connection with his assignment. The duties of the volunteer shall include the usual duties of the office to which he is appointed and such other suitable duties as the Tanzania Government or institution or organisation may call upon him to perform.
- 2. The Tanzania Government shall in each case designate the Ministry or institution or organisation to whom the volunteer shall be immediately responsible. The volunteer shall comply with such Tanzania Government regulations and orders which may be in force from time to time provided they do not conflict with any privileges accorded by this Agreement to the volunteers.
- 3. The volunteers shall not be required to perform functions incompatible with their status as volunteers within the Finnish Volunteer Service or with the purpose and policies of the service.
- 4. The volunteers shall be immune from legal process in Tanzania in respect of acts performed by them in their capacity as volunteers.
- 5. The volunteers shall be given all the necessary entry and employment permits by the proper Tanzania authorities.

#### **B. BENEFITS**

The volunteers shall be provided by the Tanzania Government with the following benefits:

1. Suitable rent-free housing with hard furnishings and cooking facilities

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from the time of the volunteer's arrival at his station. Housing facilities will normally include one room per volunteer. In case when it is necessary for the volunteer to spend long periods away from his base station, camp equipment or caravans will be provided at the approved Government scale. If housing or tentage is not provided, Shs. 300 per month shall be paid for each volunteer to the Finnish representative mentioned under Article 4, Section 3, in this Agreement.

- 2. Local transport as well as other suitable facilities for the carrying out of various tasks assigned to the volunteers. If duty travel is undertaken by motor vehicle belonging to the Finnish Volunteer Service, mileage allowance is to be paid by the Government of Tanzania at the appropriate rates in force.
- 3. Annual leave, to be spent inside or outside Tanzania, in accordance with the volunteers' terms of service with the Ministry for Foreign Affairs and the contractual period, at a time agreed upon between the proper Tanzanian institution or organisation to which the volunteers are assigned and the representative of the Ministry for Foreign Affairs mentioned under Article 4, Section 3. In addition the Tanzania Government agrees to grant sick leave to the volunteers not exceeding one month for each year of service.
- 4. Exemption from income tax, graduated personal tax, hospital contribution and all other personal taxes on emoluments received from the Finnish Government.
- 5. Right to import and exemption from import duty on used household goods and personal effects brought into Tanzania by the volunteers within four months of their first arrival in Tanzania including one motor vehicle, one air conditioner and one refrigerator for each household imported new or bought ex-bond and right to export the goods referred to in this Article at the termination of the service period in accordance with the Tanzania Customs Regulations in force.
- 6. No currency or foreign exchange controls shall be imposed on funds brought into Tanzania by the volunteers for their personal use. Bank accounts opened in Tanzania by the volunteers shall remain at their exclusive disposal and balances of funds brought in and paid to such accounts shall be freely transferable into Finnish currency.

#### Article 3

# RELATIONSHIP BETWEEN THE FINNISH GOVERNMENT AND THE VOLUNTEERS

- 1. The relationship between the Finnish Government and the volunteers are defined in standard terms of service stipulating the obligations of the volunteers determined in connection with their assignments. The contents of the terms of service shall be communicated to the Tanzania Government.
- 2. The obligations of the Finnish Government to the volunteers shall include the defrayal of full salaries and related benefits, such as international travel, travel allowance when on duty travel in Tanzania, cost of medical care, hotel costs or costs of any other available accommodation exceeding those covered under Article 2 B of this agreement.

#### Article 4

#### TRAINING, EQUIPMENT AND CO-ORDINATION

- 1. The Finnish Government shall ensure that the volunteers are adequately trained and otherwise prepared for their tasks in Tanzania. Such training shall include a period of orientation in Tanzania before the start of the volunteers' assignment to their various tasks. The Tanzania Government shall support and facilitate such in-country orientation.
- 2. The Finnish Government shall furnish such equipment, including motor vehicles for local transport of the volunteers, as it shall deem necessary for the efficient execution of the tasks assigned to the volunteers.
- 3. The Ministry for Foreign Affairs shall be entitled to send one representative and necessary assistants for the co-ordination of the volunteers' work and for their welfare. The Tanzania Government shall facilitate the work of such representative and assistants.

#### Article 5

#### EXEMPTIONS

1. Any material and/or equipment imported by the Finnish Government or its bona fide agents in connection with activities or services falling under

this Agreement shall be exempt from import restrictions and customs duties, taxes and related charges. The said materials and equipment shall include typewriters, calculating machines, tape-recorders, duplicating machines and other office machines provided that the same shall be identified with specific projects. Procedures for the speedy handling, clearing and forwarding of the goods shall be established by the Tanzania Government prior to such imports.

- 2. No currency or foreign exchange controls shall be imposed on funds brought into Tanzania through any authorised dealer by Finnish Government agencies for the purpose of this Agreement. Bank accounts opened in Tanzania by such agencies in connection with the Agreement shall remain at their exclusive disposal, and balances on such accounts shall be freely transferable into Finnish currency.
- 3. The privileges and immunities of the representative of the Ministry for Foreign Affairs and his assistants referred to in Article 4, Section 3 of this Agreement shall, if necessary, be subject to a special Agreement.

#### Article 6

#### RECALL

- 1. The Central Establishment shall have the right to request the recall of any volunteer whose work or conduct is unsatisfactory. Before exercising such right the Central Establishment shall consult with the representative mentioned in Article 4, Section 3 herein.
- 2. The Ministry for Foreign Affairs shall have the right to recall any volunteer at any time upon giving the Central Establishment prior notice in writing at the earliest possible convenience, at least one month in advance.
- 3. Any volunteer may resign at any time upon giving three months' prior notice in writing.

#### Article 7

#### ENTRY INTO FORCE AND TERMINATION

- 1. This Agreement shall enter into force after the Governments of the Parties hereto have notified each other that the required formalities have been fulfilled.
- 2. This Agreement shall remain valid initially for five years and thereafter for subsequent periods of five years each unless terminated by either

Party on six months' notice in writing. In case of termination any assistance already rendered under this Agreement shall continue to its completion.

Done in Dar es Salaam on this 1st day of June nineteen hundred and sixty eight in two original copies in English.

For the Government of the United Republic of Tanzania:

Amir Jamal
For the Government of Finland:

Henrik Blomstedt