

No. 10763

DENMARK
and
UNITED REPUBLIC OF TANZANIA

Agreement regarding technical co-operation on a Teachers' College at Iringa (with protocol). Signed at Dar es Salaam on 27 May 1969

Authentic text: English.

Registered by Denmark on 21 September 1970.

DANEMARK
et
RÉPUBLIQUE-UNIE DE TANZANIE

Accord de coopération technique relatif à la création d'une école normale à Iringa (avec protocole). Signé à Dar es-Salam le 27 mai 1969

Texte authentique: anglais.

Enregistré par le Danemark le 21 septembre 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA REGARDING TECHNICAL CO-OPERATION ON A TEACHERS' COLLEGE AT IRINGA

The Government of the Kingdom of Denmark and the Government of the United Republic of Tanzania being desirous of strengthening the friendly relations between the two countries and their people and recognizing their mutual interest in the economic and technical development of their countries have agreed as follows :

Article I

The two Governments will collaborate on the establishment, operation and staffing of a Teachers' College at Iringa, hereafter referred to as "the College".

The College shall fulfill the following objectives :

- (a) training Tanzanian teachers of Grade A level or higher levels of education determined and approved by the Ministry of National Education of Tanzania, hereafter referred to as "the Ministry";
- (b) providing in-service courses which are determined and approved by the Ministry for trained teachers;
- (c) conducting refresher courses and/or specialized courses for members of adult education programmes and related activities;
- (d) making available to primary and secondary schools and their teaching staff facilities for conducting courses in educational technology.

The College shall comprise the following two departments :

- (1) a department for basic teachers' training which shall conduct the training mentioned in *a*).
- (2) a department for in-service training which shall be responsible for the functions mentioned in *b*)-*d*).

Article II

The Government of Denmark undertakes to provide within a total amount of 15,6 million Danish kroner the following contributions to the college :

¹ Came into force on 27 May 1969 by signature, in accordance with article X.

- (a) payment of the costs connected with the construction of the College buildings required for teaching purposes, housing of students and of teaching staff;
- (b) recruitment, payment of international travel expenses and insurance for the Danish staff referred to in Article V;
- (c) provision of basic permanent equipment and basic educational equipment for the constructed buildings;
- (d) purchase of one college bus and of one four-wheel drive vehicle.

Article III

The Government of the United Republic of Tanzania undertakes to provide the following contributions to the College :

- (a) to make available suitable and cleared land for the buildings referred to in Article II (a);
- (b) in consultation with the Government of Denmark to be responsible for the erection of the College buildings mentioned in Article II (a);
- (c) to provide temporary housing in Iringa township for the teaching staff and their families in the event that the staff-houses constructed under this Agreement are not completed by the time of the transfer of the said staff to the College;
- (d) to provide financial support and other facilities to students to the same extent as that which is provided for students of similar teachers' colleges operated by the Government of the United Republic of Tanzania;
- (e) to undertake the internal and external maintenance of the College buildings;
- (f) to recruit and pay salaries and all other expenses for the Tanzanian teaching staff referred to in Article V, including medical and social services and other facilities to the same extent as that which is provided for employees of comparable status in similar teachers' colleges operated by the Government of the United Republic of Tanzania;
- (g) to pay salaries to the Danish staff, with the exception of the Vice-Principal, at the same scale as Tanzanian teachers of comparable status;
- (h) to allow the importation into Tanzania free of duty and tax of all equipment and goods necessary for the construction of the College;
- (i) to pay all other expenses, including replenishment of teaching and office supplies, which are required for the proper operation of the College and the implementation of the teaching programmes, and which are not listed among Denmark's commitments under Article II;

- (j) to pay for costs of the insurance of the College and its equipment and materials and of the Danish staff's dwellings and equipment, if such payment is necessary.

Article IV

1. The Government of the United Republic of Tanzania will ensure that Danish staff at the College will always be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Tanzania by other countries on similar terms.

2. The conditions and privileges for the Vice-Principal shall be governed by the Agreement on Scientific and Technical Cooperation between the Government of Denmark and the Government of the United Republic of Tanzania signed at Dar es Salaam on April 5th, 1967.¹

3. For the remainder of the Danish staff the Government of the United Republic of Tanzania will in particular ensure the following conditions and privileges :

(a) The Government of the United Republic of Tanzania will provide medical services and other facilities for the Danish staff and their families to the same extent as provided for Tanzanian staff and their families;

(b) The Government of the United Republic of Tanzania will 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.

4. The Government of the United Republic of Tanzania will hold harmless the Government of Denmark against any claims which may be brought by the third Parties against the Danish Government resulting from operations under this Agreement except where such claims or liability arise from the gross negligence or wilful misconduct of the Danish staff.

Article V

The Danish staff shall be composed of one Vice-Principal, nine to eleven lecturers or teachers and one or two adult education specialists.

¹ United Nations, *Treaty Series*, vol. 604, p. 19.

The Danish staff shall be gradually reduced and by the expiration of this Agreement be totally replaced by Tanzanian teachers or lecturers.

The Tanzanian staff shall be composed of one Principal, nine to eleven teachers or lecturers and one or two adult education specialists.

In the course of the period covered by this Agreement the Tanzanian staff shall be gradually increased in accordance with Clause B of the Protocol annexed to this Agreement.

Article VI

In accordance with regulations of the United Republic of Tanzania a Board of Governors shall be established. The Board shall consist of a chairman and six members; three of the members shall be appointed upon nomination from the Government of Denmark.

Article VII

At the expiration of this Agreement the buildings of the College, all equipment and materials shall become the property of the Government of Tanzania.

The Government of Tanzania will then from its own sources carry on the activities of the College.

The Danish authorities shall receive no remuneration for their investments in the College or for any expenses incurred by them during the period of validity of this Agreement.

Article VIII

Further details relating to the implementation of this Agreement and the construction, operation and staffing of the College are laid down in a Protocol attached to this Agreement and forming an integral part thereof. The Protocol may be subject to amendment by mutual agreement between the two Parties.

Article IX

Either contracting Party may terminate this Agreement prior to the date of expiration by giving twelve months' written notice to the other Party of its intention to terminate the Agreement.

Article X

This Agreement shall come into effect on the date of its signature. It shall remain in force for 6 years but may be extended by mutual agreement between the two Parties.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Dar es Salaam on the twenty-seventh day of May, 1969, in two original copies in the English language.

For the Government of Denmark :

Niels LASSEN

Chargé d'Affaires a. i.

For the Government of the United Republic of Tanzania :

Amir JAMAL

Minister for Finance

PROTOCOL TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA REGARDING TECHNICAL CO-OPERATION ON A TEACHERS' COLLEGE AT IRINGA, SIGNED AT DAR ES SALAAM ON THE TWENTY-SEVENTH DAY OF MAY, 1969

CLAUSE A

In conformity with Article II of the Agreement the Government of Denmark will finance the construction of the following College buildings according to existing plans and sketches produced by the architects Messrs. Norman and Dawbarn :

- (a) one administration building
- (b) one library
- (c) one assembly hall
- (d) one education building
- (e) one science block
- (f) one arts and domestic science building
- (g) one dining hall
- (h) two dormitories, one with attached dispensary
- (i) staff quarters for 14 members of the College staff.

On the condition that detailed sketches and drawings are approved by the Government of Denmark the said Government will furthermore finance the construction of the following College buildings within the amounts indicated below :

	<i>Tanz. £</i>
(j) one education block, allocation	26,400
(k) one wood- and metalwork building, allocation	20,000
(l) one dormitory, allocation	35,000
(m) staff quarters for 11 members of the staff and their families, allocation	55,000

CLAUSE B

In conformity with Article II (b) the Danish staff recruited under the above Agreement shall, if not already working at existing Tanzanian Teachers' Colleges, be seconded to such colleges for transfer to the College on its completion.

In conformity with Article V the following rates shall serve as guidance for the reduction of the Danish staff and the corresponding increase of the Tanzanian staff during the period of the Agreement :

	<i>Tanz. staff %</i>	<i>Danish staff %</i>
The first two years of teaching	50	50
The third and fourth years of teaching	60	40
The fifth and sixth years of teaching	80	20
Thereafter	100	0

The Vice-Principal shall be the last member of the Danish staff to leave the College. The Vice-Principal's total salary and other emoluments shall be covered by the Government of Denmark. For the remainder of the Danish staff the said Government will pay salaries additional to those provided under Article III (g) of the above Agreement.

CLAUSE C

In conformity with Article III (a) the Government of Tanzania will, according to existing sketches and lay-outs provided by the architects Norman and Dawbarn, make available 31,1 acres of cleared land between Old Dodoma Road and Flamboyant Road in Iringa township. To provide for the buildings mentioned in Clause A, item (j)-(m) an additional 10,0 acres of cleared land adjacent to the above area shall be made available.

CLAUSE D

The Government of Tanzania will annually recruit qualified Tanzanian students for the College up to a maximum total enrolment of 300 students in the Department mentioned in Article I (1) in the above Agreement and will select 60 qualified students for admission to the Department mentioned in Article I (2) in the said Agreement.

DONE at Dar es Salaam on the twenty-seventh day of May, 1969, in two original copies in the English language.

For the Government of Denmark :

Niels LASSEN

Chargé d'Affaires a. i.

For the Government of the United Republic of Tanzania :

Amir JAMAL

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