

No. 12481

---

**CANADA**  
**and**  
**UNITED REPUBLIC OF TANZANIA**

**Agreement concerning the provision of military training and  
advisory assistance. Signed at Dar es Salaam on 4 November  
1965**

*Authentic text : English.*

*Registered by Canada on 3 May 1973.*

---

**CANADA**  
**et**  
**RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord concernant la formation militaire et l'aide de conseillers  
militaires. Signé à Dar es-Salam le 4 novembre 1965**

*Texte authentique : anglais.*

*Enregistré par le Canada le 3 mai 1973.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA CONCERNING THE PROVISION OF MILITARY TRAINING AND ADVISORY ASSISTANCE

The Government of Canada and the Government of the United Republic of Tanzania, hereinafter referred to as “Canada” and “Tanzania” respectively,

Considering that Tanzania has requested Canada to provide military training and advisory assistance, and that Canada has agreed to meet this request which reflects mutual confidence between the governments of fellow members of the Commonwealth,

Considering that the assurance of stability is an essential precondition of economic and social progress and that Canada wishes in consequence to co-operate with Tanzania in the development of the latter's defence and internal security forces,

Have agreed as follows :

### PART I. GENERAL

#### *Article I. Definitions*

1. In this Agreement :

(a) “Canadian Armed Forces Advisory and Training Team (hereinafter referred to as “CAFATTT”)” which will consist of an “advisory group” and a “training group”, includes members and employees of the Government of Canada assigned for service in the United Republic of Tanzania under this Agreement;

(b) “Personnel” includes members of the armed forces, civilian employees or officials of the Government of Tanzania and members of the Canadian Armed Forces Advisory and Training Team;

(c) “Commander CAFATTT” means the senior officer designated by Canada to command the Canadian Armed Forces Advisory and Training Team in Tanzania;

(d) “Member” means a member of the Canadian Armed Forces Advisory and Training Team and includes for the purposes of part II, except article IX, a member of the Canadian Forces present in the United Republic of Tanzania in the execution of official duties in connection with the purpose of this Agreement;

(e) “Dependent” means a person depending on a member for support;

(f) “military authorities of Canada” means those authorities of Canada who are empowered by the law of Canada to enforce the military law of Canada;

(g) “Official duty” includes any act done by a member in the course of his service in Tanzania pursuant to this agreement whether the order, instruction or direction under which he acts is given by a Canadian or Tanzanian superior officer.

#### *Article II. Composition and Purpose of Team*

2. (a) Canada shall make available to Tanzania the services of the CAFATTT under the command of the Commander CAFATTT to advise the Tanzanian military

<sup>1</sup> Came into force on 4 November 1965 by signature, with retroactive effect from 24 January 1965, in accordance with article XXII.

authorities and to assist in the training of the armed forces of Tanzania on the terms and conditions hereinafter provided.

(b) Members will be employed either in the advisory group or training group element as may be directed by the Commander CAFATTT in consultation with the authorities of Tanzania.

### *Article III. Command, etc.*

3. Without prejudice to his status as a member of the Canadian Forces, a military member shall, in relation to the defence forces of Tanzania, be treated and have over officers and men of the defence forces of Tanzania the like powers of command as if he were a member of the armed forces of Tanzania and shall obey an order or instruction given by an officer of the defence forces of Tanzania of superior relative rank provided that such order or instruction is consistent with his duties under this agreement and Canadian military law and would, if given pursuant to such military law, constitute a lawful command.

4. Members, having been made available for advisory and training purposes, shall not be employed in connection with other activities except with the approval of Canada and, in particular :

- (a) shall not participate in aid of the civil power or in any form of combat operation either in or out of Tanzania;
- (b) shall not perform any function, duty or act that is incompatible or inconsistent with their oaths of allegiance to Her Majesty, Queen Elizabeth the Second of Canada or inconsistent with the purpose of this agreement;
- (c) shall be governed by the military law of Canada; and
- (d) shall not be subject to the military law of Tanzania or to the jurisdiction of service tribunals of the defence forces of Tanzania.

5. Military members shall take precedence over officers and men of the defence forces of Tanzania of relative rank according to their respective dates of appointment to their rank.

## PART II. STATUS

### *Article IV. Observance of the Laws of Tanzania*

6. It is the duty of the Canadian Armed Forces Advisory and Training Team, members and dependents to respect the laws of Tanzania and to abstain from any activity inconsistent with the spirit of this Agreement, and, in particular, to abstain from any political activity in Tanzania. It is also the duty of Canada to take necessary measures to that end.

### *Article V. Jurisdiction*

7. Subject to this article;

- (a) the military authorities of Canada shall have the right to exercise within Tanzania all criminal and disciplinary jurisdiction conferred on them by the law of Canada over all persons subject to Canadian military law; and
- (b) the authorities of Tanzania shall have jurisdiction over members and their dependents with respect to offences committed within the territory of Tanzania and punishable by the law of Tanzania.

8. The authorities of Canada and Tanzania shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

9. In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply :

- (a) The military authorities of Canada shall have the primary right to exercise jurisdiction over a person subject to the military law of Canada in relation to
  - (i) offences solely against the property or security of Canada, or offences solely against the person or property of a member or of a dependent; and
  - (ii) offences arising out of any act done or omission to do anything in the performance of official duty.
- (b) In the case of any other offence, the authorities of Tanzania shall have the primary right to exercise jurisdiction.
- (c) If the authorities of the country having the primary right decide not to exercise jurisdiction, they shall notify the authorities of the other country as soon as practical. The authorities of the country having the primary right shall give sympathetic consideration to a request from the authorities of the other country for a waiver of its rights in cases where the authorities of the other country consider such waiver to be of particular importance.

10. Where an accused has been tried in accordance with this article by the authorities of either Canada or Tanzania and has been acquitted or convicted, he may not be tried again for the same offence within Tanzania by the authorities of the other. Nothing in this para shall prevent the military authorities of Canada from trying a member for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Tanzania.

11. The foregoing provisions of the article shall not imply any right for the military authorities of Canada to exercise jurisdiction over dependents who are nationals of or ordinarily resident in Tanzania.

12. (a) The authorities of Tanzania and Canada shall assist each other in the arrest of members or their dependents in the United Republic of Tanzania and in handing them over to the authorities who are to exercise jurisdiction in accordance with the above provisions.

(b) A military member may exercise in respect of officers and men of the defence forces of Tanzania powers of arrest as if he were an officer or man of the defence forces of Tanzania of relative rank, but any officers or men so arrested shall be handed over to military authorities of Tanzania for custody.

(c) An officer or man of the defence forces of Tanzania may exercise in respect of members, powers of arrest as if he were a member of the Canadian forces of relative rank but any members so arrested shall be handed over to the military authorities of Canada for custody.

(d) The civil authorities of Tanzania shall notify promptly the military authorities of Canada of the arrest of any member or dependent.

(e) An accused member over whom Tanzania is to exercise jurisdiction shall, if he is in the custody of the military authorities of Canada, remain in Canadian custody until he is charged by Tanzania.

13. The authorities of Tanzania and Canada shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of such objects connected with an offence. The handing over of such objects may, however,

be made subject to their return within the time specified by the authority delivering them.

14. (a) A death sentence shall not be carried out in Tanzania by the authorities of Canada if the legislation of Tanzania does not provide for such punishment in a similar case.

(b) The authorities of Tanzania shall give sympathetic consideration to a request from the authorities of Canada for assistance in carrying out a sentence of imprisonment pronounced by the authorities of Canada under this article within the United Republic of Tanzania.

15. Whenever a member or a dependent is prosecuted under the jurisdiction of Tanzania, he shall be entitled :

(a) to a prompt and speedy trial;

(b) to be informed, in advance of trial, of the specific charge or charges made against him;

(c) to be confronted with the witnesses against him;

(d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Tanzania;

(e) to have legal representation of his own choice for his defence or to have free or assisted legal representation;

(f) if he considers it necessary, to have the services of a competent interpreter; and

(g) to communicate with a representative of the Government of Canada and to have such a representative present at his trial.

16. The military authorities of Canada, in consultation with the military authorities of Tanzania, may take all appropriate measures to ensure the maintenance of order of CAFATTT.

#### *Article VI. Security*

17. Tanzania shall take all practicable measures to ensure the security and protection within Tanzania of equipment, property, records and official information of Canada and the persons and property of members and their dependents.

18. The military authorities of Canada shall take all practicable measures to ensure that a member shall not divulge or disclose to any foreign government or to any unauthorized person, any classified matter of which he may become cognizant in his capacity as a member. This obligation shall continue after the termination of the services of the member in Tanzania and after the termination of this agreement.

#### *Article VII. Claims*

19. Tanzania and Canada waive all claims against each other and against the personnel of each other for damage to any property owned by Tanzania or Canada if such damage was caused by such personnel and arose out of and in the course of their official duties.

20. Canada and Tanzania waive all claims against each other for injury or death suffered by their personnel while such personnel are engaged in the performance of their official duties.

21. A claim against Canada or a member arising out of an act done or omitted in the performance of official duty, shall be assimilated to, and be dealt with as if it were, a claim arising out of the activities of the defence forces of Tanzania.

22. A member shall not be subject to any proceedings for the enforcement of any judgment given against him in Tanzania in a matter arising from the performance of his official duties.

23. All costs incurred in satisfying a claim or judgment arising as aforesaid shall be borne by Tanzania.

24. A member shall not be immune from the civil (as distinct from criminal) jurisdiction of the courts of Tanzania except to the extent provided in para 22.

#### *Article VIII. Taxation*

25. Where the legal incidence of any form of taxation in Tanzania depends upon residence or domicile, periods during which a member is in the territory of Tanzania shall not be considered as periods of residence therein, nor as creating a change of residence or domicile for the purposes of such taxation. A member shall be exempt from taxation in Tanzania on the salary and emoluments paid to him as such by Canada and on any tangible movable property the presence of which in Tanzania is due solely to his temporary presence there.

26. Nothing in this article shall prevent taxation of a member with respect to any profitable enterprise other than his employment as such member in which he may engage in Tanzania, and, except as regards his salary and emoluments and the tangible movable property referred to in para 25, nothing in this article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of Tanzania, such a member is liable under the law of Tanzania.

27. A member shall not be required to make payment or be subject to any deduction for contributions to any scheme for national development, enforced savings or similar plan.

28. Nothing in this article shall apply to customs duties and other duties and taxes payable on importation or exportation, as the case may be.

#### *Article IX. Customs and Purchase Tax Privileges*

29. (a) CAFATTT may import free of customs duties, purchase tax and other such charges, materials, supplies and equipment for the exclusive use of the team.

(b) The Commander CAFATTT may import or purchase from bond free of customs duty, purchase tax and other such charges materials, equipment, supplies and consumable goods for members and their dependents, but, except as provided in paragraph 34, such items may not be disposed of in Tanzania to any person who would not have been entitled to an exemption with respect to such charges. Items addressed from abroad to members or their dependents may be assigned to the Commander CAFATTT for the purposes of importation under this paragraph.

30. Official documents of the team under official seal shall not be subject to customs inspection.

31. A member may, at the time of his first arrival in Tanzania, or at the time of the first arrival of any dependent to join him, import his furniture, household goods and personal effects free of customs duty, purchase tax and other such charges for the period of his service in Tanzania. For the purpose of this provision, "the time of first arrival" means the date of arrival in Tanzania or any date within four months thereafter.

32. A member may import for his personal use and that of his dependents a motor vehicle free of customs duty, purchase tax, registration tax and other similar duties or taxes on one occasion during the first four months of his service in Tanzania.

33. If a member does not import a motor vehicle pursuant to paragraph 32 of this article, he may purchase a motor vehicle for his personal use in Tanzania free of customs duty, purchase tax and registration tax, and other similar duties or taxes on one occasion during his period of service in Tanzania.

34. A motor vehicle purchased pursuant to paragraph 33, or imported pursuant to paragraph 32, and other household goods, furniture and personal effects, shall be liable to customs and other duties or taxes in accordance with Tanzanian law if disposed of in Tanzania to any person who would not have been entitled to an exemption with respect to the tax or duty concerned.

35. The things imported or purchased pursuant to paragraphs 29, 31, 32 and 33 may be exported free of customs duties and other such charges.

36. Canada, in co-operation with the authorities of Tanzania, shall take such measures as are necessary to prevent abuse of customs, purchase tax and other privileges granted to CAFATTT, members and dependents.

#### *Article X. Local Procurement*

37. Members and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as nationals of Tanzania.

38. Tanzania shall at its expense provide members and their dependents with all necessary medical and dental treatment and hospital care.

#### *Article XI. Immigration and Alien Controls*

39. On entry into or exit from Tanzania, a valid Canadian passport shall on request be produced by a member or a dependent to the Tanzanian immigration authorities.

40. If entry permits are required for members or their dependents, Tanzania shall provide them free of charge.

41. In so far as members and their dependents are required under Tanzania regulations to secure immigration certificates, these will be issued to them by Tanzania free of charge and without delay.

#### *Article XII. Driving Permits*

42. Tanzania shall accept as valid, without a driving test, the driving permit or licence, or military driving permit, issued by Canada or a subdivision thereof to a member or may, in lieu thereof, issue, without a driving test its own permit or licence.

#### *Article XIII. Dress*

43. The dress of members shall be governed by relevant Canadian military orders.

#### *Article XIV. Arms*

44. Members may possess and carry military arms in accordance with relevant Canadian military orders, having due regard to the custom and practice of the defence forces of Tanzania.

*Article XV. Deceased Members and Their Estates*

45. The military authorities of Canada shall have the right to take possession and make all arrangements in respect of the body of a member or a dependent who dies in Tanzania and may dispose of his or her personal property after the debts of the deceased member or dependent incurred in Tanzania and owing to persons ordinarily resident therein are paid.

PART III. CONDITIONS OF SERVICE IN TANZANIA

*Article XVI. Length of Tour*

46. Members of the Training Group will normally serve in Tanzania for one year. Members of the Advisory Group will normally serve for two years.

47. Where in the opinion of the Commander CAFATTT or of Tanzania that it is in the interests of the defence forces of Tanzania or the Canadian Armed Forces to do so, the Commander CAFATTT may direct that any member serve a shorter or longer term than that provided for in para 46.

*Article XVII. Leave*

48. Members may, at the discretion of the Commander CAFATTT acting in consultation with the Tanzanian authorities, be granted leave in accordance with the applicable Canadian regulations, except that sick leave shall not count against other leave entitlements.

*Article XVIII. Rations*

49. Tanzania agrees to provide rations at its expense, and to a standard agreed with the Commander CAFATTT, to members who are on field training exercises or in hospital, and to members' dependents who are in hospital.

*Article XIX. Accommodation*

50. Tanzania agrees to provide at its expense suitable hotel accommodation for members, and their dependents if accompanied, on first arrival in Tanzania and immediately prior to departure from Tanzania on completion of service.

51. Tanzania agrees to provide at its expense suitable housing for accompanied members of the team and their dependents furnished to a scale agreed upon between the Commander CAFATTT and the Tanzanian authorities.

52. Tanzania agrees to provide at its expense furnished living and mess accommodation for unaccompanied members of the team to a standard to be agreed upon between the Commander CAFATTT and the Tanzanian authorities having regard to the circumstances obtaining and the resources available at the place where such members may be serving.

53. Tanzania agrees to provide at its expense office accommodation including necessary furnishings, equipment, and secretarial services to the Commander CAFATTT and other members employed in the Defence Ministry at Dar es Salaam.

*Article XX. Transportation*

54. Tanzania agrees to provide at its expense an official car and driver for the Commander CAFATTT and such other administrative transport vehicles as may be necessary for proper operation of the team.



55. Tanzania agrees to provide at its expense transportation and actual and reasonable travel expenses including temporary duty allowances at rates to be agreed between the Commander CAFATTT and the Tanzanian authorities for all duty travel by members to points in Tanzania or elsewhere in East Africa in connection with the activities of the team or at the request of the Tanzanian authorities.

56. Where a member is required to use his privately-owned automobile for official purposes, Tanzania agrees at its expense to pay allowances to members under the same regulations and at the same rates as applicable to Tanzanian military personnel.

*Article XXI. Consultations*

57. Tanzania and Canada will consult from time to time as may be required concerning the implementation of this agreement. The Canadian High Commissioner in Dar es Salaam, with the advice of the Commander CAFATTT as appropriate, will represent Canada in these consultations and will ensure on behalf of his Government the fulfillment of the responsibilities assumed by Canada under this agreement. Communications between Tanzania and Canada regarding the provision of advisory, training or other military assistance will be conveyed through the Canadian High Commissioner in Dar es Salaam.

*Article XXII. Commencement and Termination*

58. This Agreement shall enter into force upon signature and shall be deemed to be effective from January 24, 1965.

It shall remain in force until terminated by one of the following methods :

- (a) by either of the Governments with six months' written notice to that effect given to the other Government;
- (b) without complying with sub-paragraph (a) of this article, by the recall of the CAFATTT by Canada where such recall is in the public interest of Canada; or
- (c) without complying with sub-paragraph (a) of this article, by Tanzania without previous notification if Tanzania decides that such termination is in the public interest of Tanzania.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this present Agreement in duplicate at Dar es Salaam this 4th day of November, 1965, in the English language.

On behalf of the Government  
of Canada :  
A. S. MCGILL  
High Commissioner

On behalf of the Government  
of the United Republic of Tanzania :  
RASHIDI M. KAWAWA  
Second Vice-President