

No. 13639

**FRANCE
and
UNITED REPUBLIC OF TANZANIA**

**Cultural and Technical Cooperation Agreement. Signed at
Dar es Salaam on 9 March 1973**

Authentic texts: French and English.

Registered by France on 12 November 1974.

**FRANCE
et
RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord de coopération culturelle et technique. Signé à
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Textes authentiques : français et anglais.

Enregistré par la France le 12 novembre 1974.

CULTURAL AND TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA AND THE GOVERNMENT OF THE FRENCH REPUBLIC

The Government of the United Republic of Tanzania and the Government of the French Republic, anxious to reinforce their friendly relations and to establish the general framework of their cooperation in the cultural and technical fields on the basis of equality between the Contracting Parties, have reached agreement on the following:

Article I. The two Governments decide to organize the cultural and technical cooperation between the two countries in the fields of education, training of administrative and technical officers, development and research according to the special modalities which will be specified on a later date, if necessary, by means of complementary arrangements to the present Agreement.

Article II. The two Governments will search for the best ways of promoting the teaching of the other country's language. Particularly the Government of the United Republic of Tanzania will endeavour to develop the teaching of the French language in its official educational institutions and to promote its expansion in the private educational institutions.

Article III. Each of the two Governments, conscious of the importance of training personnel for the teaching of the other country's language in its own territory, will provide assistance to the other Party to achieve this aim, and in particular in the organization of special courses, the sending of study missions, the organization of exchanges or visits of teachers, cultural personalities and groups of students.

Article IV. Each of the two Governments will further in its own territory the activities of the cultural, scientific and technical institutions such as research centres and educational bodies created by the other Party with the agreement of the relevant national authorities. Each of the Contracting Parties will also provide its assistance in the running of private establishments which contribute, on its own territory, to the teaching of the language and the civilization of the other country.

Article V. The Government of the French Republic, when requested by the Government of the United Republic of Tanzania, will do its best to:

- (a) Put at the disposal of the Government of the United Republic of Tanzania teachers and experts who should either teach in secondary schools and universities or study and offer technical advice for specific problems, or organize training courses;
- (b) Assist the Government of the United Republic of Tanzania for the achievement of Tanzanian scientific and technical research projects or economic and social development schemes, especially by the assistance of French institutions and bodies specialized in these matters;

¹ Came into force on 9 March 1973, the date of the later notification by which each of the two Governments informed the other of the completion of its requisite constitutional procedures, in accordance with article XII.

- (c) Award scholarships of a cultural or a technical nature. The selection of the candidates to the cultural and technical scholarships offered by the Government of the French Republic is incumbent on a special joint two-party Committee which will meet every year in Dar es Salaam;
- (d) Organize in France or in the United Republic of Tanzania special courses and professional training sessions reserved to nationals of the United Republic of Tanzania;
- (e) Provide documentary materials or any other means of diffusion for cultural, scientific and technical information;
- (f) Further the assistance of specialized organizations in studies aiming at the economic and social development.

Article VI. A Joint Commission, the members of which will be respectively appointed in equal numbers by the two Governments and to which experts may be associated, will meet, as circumstances permit, in Paris or Dar es Salaam, whenever the two Governments deem it desirable. The Joint Commission will prepare, in the light of the results already obtained, the programme for the following years and submit it to each Government for approval. During the interval between the meetings of the Commission the programme may be modified by mutual agreement.

Article VII. Subject to the complementary arrangements mentioned in article I of the present Agreement, the following conditions apply to the French experts, teachers, engineers and technicians (all categories hereinafter referred to as experts) who fulfil in Tanzania the duties provided for in the present Agreement:

- (a) The Government of the French Republic will undertake to pay international travelling expenses and salaries of the designated staff whose terms of office are under twelve months;
- (b) If the terms of office are of twelve or more months, the Government of the French Republic will meet the cost of international travelling expenses for the experts and their families. The Government of the United Republic of Tanzania will pay to these experts a remuneration equal to that which it would pay to Tanzanian personnel at the same level. The Government of the French Republic will pay, if necessary, to its own citizens a complementary remuneration which will not be liable to income tax or other deductions in Tanzania;
- (c) For the experts and their families, furnished accommodation of the standard provided for officers at the same level of the Government of the United Republic of Tanzania, shall be provided, rent free in case of those experts whose salaries are wholly paid by the Government of the French Republic, and at appropriate Government House rent rates in case of those whose local salaries are paid by the Government of the United Republic of Tanzania;
- (d) The Government of the United Republic of Tanzania shall provide transport for the official journeys of the experts to the same extent as provided for the officials of the Government of the United Republic of Tanzania. A mileage allowance shall be paid at the same rate as paid to officers of the Government of the United Republic of Tanzania for official journeys performed by the experts;

- (e) The Government of the United Republic of Tanzania shall undertake to provide necessary facilities including offices or laboratories, secretarial services, free postage and telecommunications for official duties so as to enable the experts to accomplish their duties;
- (f) The Government of the United Republic of Tanzania undertakes to provide medical facilities to the experts and their families as provided for the officers of equivalent status of the Government of the United Republic of Tanzania.

Article VIII. French experts sent to the United Republic of Tanzania in accordance with the present Agreement and complementary arrangements which might be concluded, will, during their stay on the territory of this State, further benefit by the following provisions:

(a) 1. The Government of the United Republic of Tanzania will allow the experts and their families referred to in the present Agreement. to bring into the country, duty-free within six months of their first arrival, their personal and household effects, provided that such items were owned and used by the experts and their families prior to their leaving their former place of residence.

2. These experts will also be exempted in the United Republic of Tanzania from income tax and personal tax or any other tax imposed by laws in force from time to time in the territory of the United Republic of Tanzania on the part of their salaries which might be paid by the Government of the French Republic.

(b) 1. The Government of the United Republic of Tanzania shall exempt the experts and their families from customs duty in respect of one motor vehicle, one refrigerator, one air-conditioning unit which are imported or purchased ex-bond duty-free within four months of their entry. Such experts shall be exempted from private motor vehicle registration tax.

2. A motor vehicle, a refrigerator or an air-conditioning unit imported or purchased ex-bond duty-free under the above conditions will be liable to customs duty if they are sold in the East African Community within two years from the date of importation to a person who is not entitled at least to the same privileges.

(c) The experts and their families shall be allowed for a period of six months after the termination of their assignment in Tanzania to export the goods imported by them under the conditions laid down in paragraph (a) of this article. The same shall hold for personal and household effects that, within reasonable limits, have been acquired during the period of their assignment in Tanzania.

(d) At the end of their duties, the personnel will be allowed to convert into a convertible currency and to transfer freely the balance of their personal savings on the salary paid to them during their stay by the Government of the United Republic of Tanzania.

(e) The Government of the United Republic of Tanzania will allow free repatriation of any copyrights or performer's rights and of the income obtained through distribution and sale of cultural material provided by the Government of the French Republic pursuant to this Agreement.

(f) 1. The Government of the United Republic of Tanzania guarantees to the experts and their families the liberty to enter and leave its territory by ensuring them free of charge and without delay the delivery of the entry and exit visas when requested by the competent French authorities.

2. The experts are exempt from labour permits and are granted residence permits free of charge.

3. The French experts shall be immune on the territory of the United Republic of Tanzania from legal process in respect of acts (including their oral and written statements) performed by them in their official capacity pursuant to this Agreement.

4. The Government of the United Republic of Tanzania shall be responsible for dealing with any claims which may be brought by third parties against the experts and shall hold the experts harmless in any case of any claims or liabilities resulting from operations within the framework of the present Agreement, except where it has been agreed by the two Governments that such claims or liabilities arise from gross negligence or wilful misconduct of such experts.

Article IX. Whenever the Government of the French Republic provides the Government of the United Republic of Tanzania, or associations or organizations pursuant to this Agreement, with materials, supplies and equipment which are imported or purchased prior to clearance through customs and which the Commissioner of Customs is satisfied are supplied for the specific purpose of a technical assistance project, the Government of the United Republic of Tanzania will allow duty-free entry and exemption from import and export restrictions, or any other fiscal charge. Should any such goods be sold at any time of their importation, they would then become liable to import duty.

Article X. The complementary arrangements as defined in article I of the present Agreement shall specify in every case the nature and the duration of the experts' missions, as well as the personnel and equipment put at the disposal of these missions by the Government of the United Republic of Tanzania.

Article XI. The provisions of the present Agreement apply to French experts who are already in practice in Tanzania, whose services fall under this Agreement and who have been directly recruited and remunerated by the relevant French authorities.

Yet the Government of the United Republic of Tanzania is not required to make repayment in respect of import duties or other charges already paid by French experts in this country, nor to exempt such experts from any form of unpaid tax or unpaid duty to which they have already become liable.

Article XII. Each of the two Governments will notify the other upon the completion of the constitutional proceedings requisite to bring this Agreement into effect. The present Agreement will come into force from the day of the later notification.

Article XIII. The present Agreement, as well as the complementary arrangements mentioned in article I, which are part and parcel of the said Agreement, will only be amended by mutual agreement between the two Governments.

Article XIV. The present Agreement is concluded for a period of five years from the date it has come into effect. It will be extended by tacit agreement unless it is denounced by either of the two Governments upon written notice at least ninety days before the end of this period of five years.

In the case of an extension of time, the present Agreement may be denounced at any time by any of the two signatory Governments, this denunciation taking effect ninety days after its notification.

Signed in Dar es Salaam, on the 9th March 1973 in two originals, one in English, the other in French, both texts equally authoritative.

For the Government
of the United Republic
of Tanzania:

[Signed]

C. D. MSUYA, M.P.
Minister for Finance
Government of the United
Republic of Tanzania

For the Government
of the French Republic:
L'Ambassadeur extraordinaire
et Ministre plénipotentiaire
de la République française
en Tanzanie¹,

[Signed]

JEAN DESPARMET

¹ Ambassador Extraordinary and Minister Plenipotentiary of the French Republic in Tanzania.