

No. 13927

**NETHERLANDS
and
UNITED REPUBLIC OF TANZANIA**

Agreement concerning the employment of Netherlands volunteers. Signed at Dar es Salaam on 23 November 1971

Authentic text: English.

Registered by the Netherlands on 29 April 1975.

**PAYS-BAS
et
RÉPUBLIQUE-UNIE DE TANZANIE**

Accord relatif à l'emploi de volontaires néerlandais. Signé à Dar es-Salam le 23 novembre 1971

Texte authentique : anglais.

Enregistré par les Pays-Bas le 29 avril 1975.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE UNITED REPUBLIC OF TANZANIA CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS

The Government of the Kingdom of the Netherlands and
The Government of the United Republic of Tanzania,
Desiring to promote understanding and friendly relations between the peoples
of the two countries by the exchange of knowledge and professional skills,
Have agreed as follows:

Article 1. 1) When so requested by the Tanzanian Government, the Netherlands Government shall within the limits imposed by the availability of manpower, financial and material resources, dispatch volunteers to serve on specific development projects in Tanzania selected for support.

2) The Netherlands Government shall entrust the implementation of this Agreement to the Organisation of Netherlands volunteers (hereinafter called: the Organisation).

3) The details of implementation and administration of this Agreement shall be arranged between the Organisation and the Ministry of Finance of the Tanzanian Government (hereinafter called "the competent Tanzanian authorities").

Article 2. 1) The Tanzanian Government shall afford the volunteers all the assistance they may reasonably require for the satisfactory performance of their duties.

2) During the period of their stay in Tanzania the volunteers shall be subject to the laws and regulations in force in Tanzania.

3) Subject to prior consultation with and agreement of the Tanzanian Government, representatives of the Netherlands Government or of the Organisation may observe how work is progressing in connection with the projects to which the volunteers have been assigned.

Article 3. 1) Notwithstanding the provisions of article 1, paragraph 1 of this Agreement, the Netherlands Government shall have the right to recall a volunteer after consultation with the appropriate authorities of the Tanzanian Government. If possible, however, such action should not impair the execution of the project to which the volunteer has been assigned.

2) The Tanzanian Government shall have the right to request the Netherlands Government to recall a volunteer if his personal or professional conduct justifies such a measure. The Tanzanian Government shall not, however, avail itself of this right before having lodged a complaint with the authorised representative of the Netherlands Government in Tanzania, and having discussed measures by which the volunteer might be placed in an alternative appointment.

¹ Applied provisionally from 23 November 1971, the date of signature, and came into force definitively on 11 September 1973, the date on which the Netherlands Government and the Tanzanian Government informed each other in writing that the constitutional requirements in their respective countries had been complied with, in accordance with article 10(1) and (3).

Article 4. The Netherlands Government shall:

- a) be responsible for the pre-assignment training of volunteers prior to their arrival in Tanzania;
- b) meet the cost of social insurance, salaries, and passages from and to the Netherlands for all volunteers;
- c) furnish the volunteers with such personal and professional equipment, inclusive of motor vehicles, for each individual and for the team as a whole, as is deemed necessary for the effective execution of the projects to which the volunteers are assigned. The equipment in question shall remain the property of the Netherlands Government unless, by mutual agreement, the ownership thereof has been vested in the Tanzanian Government.

Article 5. The Tanzanian Government shall make provisions for the clearance and temporary storage at the port of arrival in Tanzania of the equipment mentioned in article 4 and likewise for the transportation of such equipment from the port of arrival to the duty station of the volunteers for whom the equipment is intended.

Article 6. The Tanzanian Government shall:

- a) exempt the equipment mentioned in article 4, together with the household goods and personal effects imported by each volunteer or his dependents, for his/their exclusive personal use, within 6 months of the volunteer's first arrival in Tanzania to take up an assignment pursuant to the terms of this Agreement, from custom duties, sales tax and other similar public charges provided such equipment, household goods and personal effects are not sold, bartered, or otherwise disposed of in East Africa except to a person or persons enjoying similar customs privileges.
- b) exempt from personal tax, income tax, and any other direct tax or duty the emoluments received by the volunteers from Netherlands sources or to be remitted from overseas as payment for their services under the present Agreement.
- c) exempt the volunteers from the payment of fees and any other charges relating to visa, immigration, and personal registration matters.
- d) make provisions for the duty free importation or the purchase from bond by the Organisation of one motor vehicle for the official use of a volunteer if needed for the successful fulfilment of his duty. The implementation of these provisions shall be discussed in each case between the competent Tanzanian authorities and the Resident representative of the Organisation in Tanzania. Any vehicle supplied in accordance with this paragraph shall not be sold or otherwise disposed of in East Africa except to a person or persons entitled to similar import privileges, unless and until all applicable taxes and duties are paid.
- e) make provisions for and bear the costs of the maintenance and repair of the vehicles mentioned under paragraph d of this article.
- f) enable the Organisation to exchange funds required for the execution of projects and emoluments referred to in paragraph b of this article from any convertible foreign currency into Tanzanian currency at the most favourable rate then obtainable from the Bank of Tanzania.

Article 7. The Tanzanian Government shall provide the volunteers with:

- a) free housing at places where they are to perform their duties;
- b) permission to enter or leave the country at any time subject only to the applicable immigration laws of Tanzania;

- c) the working and residence permits free of charge as whenever required in connection with the execution of the projects;
- d) medical and dental facilities to the same standard as provided to civil servants of the Tanzanian Government of comparable rank.

Article 8. 1) The Tanzanian Government shall hold harmless the Netherlands Government, the Organisation and the volunteers against any civil liability arising from any act or omission on the part of the volunteers arising in the course of employment under the terms of this Agreement which has caused the death or physical injury of a third party or damage to the property of a third party, and the Tanzanian Government shall abstain, for its part, from making any claim or instituting any civil action against such persons as a result of operations under this Agreement except as may be necessary to enforce contractual obligations, provided, however, that the provision of this paragraph shall not apply to claims or liabilities arising through wilful misconduct or gross negligence.

2) In the event the Tanzanian Government holds harmless the Netherlands Government, the Organisation and the volunteers against a claim or action for extra-contractual civil liability in accordance with paragraph 1 of this article, the Tanzanian Government shall be entitled to exercise all rights to which the Netherlands Government, the Organisation and the volunteers would have been entitled.

3) Should the Tanzanian Government so request, the Netherlands Government shall provide the competent Tanzanian authorities with the administrative or judicial assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraph 1 and 2 of this article.

Article 9. The provisions as contained in paragraph *a, b, c, d* and *f* of article 6, in paragraph *b, c* and *d* of article 7 and in article 8 of the present Agreement shall equally apply to the Resident Representative of the Organisation in Tanzania, to his assistants and to the other Netherlands personnel (non-volunteers) joined to the projects.

Article 10. 1) The present Agreement shall enter into force on the date on which the Netherlands Government and the Tanzanian Government have informed each other in writing that the constitutional requirements in their respective countries have been complied with.

2) The present Agreement shall be valid for a term of three years and shall be renewable by tacit consent for similar periods afterwards, unless one of the Governments notifies the other at least six months before expiry of the current period of its intention to terminate it.

3) Notwithstanding the provisions of paragraph 1 of this article, the present Agreement shall provisionally be applied as from the date of its signature.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement.

DONE at Dar es Salaam this 23rd day of November 1971, in duplicate, in the English language.

K. WESTERHOFF
For the Government
of the Kingdom
of the Netherlands

A. H. JAMAL
For the Government
of the United Republic
of Tanzania: