

No. 14160

CANADA
and
UNITED REPUBLIC OF TANZANIA

**Agreement concerning the provision of military transport
and liaison aircraft to Tanzania. Signed at Dar es
Salaam on 30 April 1966**

Authentic texts: English and French.

Registered by Canada on 18 August 1975.

CANADA
et
RÉPUBLIQUE-UNIE DE TANZANIE

**Accord concernant la fourniture d'avions militaires de
transport et de liaison à la Tanzanie. Signé à Dar
es-Salam le 30 avril 1966**

Textes authentiques: anglais et français.

Enregistré par le Canada le 18 août 1975.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA CONCERNING THE PROVISION OF MILITARY TRANSPORT AND LIAISON AIRCRAFT TO TANZANIA

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

Considering that Canada is co-operating with Tanzania in the establishment of a Tanzanian forces air wing and intends to provide military transport and liaison aircraft for this air wing,

Have agreed as follows:

Article I. In this Agreement,

(a) “The aircraft” means military transport or liaison aircraft which may be provided free of charge by Canada to Tanzania for the Tanzanian forces air wing;

(b) “Related equipment” means such spare parts and support equipment for the aircraft as Canada may provide free of charge.

Article II. Tanzania will assume title to the aircraft and related equipment when duly authorized representatives or agents of Tanzania accept them following their arrival in Tanzania.

Article III. Canada will pay the cost of transporting the aircraft and related equipment from Canada to an agreed destination in Tanzania.

Article IV. (a) Subject to (c) below Canada will be responsible, in accordance with the general principles of international law respecting liability, for any claims arising during the period between acceptance of the aircraft by Canada from the supplier and transfer of ownership to Tanzania.

(b) Tanzania will be responsible, in accordance with the general principles of international law respecting liability, for any and all claims arising after the ownership of the aircraft is transferred to Tanzania.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above:

- (i) Tanzania shall waive all claims against Canada for any loss or damage to property owned by Tanzania or for death or injury sustained by any of Tanzania’s officers, servants, employees or agents, including members of the Tanzania Armed Forces, which are in any manner attributable to or occasioned by the operation of the aircraft during the period between acceptance of the aircraft by Canada from the supplier and the transfer of ownership to Tanzania; and
- (ii) at all times indemnify and keep indemnified Canada, its officers, servants, employees, agents or members of its Armed Forces from and against all claims for damage to property, or for death of or injury to any person being a citizen of or resident in Tanzania, or any corporate body incorporated in or functioning in Tanzania, where such damage, death or injury is occasioned by

¹ Came into force on 30 April 1966 by signature, in accordance with article VII.

or attributable to the operation of the aircraft during the period between acceptance of the aircraft by Canada from the supplier and the transfer of ownership to Tanzania.

Article V. Tanzania will admit the aircraft and related equipment free of duty and will ensure that any tax or fee levied upon the entry of these goods to Tanzania is not chargeable to the supplier or to Canada.

Article VI. Tanzania will not sell or transfer the aircraft and related equipment to a third party without first obtaining Canada's consent to the proposed sale or transfer.

Article VII. This agreement shall enter into force upon signature.

DONE in duplicate at Dar es Salaam on April 30, 1966, in the English and French languages, each text being equally authentic.

For the Government
of Canada:

A. S. MCGILL
High Commissioner for Canada
in Tanzania

For the Government
of the United Republic
of Tanzania:

RASHIDI M. KAWAWA
Second Vice-President
