

No. 17684

**CANADA
and
UNITED REPUBLIC OF TANZANIA**

**Agreement concerning the training in Canada of personnel
of the Tanzania Peoples Defence Forces. Signed at Dar
es Salaam on 6 September 1975**

Authentic texts: English and French.

Registered by Canada on 11 April 1979.

**CANADA
et
RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord concernant l'instruction au Canada de membres du
personnel des Forces de défense populaire de Tanzanie.
Signé à Dar es-Salam le 6 septembre 1975**

Textes authentiques : anglais et français.

Enregistré par le Canada le 11 avril 1979.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
CONCERNING THE TRAINING IN CANADA OF PERSONNEL
OF THE TANZANIA PEOPLES DEFENCE FORCES

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 training in Canada for personnel of the Tanzania Peoples Defence Forces,

Have agreed as follows:

Article I. DEFINITIONS

In this Agreement:

(a) "Trainee" means a member of the Tanzania Peoples Defence Forces who has been authorized by Tanzania to undergo training in Canada with the Canadian Forces and who has been accepted by Canada for such training.

(b) "Training" means the military training prescribed by the Chief of the Defence Staff of the Canadian Forces.

Article II. TRAINING

Subject to the terms and conditions of this Agreement, Canada shall provide training in Canada for trainees in such numbers as may from time to time be agreed upon by the appropriate authorities of Tanzania and Canada.

Article III. COSTS

Costs shall be borne as follows:

(a) Canada shall bear the cost of:

- (i) The ration allowance and leave transportation expenses mentioned in paragraph (b) of article IV;
- (ii) Tuition, clothing and equipment required for training, and all other training costs;
- (iii) Rations and service quarters;
- (iv) Duty travel in Canada; and
- (v) Administration, including routine medical and dental care.

(b) Tanzania shall bear the cost of:

- (i) Pay and allowances except ration allowances and leave transportation expenses mentioned in article IV(b);
- (ii) The allowance mentioned in subparagraphs (i) and (ii) of paragraph (b) of article IV;
- (iii) Commercial transportation to and from Tanzania, including all in transit costs;
- (iv) Major medical care relating to serious injury and illness and major dental care; and
- (v) *Ex gratia* payments made under article XIII.

¹ Came into force on 6 September 1975 by signature, in accordance with article XXI.

Article IV. PAY AND ALLOWANCES

Trainees, during their period of training in Canada, shall be paid as follows:

(a) Tanzania shall issue to the credit of each trainee in Tanzania such pay and allowances, according to his rank, as he may be entitled to receive under Tanzanian regulations for service in Tanzania. Pay and allowances issued by Tanzania will be exempt from Canadian taxation.

(b) Allowances shall be issued by Canada to each trainee to meet his living and other expenses during his period of training as follows:

- (i) A maintenance allowance at a rate appropriate to the trainee's rank;
- (ii) A civilian clothing allowance, when necessary, having regard to the duration of the training and the season in which it takes place;
- (iii) A ration allowance in an amount to be determined by the Minister of National Defence, at any time that rations are not provided the trainee free of charge; and
- (iv) Leave transportation expenses, when appropriate, having regard to the duration of the training, and at the rate applicable to the Canadian Forces.

The rates of maintenance allowance and civilian clothing allowance mentioned in subparagraphs (i) and (ii) of paragraph (b) of this article will be determined by an agreement with the Tanzanian authorities and will be issued by Canada to each trainee in such amounts as will permit the trainee to meet his expenses satisfactorily while in Canada. The allowances paid by Canada under this paragraph shall not be subject to Tanzanian taxation.

(c) Allowances issued by Canada under subparagraphs (b)(i) and (ii) of this article shall be recoverable in Canadian dollars from Tanzania through the Canadian Commercial Corporation.

Article V. MILITARY JURISDICTION

Trainees shall not, during the period of their training in Canada, be subject to the Code of Service Discipline of the Canadian forces. The authorities of Tanzania will, however, issue in advance to trainees appropriate written orders, a copy of which will be conveyed to the authorities of Canada, to ensure compliance by the trainees with orders and instructions issued to them by the authorities of the Canadian forces during the period of their training in Canada.

Article VI. PROHIBITED ACTIVITIES

Trainees shall not, during the period of training in Canada:

- (a) Be required to participate in any form of combat operations either in or out of Canada or in aid of the civil power; or
- (b) Be required to perform any functions, duty or act that is inconsistent with the purpose of this Agreement.

Article VII. CANADIAN LAW

Trainees will:

- (a) Be subject to the civil and criminal laws in force in Canada;
- (b) Be amenable to the jurisdiction of civil and criminal courts in Canada;
- (c) Have the right of recourse to civil and criminal courts of competent jurisdiction in Canada.

Article VIII. SECURITY

Canada shall take measures to ensure the security and protection within Canada of the person and property of trainees.

Article IX

Tanzania shall take measures to prevent the disclosure by a trainee, after the cessation of his training, to any other Government or to any unauthorized person of classified Canadian information of which he may become cognizant in his capacity as a trainee.

Article X. CLAIMS

Canada waives all claims against Tanzania for damage done to any property owned by Canada where such damage is caused by a trainee acting in the course of his official duties.

Article XI

Canada and Tanzania waive all claims against each other for injury or death suffered by a trainee or a member of the Canadian forces while either is engaged in the performance of his official duties. Where a claim is made against Canada by any person for the injury or death suffered by a trainee in the performance of his duties Tanzania shall indemnify Canada in respect of costs incurred and damage paid by Canada in dealing with such a claim.

Article XII

A claim against Tanzania or a trainee arising out of an act or omission of a trainee in the performance of his official duties shall be assimilated to and dealt with by Canada as if it were a claim arising out of the activities of a member of the Canadian forces in the performance of his official duties in Canada. This article shall not apply to any claim arising in connection with the death of, or an injury to, another trainee.

Article XIII. "EX GRATIA" PAYMENTS

Claims against trainees arising out of acts or omissions in Canada not done in the performance of official duty may be dealt with in the following manner:

(a) Canadian authorities may investigate the incident giving rise to the claim and prepare a report on the case, including an estimate of the amount of money which the Canadian authorities consider would represent reasonable compensation for the death, injury or property damage, or loss suffered by the claimant.

(b) The report shall be delivered to Tanzanian authorities who, upon receipt, shall decide without delay whether to offer an *ex gratia* payment, and, if so, of what amount.

(c) Any offer of an *ex gratia* payment or payment itself by the Tanzanian authorities shall be sent to the claimant directly or through the Deputy Minister of the Department of National Defence.

(d) Nothing in this article affects the jurisdiction of courts in Canada to entertain an action against a trainee unless and until there has been payment in full satisfaction of the claim.

(e) Where the claim has been adjudicated by a court in Canada or Tanzania and a judgement rendered in favour of the claimant, the Tanzanian authorities will

consider whether to make an *ex gratia* payment to satisfy the judgement, or to take such other steps as they may, within bounds of Tanzanian domestic legislation, to seek compliance with the judgement.

Article XIV. ENTRY INTO CANADA

1. On the conditions specified in the second paragraph of this article and subject to compliance with the formalities established by Canada relating to entry into, and departure from, Canada of military trainees from foreign countries, trainees shall be exempt from passport and visa regulations on entering or leaving Canada.

2. The following documents will be required in respect of trainees and will be presented on demand:

- (a) Personal identity card issued by Tanzania;
- (b) Individual or collective movement order, in the English or French language, issued by the appropriate authorities of Tanzania; and
- (c) International certification, in the English or French language, of vaccination against smallpox within three years of entry into Canada.

Article XV. PRESENCE IN CANADA

A trainee shall not by virtue of his presence in Canada as a trainee:

- (a) Acquire any right to remain in Canada after his training has been completed or otherwise terminated;
- (b) Acquire domicile in Canada.

Article XVI. DECEASED TRAINEES AND THEIR ESTATES

Subject to the provisions of any relevant provincial laws, official representatives of Tanzania shall have the right to take possession and make all arrangements in respect of the body of a trainee who dies in Canada and may dispose of the personal property of the estate after payment of debts of the deceased or the estate which were incurred in Canada and owed to persons ordinarily resident therein.

Article XVII. TERMINATION OF TRAINING

Canada or Tanzania may terminate the training of a trainee at any time and shall give to the other reasonable notification of an intention to do so.

Article XVIII

A trainee whose training is terminated for any reason whatsoever shall be repatriated with the least possible delay by Tanzania.

Article XIX. SUPPLEMENTARY ARRANGEMENTS

The appropriate military authorities of Canada and Tanzania may establish mutually satisfactory procedures not inconsistent with the provisions contained herein, to carry out the intent of this Agreement and to give effect to its provisions.

Article XX. REVISION

Either Canada or Tanzania may at any time request revision of any of the provisions of this Agreement.

Article XXI. ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force upon the date of signature. It shall remain in force until terminated by one of the following methods:

- (a) By either Government, after six months' written notice to that effect has been given to the other Government;
- (b) Without complying with subparagraph (a) of this article, by the withdrawal from Canada of all trainees by Tanzania; or
- (c) Without complying with subparagraph (a) of this article, by Canada, without previous notification, if Canada decides that such termination is in the public interest of Canada.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, sign the present Agreement.

DONE in duplicate at Dar es Salaam this 6th day of September 1975, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé cet Accord.

FAIT en double exemplaire à Dar es-Salam ce 6^e jour de septembre 1975, en anglais et en français, chacune des versions faisant également foi.

J. A. MAURICE LEMIEUX

For the Government of Canada
Pour le Gouvernement du Canada

A. MWINGIRA

For the Government
of the United Republic of Tanzania
Pour le Gouvernement
de la République-Unie de Tanzanie
