

No. 21066

**IRELAND
and
UNITED REPUBLIC OF TANZANIA**

**Agreement on technical co-operation. Signed at Dar es
Salaam on 3 February 1980**

Authentic text: English.

Registered by Ireland on 21 May 1982.

**IRLANDE
et
RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord relatif à la coopération technique. Signé à Dar es-
Salam le 3 février 1980**

Texte authentique : anglais.

Enregistré par l'Irlande le 21 mai 1982.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA AND THE GOVERNMENT OF IRELAND

The Government of the United Republic of Tanzania (hereinafter referred to as the Government of Tanzania) and the Government of Ireland, desiring to advance technical co-operation between the two countries and thereby to strengthen further the friendly relations which exist between Tanzania and Ireland, have agreed as follows:

Article I. SCOPE

1. This Agreement sets out the general terms and conditions on which the Government of Ireland will provide economic, technical and related assistance to the Government of Tanzania.

2. Save as may be expressly provided in specific agreements, the provisions of this Agreement shall apply to all Irish assisted projects, as well as Irish personnel and personnel sponsored by the Government of Ireland, except citizens of Tanzania, serving in Tanzania, within the framework of technical co-operation between the Government of Tanzania and the Government of Ireland.

Article II. CATEGORIES OF PERSONNEL

Irish personnel and those sponsored by the Government of Ireland, except citizens of Tanzania, will be recruited by the Government of Ireland to perform mutually agreed tasks in Tanzania. Personnel provided by the Government of Ireland under this Agreement will comprise two categories, defined as follows:

- “Experts” are officers whose salaries are fully paid by the Irish Government and whose appointments are arranged by the Irish Government. They may serve in an advisory or operational capacity;
- “Operational personnel” are officers receiving a salary from the Government of Tanzania by virtue of being appointed to established staff posts, whose salaries are subsidised by the Irish Government. This category of personnel will conclude contracts of service both with the Government of Tanzania and with the Government of Ireland.

Article III. EXPERTS

1. For each expert assigned under this Agreement, the Government of Ireland shall:

- (a) Provide all salary (including leave salary) and allowances in connection with his/her service in Tanzania under this Agreement, other than those allowances provided for in paragraph 2 of this article;
- (b) Cover all transportation costs to and from Tanzania for the expert and his/her family.

¹ Came into force on 3 February 1980 by signature, in accordance with article XV (1).

2. For each expert assigned under this Agreement, the Government of Tanzania shall provide:

- (a) Housing with hard furnishings for the expert and his/her family. Housing and furnishings will be of the same standard as that provided for officers of the Government of Tanzania of comparable status and will be rent free. Water, telephone and electricity charges in respect of such housing will be the responsibility of the expert. Subsistence allowances during official journeys will be paid at the same rate as for officers of the Government of Tanzania;
- (b) Local support for the work of the expert including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistance and free postage and telecommunications for official purposes;
- (c) Local transport for official journeys of the expert to the same extent as provided for officers of the Government of Tanzania. For official journeys performed by the expert in his personal motor vehicle, mileage allowance shall be paid at the same rates as for officers of comparable status of the Government of Tanzania;
- (d) Transport within Tanzania between the expert's duty station and the points of entry and departure of the expert, his/her family and their personal and household effects;
- (e) Medical services and facilities for the expert and his/her family to the same extent as provided for officers of comparable status of the Government of Tanzania and their families;
- (f) The assistance of the Government passages agent in clearance through customs of the personal and household effects of the expert to the same extent as is provided for overseas officers of comparable status serving in Tanzania.

3. The Government of Tanzania shall permit each expert to take such leave during his service in Tanzania as shall be agreed and specified by exchange of letters between the appropriate Tanzania authority and the Government of Ireland.

4. The Government of Tanzania will exempt each expert from income tax and any other direct taxes on the emoluments paid to each expert by the Government of Ireland for his/her services in Tanzania under this Agreement.

5. The terms of reference of each assignment for which an expert is provided under the terms of this Agreement will be specified in writing by the Government of Tanzania and the Government of Ireland.

6. The Government of Tanzania shall have the right to request the recall of any expert whose work or conduct is unsatisfactory. Before exercising such right, the Government of Tanzania will consult with the Government of Ireland. The Government of Ireland shall have the right to recall any expert at any time after consultation with the Government of Tanzania. In any case of recall, the Government of Ireland will make every effort to obtain a replacement for the recalled expert if the Government of Tanzania so requests. The Government of Ireland shall cover transportation costs to and from Tanzania.

7. In the performance of their duties experts shall act in close consultation with the Government of Tanzania and with persons or bodies designated by it,

and shall comply with such instructions given by the Government of Tanzania as are appropriate to the nature of their duties and the assistance that the two Governments have mutually agreed upon.

8. Except with the prior consent of the Government of Tanzania, the experts shall not communicate to the Government of Ireland or any person or entity any information of a secret or confidential nature disclosed to or formulated by such experts in the course of or as a result of the performance of their duties under this Agreement.

Article IV. OPERATIONAL OFFICERS

1. For each operational officer appointed by the Government of Tanzania under this Agreement, the Government of Ireland shall:

- (a) Provide additional emoluments supplementary to the salary and allowance stipulated in paragraph 2 of this article;
- (b) Cover all transportation costs to and from Tanzania for the officer and his/her family.

2. Each operational officer appointed by the Government of Tanzania under this Agreement will be on overseas leave terms and will be entitled to housing in accordance with the terms of service of officers of a similar rank in the service of the Civil Service or parastatal organisations of Tanzania.

The Government of Tanzania shall provide:

- (a) Basic salary for the appointment held by the officer, including annual increments thereto. Appointments will be made on contract terms for tours of service which will normally be for 24 months;
- (b) Vacation leave at the rate of 3 (three) working days for each completed month of residential service which will normally be taken at the end of contract period. Local, casual leave of 16 (sixteen) days may be taken during the contract period. However, this period may be extended in special circumstances.

Copies of approved applications for leave shall be sent to the Government of Ireland for record purposes;

- (c) Housing with hard furnishings for the officer and his/her family for which rent will be charged as is charged to officers of the Government of Tanzania of comparable rank;
- (d) Medical services and facilities for the officer and his/her family as provided for officers of the Government of Tanzania of comparable rank;
- (e) The assistance of the Government passage agent in customs clearance;
- (f) Local transport and travelling allowances on duty, as specified in article III, paragraph 2(c) above.

3. The Government of Tanzania will exempt each operational officer from income tax and any other direct taxes on the emoluments paid to each operational officer by the Government of Ireland for his/her services in Tanzania under this Agreement.

4. Each operational officer appointed under this Agreement shall, in all respects, be a member of the Civil Service or parastatal organisation of Tanzania

and shall be bound by the rules and regulations thereof, so far as they are consistent with the terms of this Agreement.

Article V

1. The Government of Tanzania will exempt from all customs duties, sales tax, and other similar public charges the personal effects and household goods imported into Tanzania by Irish personnel, their spouses and dependent children for their exclusive personal use within four months of first arrival in Tanzania to take up an assignment under the terms of this Agreement, provided that such household goods and personal effects are not sold or otherwise disposed of at any time within East Africa except to a person or persons entitled to similar import privileges.

2. In addition to the above privileges, each expert (but not operation officer) shall have the right to purchase prior to clearance through customs or import one motor vehicle, one refrigerator, and one air conditioner.

3. No currency or foreign exchange/control formalities shall be imposed on funds introduced into Tanzania from external sources by the Irish personnel for personal use. Bank accounts opened in Tanzania by the Irish personnel supplied under the terms of this Agreement shall remain at their exclusive disposal, and the balances on any such account shall be freely transferable into Irish or any freely convertible currency provided such account shall have been fed exclusively from external sources, otherwise the account shall be subject to the usual currency or exchange control formalities in respect of transfers from Tanzanian sources.

4. In order to ensure continuity of work, the Government of Tanzania shall appoint Tanzanians as counterparts to the experts and operational personnel wherever this is possible.

5. In the event either party to this Agreement determines that there exists a situation which renders it desirable to repatriate the Irish personnel and/or their families, the Government of Tanzania shall undertake all reasonable steps to facilitate such repatriation, the cost of international transportation to be paid by the Government of Ireland.

6. Matters relating to terms and conditions of service which are not specifically covered by this Agreement shall be settled by mutual Agreement between the Government of Tanzania and the Government of Ireland.

Article VI

The Government of Tanzania recognises that Irish personnel and their families assigned under this Agreement shall be immune from national service obligations in Tanzania.

Article VII

1. Subject to the provisions of this article the Government of Tanzania shall bear responsibility in respect of claims arising from the execution of projects assisted under the terms of this Agreement.

2. The Government of Tanzania shall indemnify and hold harmless Irish personnel provided by the Government of Ireland against any and all liability, suits, actions, demands, damages, costs or fees on account of death, injuries to persons or property, or any other losses resulting from or concerned with any

act performed or omission made in the execution of projects assisted under the terms of this Agreement, short of acts amounting to gross negligence or wilful misconduct. In the case of such negligence or misconduct the Government of Tanzania would be responsible only to the extent it would be in respect of its own employees.

3. In the event of the Government of Tanzania meeting any claim on behalf of Irish personnel, in accordance with the provisions of paragraph 2 of this article, the Government of Tanzania shall be entitled to exercise and enforce the benefit of any right of setoff, counterclaim, indemnity, contribution or guarantee to which the Irish personnel became entitled.

4. The Government of Ireland shall place at the disposal of the Government of Tanzania any information or render any assistance required for the handling of any case to which paragraph (2) of this article relates or for the fulfilment of the purposes of paragraph (3).

Article VIII. TRAINING

1. The Government of Ireland shall endeavour:

- (a) To promote the advanced training of Tanzania specialists, high level personnel, scholars and scientists in Ireland or in such other countries as may be agreed upon by both parties;
- (b) To arrange for the training of Tanzanian nationals in Ireland or at institutions promoted under Irish Technical Assistance Programmes.

2. The execution of the measures envisaged in paragraph 1 above shall be subjected to separate arrangements.

Article IX. SPECIFIC PROJECTS

The Contracting Parties shall endeavour to co-operate and assist each other in various fields on the basis of this Agreement as the parties may agree. To that end, they may conclude specific arrangements regarding individual projects.

Article X. IMPORTATION OF EQUIPMENT

The Government of Tanzania shall exempt from customs duties and sales tax any materials supplied and equipment imported by the Government of Ireland in connection with any technical assistance projects falling under the terms of this Agreement.

Procedures for a speedy handling, clearing and forwarding of the goods shall be established by the Government of Tanzania prior to such imports.

Article XI. MODIFICATIONS OR SUPPLEMENTARY AGREEMENTS

This Agreement may be modified or supplemented by exchange of letters between duly authorized representatives of the Parties thereto, provided such modifications or supplementary agreements are in accordance with the general objective and purpose of the Agreement.

Article XII. INTERPRETATION

This Agreement and any modification thereof or supplementary Agreement as provided for in article XI shall be interpreted according to the laws of the United Republic of Tanzania.

Article XIII. ARBITRATION

All disputes arising from this agreement shall be settled amicably by the Government of Tanzania and the Government of Ireland through diplomatic channels.

Article XIV. DURATION OF THE AGREEMENT

This Agreement shall remain in force for a period of 5 (five) years from the date it is signed by the parties hereto.

Article XV. ENTRY INTO FORCE AND TERMINATION

1. The present Agreement shall enter into force on the date of its signature.
2. This Agreement may be terminated by either Party hereto upon six months' notice in writing to the other Party of intention of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Dar es Salaam this third day of February 1980.

[Signed — Signé]¹

For the Government
of Ireland

[Signed — Signé]²

For the Government
of the United Republic of Tanzania

¹ Signed by Brian Lenihan — Signé par Brian Lenihan.

² Signed by A. K. Mwanza — Signé par A. K. Mwanza.