

**No. 49740\***

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**United Republic of Tanzania  
and  
African Trade Insurance Agency**

**Host Country Agreement between the Government of the United Republic of Tanzania and the African Trade Insurance Agency. Dar es Salaam, 17 December 2009**

**Entry into force:** *17 December 2009 by signature, in accordance with article 15*

**Authentic text:** *English*

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**République-Unie de Tanzanie  
et  
Agence pour l'assurance du commerce en Afrique**

**Accord de pays hôte entre le Gouvernement de la République-Unie de Tanzanie et l'Agence pour l'assurance du commerce en Afrique. Dar es-Salaam, 17 décembre 2009**

**Entrée en vigueur :** *17 décembre 2009 par signature, conformément à l'article 15*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**THE UNITED REPUBLIC OF TANZANIA**

**HOST COUNTRY AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE UNITED REPUBLIC  
OF TANZANIA**

**AND**

**THE AFRICAN TRADE INSURANCE AGENCY**

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The Government of the United Republic of Tanzania and the African Trade Insurance Agency ("ATI" or the "Agency"),

Having regard to the Agreement Establishing the African Trade Insurance Agency to which the Government of the United Republic of Tanzania is a Party;

Cognizant of Article 4 paragraph 3 of the Agreement Establishing the African Trade Insurance Agency which provides that each Member State shall, within a reasonable period, take all legislative action under its national law and all administrative measures necessary to enable the Agency to fully and effectively fulfil its object, purpose and functions; that to this end, each Member State shall, whenever requested by the Agency, promptly inform the Agency in writing of the specific action which it has taken for the aforementioned purpose;

Cognizant of Article 14 paragraph 3, sub-paragraphs (a) and (b) of the Agreement Establishing the African Trade Insurance Agency which provides that the Agency may establish branch or representative offices in any State and the Member State in whose territory a branch or representative office is located shall conclude appropriate agreements with the Agency in respect of such branch or representative office; and

Cognizant of Article 15 of the Agreement Establishing the African Trade Insurance Agency relating to Immunities, Exemptions and Privileges; and

Taking into account that the Agency wishes to establish a Representative Office for Tanzania (hereinafter referred to as "the Representative Office") in order to assist in performing its objects in the United Republic of Tanzania and that the Government of the United Republic of Tanzania supports the Agency's decision;

Have hereby agreed as follows:

## **ARTICLE 1**

### **Definitions**

1. The Agreement Establishing the African Trade Insurance Agency dated May 18, 2000, as amended on January 20, 2007 and on May 19, 2009, (hereinafter called the "Establishment Agreement"), constitutes an integral part of this Agreement.

2. Any word or expression defined for the purposes of the Establishment Agreement shall, unless the context otherwise requires, have the same meaning ascribed thereto when used in this Agreement.
3. Except where the context otherwise requires, the following terms and expressions shall have the following meanings:

**"African State"** means any State which is, or which is qualified to become, a member of the African Union;

**"Agency"** means the African Trade Insurance Agency established under Paragraph 1 of Article 2 of the Establishment Agreement and/or the Representative Office as referred to in Article 2 (1) of this Agreement;

**"Alternate Director"** means a person appointed by the General Meeting under Paragraph 3 of Article 12 of the Establishment Agreement to be an alternate to the member of the Board of Directors of the Agency for the time being;

**"Board of Directors"** mean the board of directors of the Agency composed in accordance with Article 12 of the Establishment Agreement;

**"Chief Executive Officer"** means the person appointed by the General Meeting under Article 13 of this Agreement to be the chief executive officer of the Agency for the time being;

**"Director"** means a person appointed by the General Meeting under Paragraph 2 of Article 12 of the Establishment Agreement to be a member of the Board of Directors of the Agency for the time being;

**"Government"** means the present or succeeding governing authority of the United Republic of Tanzania;

**"Member State"** means an African State or a Non-African State which is a Member of the Agency in good standing;

**"Member or Member of the Agency"** means an African State or a Non-African State, a Regional Economic Organization, an International Development

Financial Institution, an Export Credit Agency or a Private Corporation, which is a member of the Agency in good standing under the terms of Establishment Agreement;

“Person” means any natural or juridical person, and includes, without limitation, an International Development Financial Institution and a Regional Economic Organization;

“State” means any state which is, or which is qualified to become, a member of the United Nations.

## **ARTICLE 2**

### **Establishment and Seat of the Representative Office**

1. The Representative Office is established in the United Republic of Tanzania.
2. The African Trade Insurance Agency shall notify the Government on the location of the Representative Office after the date upon which this Agreement becomes effective.

## **ARTICLE 3**

### **The Representative Office**

1. The Representative Office shall be headed by a staff member of the Agency, and shall be staffed with such officials and other personnel as are appointed, assigned or re-assigned at the discretion of the Agency
2. The Agency shall be entitled to lease or acquire movable property for the Representative Office and for the accommodation of its personnel as may be necessary for the official purposes of the Agency and its personnel.
3. The Agency shall be entitled to lease or acquire immovable property for the Representative Office and for the accommodation of its personnel, as well as such other facilities (including services and utilities) as may be necessary for the official purposes of the Agency and its personnel.

4. Any building in or outside the Representative Office location which may be used for meetings convened by the Agency shall be temporally included in the Representative Office.
5. The appropriate authorities of the Government shall take whatever action may be necessary to ensure that the Agency shall not be dispossessed of all or any part of the Representative Office and its property without the express consent of the Agency.

#### ARTICLE 4

##### Extraterritoriality of the Representative Office

1. The Government recognizes the extraterritoriality of the Representative Office, which shall be under the control and authority of the Agency.
2. Except as otherwise provided in this Agreement or in the Establishment Agreement, and subject to any regulations enacted under Article 5 of this Agreement, the laws of the United Republic of Tanzania shall apply to the Representative Office.
3. Except as otherwise provided in this Agreement or in the Establishment Agreement, the courts or other appropriate organs of the United Republic of Tanzania shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the Representative Office.
4. The Representative Office shall be inviolable. No officer or official of the United Republic of Tanzania or other person exercising any public authority within the United Republic of Tanzania, shall enter the Representative Office to perform any duties therein except with the consent of, and other conditions approved by, the Chief Executive Officer. The service of legal process, including the seizure of private property, shall not take place within the Representative Office except with the express consent of, and under conditions approved by, the Chief Executive Officer.
5. The Agency shall prevent the Representative Office from being used as a refuge by persons who are avoiding arrest under any law of the United Republic of Tanzania who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

## **ARTICLE 5**

### **Regulations of the Agency**

The Agency shall have the power to make regulations, operative within the Representative Office, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of the United Republic of Tanzania which is inconsistent with a regulation of the Agency authorized by this Article, shall, to the extent of such inconsistency, be applicable to the Representative Office. Any dispute between the Agency and the United Republic of Tanzania as to whether a regulation of the Agency is authorized by this Article, or as to whether a law of the United Republic of Tanzania is inconsistent with any regulation of the Agency authorized by this Article, shall be promptly settled by the procedure set out in Article 19 of the Establishment Agreement. Pending such settlement, the regulation of the Agency shall apply and the law of the United Republic of Tanzania shall be inapplicable in the Representative Office to the extent that the Agency claims it to be inconsistent with the regulations of the Agency.

## **ARTICLE 6**

### **Protection of the Representative Office**

1. The appropriate Tanzanian authorities shall exercise due diligence to ensure that the tranquility of the Representative Office is not disturbed by any person or group of persons attempting unauthorized entry into the Representative Office and/or creating disturbances in the immediate vicinity of the Representative Office.
2. If so requested by the Chief Executive Officer, the appropriate Tanzanian authorities shall provide a sufficient number of police for the preservation of law and order in and around the Representative Office.

## **ARTICLE 7**

### **Communications, Publications and Archives**

1. The Agency shall for official purposes have the authority to install and operate appropriate communication equipment including radio sending and receiving station or stations to connect at appropriate points and exchange traffic with its



branch or representative offices. The Agency as a telecommunications administration will operate its telecommunications services in accordance with the International Telecommunication Convention. The frequencies used by these stations will be communicated by the Agency to the Government and to the International Frequency Registration Board.

2. The Government shall, upon request, grant to the Agency for official purposes appropriate electronic, radio and other telecommunications facilities in conformity with technical arrangements to be made with the International Telecommunication Union.
3. The Government shall, within thirty days after signing this Agreement, grant to the Agency free of charge for its official purposes only a satellite communication license.
4. All official communication directed to the Agency or to any officials of the Agency, at the Representative Office or at the headquarters seat, and all outward official communications of the Agency, by whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. Such immunity shall extend, without limitation by reason of this enumeration, to publications, electronic messages, still and moving pictures, films and sound recording.
5. The archives of the Agency and the Representative Office and, in general, all documents belonging to, or held by them, shall be inviolable and immune from seizure wherever they may be located within the United Republic of Tanzania, except that the immunity provided for in this paragraph 5 shall not extend to documents required to be produced in the course of judicial or arbitral proceedings to which the Agency is a party or proceedings arising out of transactions concluded by the Agency.
6. The Agency shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

## **ARTICLE 8**

### **Immunities, Exemptions and Privileges**

#### **1. General**

The Government shall accord to the Representative Office and the Agency, in its territory, the status, immunities, exemptions and privileges set forth in this Agreement and in the Establishment Agreement, and shall promptly inform the Agency in writing of the specific legislative and administrative action which it has taken for that purpose.

#### **2. Immunity from Jurisdiction**

The Agency and the Representative Office shall enjoy immunity from jurisdiction (immunity from suit and legal process) of any court or tribunal in the United Republic of Tanzania in respect of: (a) actions brought against the Agency by a Member or a former Member of the Agency or persons acting for, or deriving claims from, a Member or a former Member; or (b) in respect of personnel matters.

#### **3. Immunity of Property and Assets**

The property and other assets of the Agency and the Representative Office, wherever located and by whomsoever held, shall be immune from:

- (a) search, requisition, confiscation, expropriation, nationalization or any other forms of seizure, taking or foreclosure by executive or legislative action; and
- (b) seizure, attachment or execution before the delivery of final judgement or award against the Agency in any proceedings.

#### **4. Immunity of Archives**

The archives of the Agency and the Representative Office and, in general, all documents belonging to, or held by them shall be inviolable and immune from seizure wherever they may be located, except that the immunity provided for in this paragraph 3 of Article 8 of this Agreement shall not extend to documents required to

be produced in the course of judicial or arbitral proceedings to which the Agency is a party or proceedings arising out of transactions concluded by the Agency.

**5. Freedom from Restrictions**

- (a) To the extent necessary to fulfil the object and purpose of the Agency and carry out its functions, the United Republic of Tanzania shall waive, and refrain from imposing, any administrative, financial or other regulatory restrictions that would hinder in any manner the efficient functioning of the Agency or the Representative Office or impair their operations.
- (b) To this end, the Agency, the Representative Office, their property, other assets, operations and activities shall be free from restrictions, regulations, supervision or controls, moratoria and other legislative, executive, administrative and monetary restrictions of any nature.

**6. Freedom from Taxation**

- (a) The Agency, the Representative Office, any property, other assets, income, and operations and transactions thereof, shall be exempt from all taxation.
- (b) The Agency, the Representative Office and any of their receiving, fiscal and paying agents, shall also be exempt from any obligation relating to, or liability for, the payment, withholding or collection of any tax or duty.
- (c) Articles imported and exported by the Agency and/or the representative Office for official purposes shall be exempt from all custom duties and other levies, and from prohibitions and restrictions on imports and exports.
- (d) The exemptions hereby granted shall be applied without prejudice to the right of the United Republic of Tanzania to tax their legal persons in the manner each Member State deems appropriate, provided always that the United Republic of Tanzania shall not levy any form of taxation in respect of the salaries, emoluments, indemnities and pensions received by such legal persons arising solely in their capacity as officers or servants of the Agency.

**7. Privilege for Communications**

Official communications of the Agency and the Representative Office shall be accorded by the United Republic of Tanzania the same treatment it accords to the official communications of other international institutions of which it is a member.

**8. Waiver of Immunities, Exemptions and Privileges of the Agency**

The immunities, exemptions and privileges granted to the Agency and Representative Office in this Agreement are in the interest and for the benefit of the Agency. The Board of Directors may waive, to such extent and upon such conditions as it may determine, such immunities, exemptions and privileges in cases where such waiver would, in its opinion, further the interests of the Agency.

**9. Personal Immunities, Exemptions and Privileges**

All Directors, Alternate Directors, the Chief Executive Officer, staff of the Agency and their spouses, their dependent children and other members of their households shall enjoy within and with respect to the United Republic of Tanzania the following immunities, exemptions and privileges:

- (a) immunity from legal process of any kind in respect of words spoken or written, and of acts performed, by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the Agency;
- (b) immunity from seizure of their personal and official baggage;
- (c) exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by the Agency for services past and present or in connection with their service to the Agency and any interest earned thereon or interest arising from monies not effectively connected with the conduct of a trade or business in the United Republic of Tanzania and held with commercial banks. It is hereby understood and expressly agreed that the Government of Tanzania will not levy any form of taxation in respect of salaries, indemnities, allowances and pensions received by such legal persons solely in their capacity as officers and servants of the Agency

- (d) exemption from any form of taxation on income derived by them from sources outside the United Republic of Tanzania;
- (e) exemption, with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions and alien registration requirements and national service obligations, and the same facilities as regards exchange regulations as are accorded by the United Republic of Tanzania to representatives, officials and employees of comparable rank of other states or international organizations;
- (f) freedom to acquire or maintain within the United Republic of Tanzania or elsewhere foreign securities, foreign currency accounts, and other movables and the right to take or transfer the same out of the United Republic of Tanzania through authorized channels without prohibition or restriction;
- (g) the same protection and repatriation facilities with respect to themselves, their spouses, their dependant relatives and other members of their households as are accorded in time of national or international crisis to members having comparable rank of the missions accredited to the United Republic of Tanzania; and
- (h) immunity from personal arrest or detention, except that this immunity shall not apply to civil liability arising from a road traffic accident or a traffic offence;
- (i) exemption from national service obligations, provided that, with respect to Tanzanian nationals such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Chief Executive Officer and approved by the Government; provided further that should any official, other than those listed, who are Tanzanian nationals, be called up for national service, the Government shall, upon request of the Chief Executive Officer, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of the Agency;
- (j) freedom to purchase or build one dwelling house within the United Republic of Tanzania for strictly personal use, and the right to finance such purchase through

- local mortgage or other loan arrangements under the same conditions applicable to Tanzanian citizens. In the event of sale of such house, the right to take out of the United Republic of Tanzania, through authorized channels, the proceeds of the sale, after repayment of any outstanding local mortgage or local loan, in transferable currency;
- (k) the right to import for personal use, free of customs duties and other taxes or levies, prohibitions and restrictions on imports:
- (i) their furniture, household and personal effects, in one or more separate shipments, and thereafter to import necessary additions to the same;
  - (ii) one automobile, and in the case of officials accompanied by their dependents, two automobiles every four years, unless the Agency and the Government agree in particular cases that replacements may take place at an earlier date, because of loss, extensive damage or otherwise; and
  - (iii) reasonable quantities of certain articles including liquor, tobacco, cigarettes and foodstuffs, for personal use or consumption and not for gift or sale;
- (l) the right for officials of the Agency and their spouses to access duty/tax-free shops in the United Republic of Tanzania including, but not limited to, commissaries of the United Nations;
- (m) Exemption from customs duties and other taxes or levies on household, personal effects and two automobiles, whether used or new, of staff members who are Tanzanian nationals or legal residents returning to the United Republic of Tanzania, upon separation from service from the Agency;
- (n) Automobiles imported in accordance with paragraphs 9 (k) (ii) and 9 (m) may be sold in the United Republic of Tanzania at any time after the importation subject to the government regulations concerning payment by the buyer, of customs duties and other related levies;
- (o) The spouses of officials of the Representative Office enjoy free access to the Tanzanian labour market provided they reside under the same roof. The children of officials of the Representative Office who enter in the United Republic of

Tanzania on the ground of family reunification will likewise enjoy free access to the Tanzanian labour market.

Such persons will not be subject to regulations governing the labour market for foreign workers such as the requirements for foreign workers to apply for work permit, work visa, special pass and entry permit for all classes of employment or to pay a bond in the United Republic of Tanzania.

10. The Chief Executive Officer shall communicate to the Government a list of officials of the Agency, their spouses and children and shall revise such list from time to time as may be necessary.
11. The Government shall furnish persons within the scope of this Article with a diplomatic identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Tanzanian authorities.
12. The Agency may issue a *Laissez-Passer* (diplomatic passport) to its officials and their families, which travel documents, shall be recognised and accepted as valid travel documents by the appropriate Tanzanian authorities.
13. **Representatives, Experts, Consultants and others**

The representatives of Members to a meeting of or convened by the United Republic of Tanzania or the Agency or the Representative Office, technical experts or advisors (other than officials of the Agency) performing missions authorized by or serving on committees or other subsidiary organs of, or consulting at its request in any way with the Agency, shall, while exercising their functions within the United Republic of Tanzania, enjoy the following immunities, exemptions and privileges:

- (a) immunity in respect of themselves, their spouses, their dependent children and other members of their households from personal arrest or detention and from seizure of their personal and official baggage;
- (b) immunity from legal process of any kind with respect to words spoken or written, and of acts done, by them in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no

- longer be employed on missions or serving on committees of, or acting as consultants for the Agency or Representative Office, or may no longer be present at the permanent or temporary headquarters or attending meetings convened by the Agency or Representative Office;
- (c) inviolability for all papers and documents relating to the business or functions of the Agency and Representative Office;
  - (d) exemption with respect to themselves, their spouses, their dependent children and other members of their households from immigration restrictions, alien registration requirements and national service obligations;
  - (e) the same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of national or international crises to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the United Republic of Tanzania;
  - (f) the same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; and
  - (g) the same exemptions from taxes and customs duties, including exemption from income tax in respect of emoluments received by them for services rendered in performing services past and present for or on behalf of the Agency and/or the Representative Office, as are accorded to representatives of foreign governments on temporary official missions, save that the relief allowed from customs and excise duties shall be limited to goods imported as part of their personal baggage.

#### **14. Waiver of Personal Immunities**

The Chief Executive Officer shall have the right and duty to waive the immunity of any officer, employee, representative, expert, advisor, or consultant of the Agency or the Representative Office in cases where in his or her opinion the immunity would impede the course of justice and can be waived without prejudice to the interests of



the Agency. In similar circumstances and under the same conditions, the Board of Directors shall have the right and duty to waive the immunity of the Chief Executive Officer of the Agency.

**15. Nationals of the United Republic of Tanzania**

Nothing in this Agreement except as specifically stated herein, shall be construed as requiring the Government to accord any of the immunities, privileges or exemptions other than as specifically provided for under this Agreement to any of its nationals engaged for gain by the Agency or the Representative Office provided that the Agency and the Government of Tanzania may agree on the immunities, privileges or exemptions to be granted to such nationals.

**ARTICLE 9**

**Financial Facilities**

1. Without being subject to any financial controls, regulations or moratoria of any kind, the Agency and the Representative Office may, within the territory of the United Republic of Tanzania, freely:
  - (a) Purchase any currencies through authorized channels and hold and dispose of them;
  - (b) Operate accounts in any currency;
  - (c) Purchase through authorized channels, hold and dispose of funds and securities;
  - (d) Transfer its funds, securities, and currencies to or from the United Republic of Tanzania, to or from any other country, or within the United Republic of Tanzania; and
  - (e) Raise funds through the exercise of its borrowing power or in any other manner, which it deems desirable.

2. The Agency shall, in exercising its rights under this Article, pay due regard to any representations made by the Government in so far as effect can be given to such representations without prejudicing the interests of the Agency or the Representative Office.

## **ARTICLE 10**

### **Social Security and Pension Fund**

1. The Agency may establish a staff pension fund, which shall enjoy legal capacity in the United Republic of Tanzania and shall enjoy the same exemptions, privileges and immunities as the Agency itself.
2. The Agency shall be exempt from all compulsory contributions to and staff members and officials of the Agency and Representative Office shall not be required by the Government to participate in any social security scheme of the United Republic of Tanzania.
3. The Government shall make such provision as may be necessary to enable any official or staff member of the Agency or Representative Office who is not afforded social security coverage by the Agency to participate, if the Agency so requests, in any social security scheme of the United Republic of Tanzania. The Agency shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Tanzanian social security system of those locally recruited members of its staff who do not participate in the Agency's staff pension fund or to whom the agency does not grant social security protection, at least equivalent to that offered under Tanzanian law.

## **ARTICLE 11**

### **Transit and Residence**

1. The Government shall take all necessary measures to facilitate the entry into and sojourn in Tanzanian territory and shall place no impediment in the way of the departure from Tanzanian territory of the persons listed below; it shall ensure that no impediment is placed in the way of their transits to or from the Representative Office and shall afford them any necessary protection in transit:

- (i) Officials of the Agency, their families and other members of their households;
  - (ii) Persons, other than officials of the Agency performing missions authorized by the Agency or serving the organs of the Agency or their subsidiaries; and
  - (iii) Representatives of the Member States party to the Establishment Agreement and other persons invited by the Agency to the Representative Office on official business. The Chief Executive Officer shall communicate the names of such persons to the Government before the intended entry.
2. Visas, where required for persons referred to in paragraph 1 of this Article, shall be promptly granted by the Government without charge.
3. No activity performed by any person referred to in paragraph 1 of this Article in his official capacity with respect to the Agency shall constitute a reason for preventing their entry into or their departure from the territory of the United Republic of Tanzania or for requiring them to leave such territory.
4. No person referred to in paragraph 1 of this Article shall be required by the Government to leave the United Republic of Tanzania save in the event of an abuse of the right of residence, in which case the following procedure shall apply:
- (i) No proceeding shall be instituted to require any such person to leave the United Republic of Tanzania except with the prior approval of the Minister for the time being responsible for Foreign Affairs of the United Republic of Tanzania;
  - (ii) In the case of a representative of a Member State, such approval shall be given only after consultation with the Government of the Member State concerned; and
  - (iii) In the case of any other person mentioned in paragraph 1 of this Article, such approval shall be given only after consultation with the Chief Executive Officer, and if expulsion proceedings are taken against any such person, the Chief Executive Officer shall have the right to appear or to be represented in such proceedings on behalf of the persons against whom such proceedings are instituted.

5. The provisions of this Article shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this Article come within the classes described in paragraph 1 of this Article or the reasonable application of quarantine and health regulations.
6. The Chief Executive Officer and the appropriate Tanzanian authorities shall, at the request of either of them consult as to methods of facilitating entrance into the United Republic of Tanzania, by persons coming from abroad who wish to visit the Representative Office and who do not enjoy the privileges provided by Article 8 of this Agreement.

#### **ARTICLE 12**

##### **Representatives of Member States, International Organisations, or those having official business with the Agency**

Representatives of Member States to meetings of, or convened by the Agency or Representative Office, and those who have official business with the Agency or Representative Office, shall while exercising their function and during their journey to and from Tanzania, enjoy the privileges and immunities provided under this Agreement.

#### **ARTICLE 13**

##### **Experts on Mission for the Agency**

1. Experts (other than officials of the Agency) performing missions authorized by, serving on organs of the Agency or their subsidiaries or consulting at its request in any way with, the Agency shall enjoy, within and with respect to the United Republic of Tanzania, the following privileges and immunities so far as may be necessary for the effective exercise of their functions;
  - (a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;
  - (b) Immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions,

such immunity to continue notwithstanding that the persons concerned may no longer be employed on missions for, serving on the organs of, or acting as consultants for the Agency, or may no longer be present at the Representative Office or attending meetings convened by the Agency;

- (c) Inviolability of all papers, documents and other official material;
  - (d) The right for the purpose of all communications with the Agency, to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
  - (e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;
  - (f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the United Republic of Tanzania;
  - (g) The same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions; and
  - (h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, or the staffs of chiefs of diplomatic missions accredited to the United Republic of Tanzania
2. Where the incidence of any form of taxation depends upon residence, periods during which the persons designated under paragraph 1 of this Article may be present in the United Republic of Tanzania for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their salaries and emoluments received from the Agency during such periods of duty.

3. The Chief Executive Officer shall communicate to the Government a list of persons within the scope of this Article and shall revise such list from time to time as may be necessary.
4. The Government shall furnish persons within the scope of this Article with an identify card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Tanzanian authorities.

#### **ARTICLE 14**

##### **Settlement of Disputes**

1. Subject to Article 16 of the Establishment Agreement the Chief Executive Officer shall make provision for appropriate methods of settlement of:
  - (a) Disputes arising out of contracts and disputes of a private law character to which the Agency is a party; and, in consultation with the Government;
  - (b) Disputes involving an official of the Agency who, by reason of his official position, enjoys immunity, if such immunity has not been waived.
2. Any dispute between the Agency and the Government concerning the interpretation or application of this Agreement or of any supplemental agreement, or any question affecting the Representative Office or the relationship between the Agency and the Government, which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision by arbitration in accordance with the relevant provisions of Article 19 of the Agreement Establishment Agreement.

#### **ARTICLE 15**

##### **General Provisions**

1. The United Republic of Tanzania shall not incur by reason of the location of the Representative Office of the Agency within its territory an international responsibility for acts or omissions of the Agency or of officials of the Agency acting or abstaining from acting within the scope of their functions, other than the

international responsibility which the United Republic of Tanzania would incur as a party to the Establishment Agreement.

2. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the United Republic of Tanzania. They have also a duty not interfere in the internal affairs of the United Republic of Tanzania.
3. The Chief Executive Officer shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for officers and officials of the Agency and for such other persons as may be appropriate.
4. Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Chief Executive Officer shall, upon request, consult with the appropriate Tanzanian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Chief Executive Officer and to the Government, the matter shall be determined in accordance with the procedure set out in Paragraph 2 of Article 19 of the Establishment Agreement.
5. This Agreement shall apply irrespective of whether the Government maintains or does not maintain diplomatic relations with a Member State concerned and irrespective of whether the Member State concerned grants a similar privilege or immunity to diplomatic envoys or nationals of the United Republic of Tanzania.
6. Whenever this Agreement imposes obligations on the appropriate Tanzanian authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.
7. The provisions of this Agreement shall be complementary to the provisions of the Establishment Agreement. In so far as any provisions of this Agreement and any provision of the Establishment Agreement relate to the same subject matter, the two provisions shall be applicable and neither shall narrow the effect of the other.

8. This Agreement shall be construed in the light of its primary purpose of enabling the Agency and its Representative Office in the United Republic of Tanzania to fully and efficiently discharge the responsibilities and mandate of the Agency and fulfil its object and purpose.
9. Consultations with respect to modification of this Agreement shall be entered into at the request of the Agency or Government. Any such modification shall be by mutual consent and recorded in writing
10. The Agency and the Government may enter into such supplemental written agreements as may be necessary.
11. This Agreement shall apply *mutatis mutandis*, to such other offices of the Agency as may in future be set up with the consent of the Government.
12. This Agreement shall cease to be in force:
  - (i) by mutual consent of the Agency and the Government; or
  - (ii) if the Representative Office of the Agency is removed from the territory of the United Republic of Tanzania, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Agency at its Representative Office in the United Republic of Tanzania and the disposal of its property therein.
13. This Agreement shall enter into force upon signature and shall replace any interim agreement hitherto governing the establishment and operation of the Representative Office in the United Republic of Tanzania.
14. The Government of the United Republic of Tanzania shall take all legal, regulatory, administrative measures required to give full effect to this Agreement. This includes but is not limited to the publication of this Agreement in the Tanzania Official Gazette.



DONE at Dar es Salaam in the English Language, on this 17<sup>th</sup> day of December, 2009.

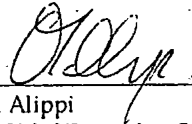
**FOR THE GOVERNMENT OF THE  
UNITED REPUBLIC OF TANZANIA**



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**Bernard Kamillius Membe (MP)  
Minister for Foreign Affairs and  
International Cooperation**

**FOR THE AFRICAN TRADE  
INSURANCE AGENCY**



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**Ivan Alippi  
Ag. Chief Executive Officer**