

1 (2002) Nr. 1

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2002 Nr. 31

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A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en de Verenigde  
Republiek Tanzania inzake de rechtspositie van Nederlandse  
strijdkrachten in de Verenigde Republiek Tanzania die deelnemen aan  
oefening „Tanzanite - 2002”  
Dar es Salaam, 29 januari 2002*

B. TEKST

**Agreement between the Government of the Kingdom of the  
Netherlands and the Government of the United Republic of  
Tanzania concerning the status of Netherlands Armed Forces in  
the United Republic of Tanzania participating in Exercise  
Tanzanite 2002**

Preamble

The Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania (hereinafter jointly referred to as “the Parties” and separately as “the Receiving Party and “Sending Party” respectively);

Recognising their common will to organize and participate in a multinational peace keeping training exercise in Tanzania;

Seeking to promote peace, stability and capacity for crisis management in the East and Southern African sub-region;

And with a view to provide a legal framework for protection and other related matters of the Netherlands Armed Forces participating in the Exercise Tanzanite – 2002;

Hereby agree as follows:

## Article 1

*Definitions*

In this Agreement:

“Axis Area” means the area along Dar es Salaam, Chalinze, Segera, Tanga road, the theatre area of exercise at Tanga, the territorial waters from Dar es Salaam to Tanga port and Isles of Zanzibar and the air space along that area;

“Civil Authorities” means the Tanzanian Police, Immigration and Customs or any other law enforcement agency and/or any appropriate Tanzanian Government Official, excluding the Tanzania Peoples’ Defence Forces;

“Exercise” means Exercise Tanzanite – 2002 to be held in the territory of the United Republic of Tanzania;

“Member or Members” means every person who is a member of either of the Defence Forces or a civilian attached to such Defence Forces for the purpose of Exercise Tanzanite – 2002, including exercise controllers, directors, and supporting staff;

“Prosecuting Authority” means the Attorney General of the Receiving Party;

“Receiving Party” means the Government of the United Republic of Tanzania;

“Sending Party” means the Government of the Kingdom of Netherlands;

“Territorial Borders” means the territorial borders of the United Republic of Tanzania including waters and air space.

## Article 2

*General*

1. This Agreement aims at establishing the status of the troops sent by the Sending Party to the territory of the Receiving Party during the preparation and execution of the Exercise.

2. The Exercise shall take place in the territory of the Receiving Party and shall have two phases:

a) Phase One, the command post exercise (hereinafter called “CPX”) which took place from the 19<sup>th</sup> day of November, 2001 to the 1<sup>st</sup> day of December, 2001; and

b) Phase Two which is a field training exercise (hereinafter called “FTX”) to take place from the 11<sup>th</sup> day of February, 2002 to the 24<sup>th</sup> day of February, 2002.

3. The movements thereto, related and directly linked to the preparation, execution and conclusion of the above two phases shall be part of the Exercise.

## Article 3

*Application*

Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the authorities or any privilege, immunity, facility or concession granted to any member of the Sending Party shall apply only within the territorial borders of the Receiving Party during the said Exercise.

## Article 4

*Obligations*

The Sending Party and its members shall refrain from any action or activity incompatible with the spirit of this Agreement. The Sending Party and its members shall respect the domestic law of the Receiving Party and the officer in charge of the members of the Sending Party shall be obliged to take appropriate measures to ensure the observance thereof.

## Article 5

*Command and control*

1. Members of the Sending Party shall form a military unit and shall remain under the command of the officer in charge of the members of the Sending Party.
2. Aspects of specific command and control during the Exercise shall be set out in the operating instructions of the Exercise.

## Article 6

*Status*

Without prejudice to any provisions of this Agreement, members of the Sending Party shall for all purposes remain members of the Armed Forces of the Sending Party and shall be subject to their own service laws and regulations during the Exercise.

## Article 7

*Arms, equipment and attire*

1. Members of the Sending Party shall wear the uniform, display rank and insignia, use equipment, possess and carry arms and blank ammunition during the said period for the purpose of the Exercise only.
2. Wearing of civilian attire by the members of the Sending Party may be authorised by the officer in charge of the members of the Sending Party.

## Article 8

*Entry, residence and departure*

1. The Receiving Party undertakes to facilitate the entry into and departure from the territory of the Receiving Party by members of the Sending Party. Special facilities shall be granted by the Receiving Party for speedy processing of entry and exit formalities for members of the Sending Party.

2. Members of the Sending Party shall whenever so required for the purpose of the Exercise, have the right to enter into, reside in and depart from the territory of the Receiving Party. The appropriate authorities of the Receiving Party shall be kept informed of such movements.

3. Members of the Sending Party shall be exempted from visa regulations on entry into or departing from the territory of the Receiving Party.

4. Members of the Sending Party shall be exempted from any immigration regulations governing the residence of foreigners in the Receiving Party (including registration), but shall not be considered as acquiring any right to permanent residence or domicile in the Receiving Party.

5. For the purpose of entry into or departure from the Receiving Party members of the Sending Party shall be required to be in possession of:

- a) An individual or collective movement order issued by or under the authority of the Sending Party;
- b) A personal military identity card issued by or under the authority of the Sending Party.

6. Members of the Sending Party travelling within the Receiving Party where such travel is not part of the Exercise shall be required to carry their personal military identity cards or passports and to adhere to the provisions of Article 8(7).

7. Members of the Sending Party shall be required to present, but not to surrender their personal military identity cards or passports as stipulated in Article 8(6) to civilian authorities upon demand.

## Article 9

*Privileges and immunities*

1. Members of the Sending Party shall have the right to bring in, free of duty, for their exclusive use, reasonable quantities of personal effects in connection with their arrival in the Receiving Party. These provisions will also apply to the export of personal effects and gifts in so far as they are deemed reasonable.

2. Members of the Sending Party shall not be allowed to bring in any personal firearms or ammunitions to the territory of the Receiving Party.

3. The Sending Party may import and export free of all taxes and custom charges the equipment for the forces, and reasonable quantities of provisions, supplies and other goods for the exclusive use of the forces during the Exercise. It is further provided that tax exemption shall also cover:

- a) Pilot, tagging and berthing fees to be charged upon a ship embarked at any harbour of the Receiving Party;
- b) Landing, navigation and parking fees to be charged upon aircraft at the airport of the Receiving Party.

4. The Sending Party shall be entitled to buy supplies required for the Exercise free of taxes in the territory of the Receiving Party.

5. Upon departure from the territory of the Receiving Party, members of the Sending Party may take with them such funds received as pay or emoluments from the Sending Party.

6. The duty free importation shall be subject to the deposit, at the customs office at the place of entry, together with such customs documents as shall be agreed, of a certificate in a form agreed between the Receiving Party and the Sending Party signed by a person authorised by the Sending Party for that purpose. The designation of the person authorised to sign the certificates as well as specimens of signatures and stamps to be used, shall be sent to the customs administration of the Receiving Party.

#### Article 10

##### *Permits and licenses*

1. The Receiving Party agrees to accept as valid, a permit or license, issued to any member of the Sending Party by the authorities of the Sending Party, for the operation of any transport vehicle, aircraft or communication equipment and for the practice of any profession or occupation in connection with their functions as members of the Sending Party for the purpose of the Exercise.

2. Provisions of Article 10(1) shall not apply to the use of any military vehicle, marine vessel or aircraft belonging to the Receiving Party.

3. The Receiving Party agrees to accept as valid, current international driving licenses, issued to members of the Sending Party for the operation of civilian vehicles, subject to traffic regulations applicable in the Receiving Party.

#### Article 11

##### *Arrest, transfer and mutual assistance*

1. In conformity with the domestic law in force in the territory of the Receiving Party, officials of the Receiving Party including military

police, civil authorities or any duly authorised agent in cooperation with the military authorities of the Sending Party, may arrest any member of the Sending Party when:

- a) requested to do so by the officer in charge of the members of the Sending Party; or
- b) a member of the Sending Party is suspected of committing any offence.

2. Any member of the Sending Party arrested under Article 11(1), shall be handed over to the authorities of the Sending Party together with his weapon and ammunition or items seized as soon as reasonably practicable, for deportation or disciplinary measures.

#### Article 12

##### *Criminal jurisdiction*

1. Members of the Sending Party shall be subject to the jurisdiction of the courts and domestic laws of the Receiving Party in respect to all criminal offences committed by them within the territorial jurisdiction of the Receiving Party.

2. Notwithstanding the provisions of article 12(1) such jurisdiction shall not include criminal offences solely committed against the property or security of the Sending Party, or offences solely committed against the persons or property of another member or civilian component or dependent of the Sending Party.

3. It is further provided that criminal jurisdiction of the Receiving Party shall not include criminal offences arising out of an act or omission done in the performance of official duty.

4. If the Receiving Party suspects that any member of the Sending Party has committed a criminal offence, the authorities of the Receiving Party shall promptly inform the officer in charge of the members of the Sending Party and present him with any evidence available.

5. Except as provided in article 12 (2) and 12 (3), the Prosecuting Authority of the Receiving Party shall require the Sending Party to hand over the said member to be tried by the courts of the Receiving Party for criminal offences committed during the Exercise and the officer in charge will comply with such request.

6. Whenever a member of the Sending Party is prosecuted under the jurisdiction of the Receiving Party, he shall be entitled:

- a) To be informed promptly and in detail in a language which he understands of the nature and cause of the charge against him;
- b) To have adequate time and facilities for the preparation of his defence and to communicate with counsel of his own choosing;
- d) To be tried without undue delay;

e) To be tried in his presence, and to defend himself in person or through legal assistance of his own choosing; to be informed, if he does not have legal assistance, of this right; and to have legal assistance assigned to him, in any case where the interests of justice so require, and without payment by him in any such case if he does not have sufficient means to pay for it;

f) To examine, or have examined the witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him;

f) To have the free assistance of an interpreter if he cannot understand or speak the language used in court;

g) Not to be compelled to testify against himself or to confess guilt.

7. The authorities of the Sending Party shall be kept informed of the disposition of the case (or all cases).

#### Article 13

##### *Waivers and indemnity*

1. The Parties waive any claim they may have against each other or against any member of either party for any injury (including injury resulting into death) sustained or suffered by a member or members participating in the Exercise where such injury or death arises or is caused by or during the performance by a member or members of their official duties, or while doing anything in connection with the performance of this Agreement except where such injury or death is a result of gross negligence or wilful misconduct on the part of such member or members.

2. The Parties waive all claims against each other for damage to or loss of any property owned by them where such damage or loss was caused by the acts or omissions of a member in the course of the performance of his official duties in connection with this Agreement, except where such damage or loss was as a result of gross negligence or wilful misconduct.

3. In cases of death or injury referred to in Article 13(1), the affected member or their dependants shall be compensated by the respective government of the dead or injured member in accordance with the laws of that government.

4. The Sending Party hereby agrees to reimburse the Receiving Party all costs incurred by it in dealing with and settling any third party claims arising from any act or omission of any member of the Sending Party.

5. In case of a joint cause of an injury, death or damage to property which gave rise to claims by a third party, the Parties will equally share the costs of compensation to the third party.

6. All claims arising out of the Exercise shall be instituted within three years from the date of the incident which gave rise to the claim.

## Article 14

*Accidents, deaths and boards of inquiry*

1. In case of any accident or incidence resulting into damage to or loss of property and injury or death of any member of the Sending Party during the Exercise, the Receiving Party undertakes to, and agrees to hold a Board of Inquiry according to its service laws to investigate the circumstances surrounding the cause of such injury or death and damage to or loss of property.

2. The Sending Party shall be entitled to have an observer present at the Board of Inquiry. The observer will not have the right to cross examine, or to play any other active role but he shall be present when the Board of Inquiry is deliberating on its findings and recommendations. The observer will normally be no higher in corresponding rank than the President of the Board of Inquiry.

3. The Sending Party shall be provided with a copy of the report of the Board of Inquiry. Any requests for more specific information by the Sending Party shall be given sympathetic consideration by the Receiving Party.

4. In case of the death of a member of the Sending Party, the Receiving Party shall immediately inform the Sending Party through normal diplomatic channels of the said death and the Sending Party shall be entitled to dispose of the body upon authorization by the authorities of the Receiving Party. The Sending Party shall meet all costs for transportation of the body from the Receiving Party to the Sending Party.

## Article 15

*Transport and movements*

1. The Donor Countries under the co-ordination of the French Government shall pay for meals and accommodation for the benefit of all contributing countries including the Receiving Party except when logistical support is provided by the Receiving Party.

2. The logistical support required by the combined activities and provided by the Receiving Party will be free of charge.

3. All non-military premises to be used by troops during the Exercise shall be used free of charge in terms of local taxes, electricity, fixed telephone, water and garbage bills or any rent.

4. The Sending Party will buy from the local market all reasonable consumables free of duty and taxes for the members of the Sending Party during the Exercise.

5. During the Exercise, members of the Sending Party subject to the law in force in the Receiving Party, shall enjoy together with their vehi-



cles, vessels, aircraft and other equipment, freedom of movement to and from the Axis Area of the Exercise.

#### Article 16

##### *Storage*

1. The Receiving Party at the request of the Sending Party may store any equipment, arms, blanks ammunition or any object in its storage facilities at the standard military grading applicable in the Receiving Party.

2. The said equipment, arms and ammunition when put in stores of the Receiving Party will be kept according to the military regulations of the Receiving Party.

#### Article 17

##### *Medical support and requirements*

1. Members of the Sending Party shall benefit, free of charge, from the military medical facilities of the Receiving Party under the same conditions as granted to the servicemen of the Receiving Party.

2. Members of the Sending Party participating in the Exercise shall be medically fit and psychologically capable of participating in combined military exercises.

3. Members of the Sending Party participating in the Exercise shall be immunised and dentally fit before arrival in the country of the Receiving Party .

4. The Sending Party shall be responsible for private medical support made to any of its members during the Exercise.

#### Article 18

##### *Communication and postal service*

1. Telecommunications services during the Exercise shall be operated in accordance with the International Telecommunications Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon by the Receiving Party.

2. Subject to the provisions of Article 18 1, members of the Sending Party shall enjoy and are allowed to operate in the territory of the Receiving Party an autonomous communication system by radio, telephone, telegraph, facsimile or any other transmission means, and of establishing necessary facilities for maintaining such communications for the purposes of the Exercise only. Access to the frequency spectrum will be granted free of charge by the Receiving Party.

3. The use of any local private or public communication facilities for the private purposes shall be charged at the standard rates applicable in the territory of the Receiving Party.

4. The Receiving Party shall make arrangements for the processing and transport of private and official mail, including the transfer of money, packages and parcels addressed to or emanating from members of the Sending Party. Rates shall be charged at the standard rates applicable in the Receiving Party.

#### Article 19

##### *Miscellaneous provisions*

1. Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled exclusively by the Parties through consultation and negotiations.

2. This Agreement shall come into force upon signature.

3. This Agreement shall remain in force until the end of the Exercise or until the departure of the last member of the Sending Party that participated in the Exercise. Nevertheless, this Agreement shall remain valid until the conclusion of any outstanding investigations and any legal or other related proceedings, but in any case for no longer than a period of one year.

4. Wherever this Agreement refers to the privileges, immunities and rights of the Sending Party and to the facilities of the Receiving Party, the Receiving Party shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities of the Receiving Party.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed this Agreement in duplicate in the English language.

DONE at Dar es Salaam on this 29<sup>th</sup> day of January in 2002.

*For and on behalf of the Government of the Kingdom of the Netherlands*

(sd.) G. J. TEMPELMAN

*For and on behalf of the Government of the United Republic of Tanzania*

(sd.) VINCENT F. MRISHO

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**First schedule****Donor countries**

1. GERMANY
2. SPAIN
3. PORTUGAL
4. BELGIUM
5. THE NETHERLANDS
6. THE UNITED STATES OF AMERICA
7. THE UNITED KINGDOM

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**D. PARLEMENT**

Het Verdrag heeft ingevolge artikel 7, onderdeel c, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag kan worden gebonden.

**G. INWERKINGTREDING**

De bepalingen van het Verdrag zijn ingevolge artikel 19, tweede lid, op 29 januari 2002 in werking getreden.

Wat betreft het Koninkrijk der Nederlanden, geldt het Verdrag alleen voor Nederland.

**J. GEGEVENS**

Van het op 6 november 1982 te Nairobi tot stand gekomen Internationaal Verdrag betreffende de Telecommunicatie, naar welk Verdrag in artikel 18, eerste lid, van het onderhavige Verdrag wordt verwezen, is de Franse tekst geplaatst in *Trb.* 1983, 164. Zie ook, laatstelijk, *Trb.* 1996, 164.

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen heeft de Minister van Buitenlandse Zaken bepaald dat het onderhavige Verdrag zal zijn bekendgemaakt in Nederland op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *twintigste* februari 2002.

*De Minister van Buitenlandse Zaken,*

J. J. VAN AARTSEN