

A G R E E M E N T

between

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

and

THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

regarding

Institutional Co-operation between Tanzania Electric Supply Company Limited (Tanesco) and Statnett SF (Statnett)

WHEREAS the Government of the Kingdom of Norway (Norway) and the Government of the United Republic of Tanzania (Tanzania) have entered into an agreement dated 13 June 1988 regarding cooperation for promotion of the economic and social development of the United Republic of Tanzania which has been prolonged by Addenda, of which the latest is dated 1 November 2007 (the Main Agreement)

WHEREAS Norway and Tanzania have entered into a Memorandum of Understanding dated 9 November 2007 on Development Cooperation

WHEREAS Tanzania in letter dated 17 April 2009 has requested the Norwegian Ministry of Foreign Affairs (MFA) for financial support to a twinning arrangement between Tanesco and Statnett, and

WHEREAS the Norwegian Ministry of Foreign Affairs (MFA) has decided to comply with the request,

NOW THEREFORE MFA and Tanzania (the Parties) have reached the following understanding which shall constitute an Agreement between the Parties:

Article I Scope and objectives

1. This Agreement sets forth the terms and procedures for MFA's support to the Institutional Co-operation between Tanesco and Statnett (the Project) as outlined in the Agreed Project Summary in Annex I and further described in "Project Document for 3 plus an optional 2 additional years, Institutional Co-operation between Tanzania Electric Supply Company Limited (Tanesco) and Statnett SF (Statnett), Final, dated 14/12/2008 (received 14 April 2009).

2. The Goal of the Project is to "Achieve social and economic development by providing reliable and sustainable electric power in an environmentally sound manner".

3. The Purpose of the Project is to “Achieve a customer-oriented and improved TSO (Transmission System Operator), Single Buyer function and improved Corporate Efficiency”.

4. The Parties may agree on extending existing or including new Project elements within the Project, as well as on re-allocating funds within the Project. Any such agreement shall be in writing, e.g. recorded in the Agreed Minutes from the consultations mentioned in Article VI.

Article II Cooperation – Representation

1. The Parties shall communicate and cooperate fully with the aim to ensure that the Goal and Purpose are successfully achieved. The Parties further agree to cooperate on preventing corruption within and through the Project, and undertake to take rapid legal action to stop, investigate and prosecute in accordance with applicable law any person suspected of misuse of resources or corruption. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to the Project.

2. In matters pertaining to the implementation of the Project the Norwegian Embassy in Dar es Salaam (the Embassy) and The Tanzanian Ministry of Finance and Economic Affairs (MoFEA) shall be competent to represent MFA and Tanzania respectively. All communication to MFA in regard to the Agreement shall be directed to the Embassy. Tanesco will be the executing agency partner and hence responsible for the daily implementation and coordination of the Project.

Article III Contribution of MFA

1. MFA shall, subject to Parliamentary appropriations, make available to Tanzania a financial grant not exceeding NOK 37 000 000 (Norwegian kroner thirtysevenmillion) (the Grant) to be used exclusively to finance the Project for the planned period 2009 - 2014. Up to NOK 22 000 000 (twentytwomillion) of the Grant may be used to finance the first three year period. The optional additional 2 years' phase and the corresponding grant of up to NOK 15 000 000 (fifteenmillion) is subject to the performance and outcome of the first phase and the agreement of the Parties to continue. Any of the Parties may decide to terminate their participation after the first three year phase.

2. Any accrued interests on the Grant may be used for the benefit of the Project if agreed on by the Parties in writing.

3. Any unspent disbursed funds and accrued interests shall be returned to MFA upon completion of the Project.

Article IV Contributions and obligations of Tanzania

1. Tanzania shall through Tanesco as implementing agency be responsible for implementing the Project, and shall hereunder:

- a) Have the overall responsibility for the planning, implementation, reporting and monitoring of the Project,
- b) provide the financial and other resources required in addition to the Grant,
- c) ensure that the Grant is used according to approved work plans and budgets,

- d) ensure that Project funds, which shall include any accrued interests, are properly accounted for, and that the Grant is reflected in the plans, budgets and accounting of Tanzania,
- e) promptly inform MFA of any circumstances that interfere or threaten to interfere with the successful implementation of the Project,
- f) undertake the obligations set out in Annex III to this Agreement with regard to Statnett's personnel provided under the Institutional Cooperation Agreement referred to below,
- g) defray any customs duties, sales taxes and other taxes, fees and levies on all equipment, materials and supplies financed by the Grant and imported into Tanzania for the benefit of the Project,
- h) ensure that all visa, permits, licenses and foreign exchange permissions that may be required are granted,
- i) ensure that representatives of Norway are permitted to visit any part of Tanzania for purposes related to the Agreement and examine any relevant records, goods and documents.
- j) enter into an agreement with Statnett regarding institutional co-operation (the Institutional Cooperation Agreement).

A copy of the Institutional Cooperation Agreement and any subsequent addenda thereto shall be submitted to MFA for approval before entering into force.

Article V Disbursements

1. Disbursements from the Grant shall be made as reimbursement of expenditures incurred during the preceding period. Tanzania shall as a rule submit quarterly requests for reimbursements. However other reimbursement frequencies may be agreed upon by the Parties.
2. All expenses shall be based on approved annual work plans and budgets.
3. Funds will be transferred upon MFA's approval of the requests.
4. Reimbursement of local expenses covered by Tanesco will transferred to a bank account designated by Tanesco.
5. Payment for the services performed by Statnett will be made directly by MFA to a bank account designated by Statnett.

Such disbursements will be made against requests accompanied by:

- original and specified invoice including enclosures to such invoice and
- a written approval of the invoices and a certification of the request by the Chief Accountant at Tanesco.

MFA shall immediately report to Tanzania on payments made to Statnett under this Agreement.

6. Tanzania shall immediately acknowledge receipt of the funds in writing, stating the date of receipt as well as the exchange rate applied, and shall ensure that the same is done by Statnett.

Article VI Annual Meeting

1. Representatives of the Parties shall have an Annual Meeting each year within the third quarter, or such other time as the Parties may agree in writing, in order to:

- Discuss the progress of the Project, including results and fulfilment of agreed obligations,
- discuss and, if feasible, approve annual work plans and budgets for the following year,
- discuss issues of special concern for the implementation of the Project, such as the major risk factors set out in the Agreed Project Summary in Annex I, and how to manage such risks/issues.

The documentation specified in Articles VII and IX shall form the basis for the consultations.

2. The Annual Meeting shall be called and chaired by Tanesco, drawing representatives from the Ministry of Finance and Economic Affairs, the Ministry of Energy and Minerals and MFA . Statnett shall be invited as an observer. Each of the Parties may include others to participate as observers or as advisors to their delegations.

3. Main issues discussed and points of view expressed as well as any decisions shall be recorded in Agreed Minutes. The Agreed Minutes shall be drafted by Tanesco and be submitted to MFA for comments no later than three weeks after the Annual Meeting. MFA shall respond within three weeks.

Article VII Reports

Tanzania shall submit to MFA the reports and documentation specified below. MFA shall respond within three weeks upon reception of the reports and documentation.

Inception Report:

An Inception Report (IR) shall be submitted within four months after the commencement of the Project. The Inception Report shall include the following information (but not be limited to):

- an annual work plan and detailed activity budget for the 1st Project year.
- a revised goal hierarchy, with targets and adjusted indicators for Project proposed monitoring and reporting plan clarifying the reporting format a section on cross-cutting issues and gender in particular and how this will be mainstreamed in the two institutions' cooperation.

The Parties shall, on the basis of the IR, meet within three weeks after the submission to discuss the report, approve the work plan and budget, agree on a monitoring and reporting plan, and adjustments to the Project design including the goal hierarchy, in particular targets and indicators for monitoring and measuring results.

Tanesco shall call and chair the meeting, drawing representatives from the Ministry of

Finance and Economic Affairs, the Ministry of Energy and Minerals and MFA. Statnett shall be invited to the meeting. Each of the Parties may include others to participate as observers or as advisors to their delegations.

Central elements of the discussions and all decisions shall be recorded in agreed minutes from the meeting. The minutes shall be drafted by Tanesco and submitted to MFA for comments not later than three weeks after the meeting. MFA shall respond within three weeks.

Annual Progress Report:

An annual progress report covering the preceding Project year shall be submitted within three weeks before the Annual Meeting.

The progress reports shall be prepared in a format to be agreed, but include at least the following information:

- description of actual outputs compared to planned outputs (as defined in the work plans),
- brief summary of the use of funds and inputs compared to budget,
- assessment of the efficiency of the Project (how efficiently resources/inputs are converted into outputs),
- explanation of major deviations from plans,
- assessment of problems and risks (internal or external to the Project) that may affect the success of the Project,
- assessment of the need for adjustments to activity plans and/or inputs and outputs, including actions for risk mitigation,
- brief assessment of achievements in relation to Purpose.

- annual financial statement consisting of:
 - A statement showing the expenditures and income for the previous period structured as and compared to approved budgets for such previous period.
- annual work plan specifying planned outputs and time schedules for the coming financial year
- budget for the Project for the coming fiscal year showing estimated income from all sources and planned expenditures.

The financial statements and budget(s) shall give complete and detailed information on the financing of the Project.

A Final Report:

A final report shall be submitted within 3 months after the completion of the Project.

The final report shall include:

- The topics listed in Clause 2 above for the whole Agreement period,
- Assessment of the effectiveness of the Project, i.e. the extent to which the Purpose has been achieved,
- Assessment of impact, i.e. the changes and effects positive or negative, planned and unforeseen of the Project seen in relation to target groups and others who are affected,

- Assessment of sustainability of the Project, i.e. an assessment of the extent to which the positive effects of the Project will still continue after the external assistance has been concluded,
- Summary of main “lessons learned”.

Article VIII Procurement

Tanzania undertakes to effect all procurements of goods and services necessary for the implementation of the Project.

The procurements shall be performed in accordance with generally accepted procurement principles, good procurement practices and the procurement regulations of Tanzania. Norwegian suppliers shall be given the same opportunities as other suppliers to compete for deliveries.

Tanzania shall observe the highest ethic standards during the procurement and execution of contracts, and shall ensure in its national legislation adequate and effective means to punish and prevent illegal or corrupt practices.

No offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted. Invitations to make offers as well as the procurement contracts shall, respectively, include a clause stating that the offer will be rejected and/or the contract cancelled in case any illegal or corrupt practices have taken place in connection with the award or the execution of the contract.

Tanzania shall upon request furnish MFA with all relevant information on its procurement practices and actions taken, and provide access to all related records and documents. MFA may require access to information even during the stage in the procurement procedure when it is restricted to the officers performing the procurement. Restrictions on such information shall be respected until the information can be made public without any risk of detriment to the result of the procurement.

Article IX Audit

The annual financial statements of the Project shall be audited by the Auditor General or an equivalent governmental audit body or an independent professional accountant/accountancy firm in public practice (external auditor/ audit firm) engaged by the Auditor General and approved by the MFA.

The audit shall be carried out in accordance with international auditing standards. The auditor shall state in the report which auditing standards that have been applied.

The audit report shall state the auditor’s opinion/findings as to:

- Whether the financial statements present fairly, in all material respects, the Project’s cash receipts/income and expenditures as well as the cash/bank/financial position in accordance with an acceptable financial reporting framework,
- Whether the audit has uncovered any material weaknesses in relevant internal control(s),
- Whether the audit has uncovered any illegal or corrupt practices,
- Whether cash receipts/income and expenditures are properly accounted for.

Tanzania shall submit to MFA the audit report and any other report from the auditor significant to the implementation of the Project within the 31 December each year covering the previous financial year. Tanzania shall comment upon the auditor's findings. MFA shall respond within four weeks upon reception of the report.

Article X Reviews – Evaluation

1. A review focusing on the effectiveness of the Project, i.e. the extent to which the Purpose is being/has been achieved, shall be carried out after 2 1/2 years of the first 3 years phase to assist the Parties in reviewing and deciding on the optional 2 years phase. An assessment of the Project's impact may also be included in the review.

2. Provided that the total Project period of five years has been implemented, an End-review shall be carried out when the Project is finalised. The purpose will be to assess to what extent the Project has reached its objectives, as well as document the experience gained and learning elements.

3. The Parties will agree on how to cover the costs of the review in the Annual Meetings i.e. within or over and above the Grant.

4. Norway reserves the right to carry out independent reviews or evaluations of the Project as and when MFA deems it necessary. The cost for such reviews will be covered by funds over and above the Grant.

Article XI Reservations

MFA reserves the right to withhold disbursements at any time in case e.g.:

- The Project develops unfavourably in relation to the Goal and Purpose,
- Substantial deviations from agreed plans or budgets occur,
- Resources to be allocated by Tanzania are not provided as agreed,
- The documentation specified in Articles VII and IX has not been submitted as agreed,
- The financial management of the Project has not been satisfactory,
- The conditions of the Institutional Cooperation Agreement are breached.

MFA reserves the right to reclaim all or parts of the Grant and cancel the Agreement if Project funds are found not to have been used in accordance with the Agreement or are found not to be satisfactorily accounted for.

MFA has the right to cancel the Agreement or portion of the Agreement, and has the right to demand the cancellation of any contract financed under the Agreement, with immediate effect if it determines that corrupt or fraudulent practices were engaged in by representatives of Tanzania or by a beneficiary of Project funds during procurement or execution of the contract without Tanzania having taken timely and appropriate action satisfactory to Norway to remedy the situation.

Before MFA withholds disbursements, reclaims funds or cancels the Agreement, the Parties shall consult with a view to reaching a solution in the matter.

Annex XII Distribution of the Agreement

The Parties shall distribute copies of the Agreement to the respective ministries, authorities and other institutions involved in the Project or otherwise in need of information on its content.

Article XIII Entry into force – Termination – Disputes

The Agreement shall enter into force on the date of its signature, and shall remain in force until the Parties have fulfilled all obligations arising from it. Whether the obligations are fulfilled, shall be determined in consultations by the Parties.

Notwithstanding the previous clause each Party may terminate the Agreement upon three months written notice.

In case of termination of the Agreement Tanzania shall exert its best efforts to bring the Project to an end in a rapid, orderly and economical manner as to the use of the funds from MFA. Tanzania shall not commit the Project financially from the date of the receipt of the notice of termination. Any unspent funds not committed by the date of the receipt of the notice of termination, shall be returned to MFA without delay.

If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall consult with a view to reaching a solution.

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Agreement in two originals in the English language.

Place: Dar es Salaam Date:

For the Norwegian Ministry
of Foreign Affairs

For the Government of
the United Republic of Tanzania

Jon Lomøy
Ambassador

The Permanent Secretary
Ministry of Finance and Economic Affairs

Annexes:

- I. Agreed Project Summary
- II. Budget overview
- III. Major Risks
- IV. Obligations with regard to Statnett's personnel made available to Tanzania under the Institutional Cooperation Agreement

Project Title/Name: Institutional Co-operation between Tanzania Electric Supply Company Limited (Tanesco) and Statnett SF (Statnett)

Implementing institution: Tanesco

Norwegian and/or other Partner institution: Statnett

Description of the Project

Goal

To achieve social and economic development by providing reliable and sustainable electric power in an environmentally sound manner.

Purpose

To achieve a customer-oriented and improved TSO (Transmission System Operator), Single Buyer function and improved Corporate Efficiency

Outputs

- A. Corporate Strategy and Business development process strengthened
- B. Capacity for Transmission System Expansion planning and implementation increased
- C. O & M Transmission System Efficiency Improved
- D. ICT (Information and Communication Technology) Development and Utilisation enhanced

Main activities

Specific sub-activities are to be elaborated in the annual planning processes. Following are the major activities, structured according to the related outputs.

Corporate Strategy and Business development process strengthened

Tariff application process: A recurring group of activities is the process of preparing tariff applications for submission and approval by the national regulator. The Project will review the present procedures with a view to streamline the process and make improvements to enhance corporate strategy to better achieve business development goals.

CBP update process: The Corporate Business Plan is the main strategic guidance document of TANESCO at the corporate level. Scrutiny and further development of the (periodical) update process are therefore critical activities on which the twinning collaboration partners will work together. The group of activities will include a number of activities from the formulation and decision process to implementation.

Capacity for Transmission System Expansion planning and implementation increased

- *Transmission expansion planning*
- *Implementation planning*
- *Project finance planning*

The different major activities will be addressed in order to ultimately build up the skills and capacity of the organization to more effectively achieve system expansion in

line with corporate goals. An important aspect of the collaboration between the partners will be on the review and further development of existing, and the development and introduction of new tools and methods.

O & M Transmission System Efficiency Improved

- *Transmission maintenance planning*
- *System operation planning*
- *Benchmarking study*
- *Replacement planning*

Major activities consist of various planning subjects. The basis for efficiency improvements is to be established by benchmarking the major processes

ICT Development and Utilisation enhanced

- *ICT policy revision and implementation*
- *ICT strategy revision and implementation*

The major activities are seen in revision and implementation of both policy and strategy in the field of ICT

The Parties may agree on extending existing or including new Project elements within the Project, as well as on re-allocating funds within the Project

Inputs

The main input to the Project is the financial support of up to 37 mill NOK. Tanesco's input will be in the form of manpower – estimated to 1656 mandays, transportation for carrying out Project activities using Tanesco vehicles and procurement of external analysis and consultant services.

Appendix II:

Norwegian Embassy Funded Budget inkl. Input of man Days from Statnett experts

Project Group Coordination and Facilitation (4 meetings per year)	416 000	416 000	416 000	1 248 000	400 000
Statnett Project Manager (16/16/16 days)	124 000	124 000	124 000	372 000	248 000
Statnett project administration, accounting (4/4/4)	28 000	28 000	28 000	84 000	56 000
Misc. Representation from internal advisors in Norway (8/8/8)	64 000	64 000	64 000	192 000	128 000
Statnett Project Manager travel costs and accommodation (2 travels per year)	100 000	100 000	100 000	300 000	200 000
TanESCO Project Coordinator travel costs and accommodation (2 travel per year)	100 000	100 000	100 000	300 000	200 000
A. Corporate Business Strategy (4 meetings per year)	1 536 000	1 536 000	1 536 000	4 608 000	3 072 000
Responsible Advisor + WG Experts (72/72/72)	576 000	576 000	576 000	1 728 000	1 152 000
Other Input from Statnett Experts (45/45/45)	360 000	360 000	360 000	1 080 000	720 000
Statnett Responsible Advisor travel to TanESCO (3 travels per year)	150 000	150 000	150 000	450 000	300 000
Statnett Experts travel costs and accommodation (3 travels per year)	150 000	150 000	150 000	450 000	300 000
TanESCO travel costs and accommodation (5 travels per year)	300 000	300 000	300 000	900 000	600 000
B. Transmission System Expansion (4 meetings per year)	1 536 000	1 536 000	1 536 000	4 608 000	3 072 000
Responsible Advisor + WG Experts (72/72/72)	576 000	576 000	576 000	1 728 000	1 152 000
Other Input from Statnett Experts (45/45/45)	360 000	360 000	360 000	1 080 000	720 000
Statnett Responsible Advisor travel to TanESCO (3 travels per year)	150 000	150 000	150 000	450 000	300 000
Statnett Experts travel costs and accommodation (3 travels per year)	150 000	150 000	150 000	450 000	300 000
TanESCO travel costs and accommodation (5 travels per year)	300 000	300 000	300 000	900 000	600 000
C. O&M Efficiency (4 meetings per year)	1 536 000	1 536 000	1 536 000	4 608 000	3 072 000
Responsible Advisor + WG Experts (72/72/72)	576 000	576 000	576 000	1 728 000	1 152 000
Other Input from Statnett Experts (45/45/45)	360 000	360 000	360 000	1 080 000	720 000
Statnett Responsible Advisor travel to TanESCO (3 travels)	150 000	150 000	150 000	450 000	300 000
Statnett Experts travel costs and accommodation (3 travels per year)	150 000	150 000	150 000	450 000	300 000
TanESCO travel costs and accommodation (5 travels per year)	300 000	300 000	300 000	900 000	600 000
D. ICT Development and Utilisation (4 meetings per year)	1 536 000	1 536 000	1 536 000	4 608 000	3 072 000
Responsible Advisor + WG Experts (72/72/72)	576 000	576 000	576 000	1 728 000	1 152 000
Other Input from Statnett Experts (45/45/45)	360 000	360 000	360 000	1 080 000	720 000
Statnett Responsible Advisor travel to TanESCO (3 travels per year)	150 000	150 000	150 000	450 000	300 000
Statnett Experts travel costs and accommodation (3 travels per year)	150 000	150 000	150 000	450 000	300 000
TanESCO travel costs and accommodation (5 travels per year)	300 000	300 000	300 000	900 000	600 000
Contingency	500 000	500 000	500 000	1 500 000	3 000 000
At disposal for activities where need is uncovered during the course of the work (Internal Work-shops, External conferences, Consultancy services a.o.)	500 000	500 000	500 000	1 500 000	3 000 000
Total	7 060 000	7 060 000	7 060 000	21 180 000	15 688 000

Appendix III: Major risk factors (internal and external)

Risk Factor	Assessment	Mitigation
The risk of (trained) personnel leaving Tanesco for greener pastures, e.g. the private sector	Low to medium. Still few private companies in the sector but that may change with new legal framework. EWURA staffed with people from Tanesco.	Project aims at capacity building and training of Tanesco personnel.
Proficiency and resourcefulness of Project management and administration	Medium. Commitment and quality input from Tanesco and Statnett critical to the success.	The parties commit work hours and named personnel in the annual work plans and budget.
Statnett ability to mobilise relevant professional human resource within short time limits may be a bottleneck.	Low to medium.	Flexibility in reallocation between sub-projects is provided.
HIV/AIDS - possible short- and long-term impact on the administration and sustainability of the Twinning Arrangement.	Low to moderate – high prevalence in Tanzania.	Project will benefit from Tanesco's sensitisation policy. Training of excess personnel.
Timely and reliable co-operation from other local/international institutions, experts, private sector	Low to medium.	Regular updates, and if necessary, adjustments of work plans and budget
Corruption related e.g. to management of Project funds, licensing, Tanesco's revenue situation financial management.	Low to medium. High level of corruption and political patronage in Tanzania.	Accountability and auditing requirements for Norwegian support.
Market situation	Low to medium. Tanzanian and regional electricity market volatile.	Project aims to increase Tanesco's capacity to deal with market insecurity.
Relations with neighbouring countries	Low to medium. Regional initiatives on a policy level well developed, EAC, NBI and SAPP. Working relations with neighbouring utilities not well developed.	Project aims to increase Tanesco's capacity to develop good working relations with neighbouring utilities to support regional initiatives.
Legal framework	Medium to High. Electricity Bill approved and regulations are under preparations.	Project aims to increase Tanesco's analytical capacity to deal with and support Government work on legal framework.
Conditions for expatriates	Low.	Conditions for expatriates to be regulated in the bilateral agreement for Norwegian support.

Annex IV – Obligations with regard to Statnett’s personnel made available to Tanzania under the Institutional Cooperation Agreement

Permissions, taxes

Tanzania shall provide or cause to be provided:

1. exemption from professional registration and license requirements;
2. exemption from income taxes and any other direct taxes on emoluments paid to the personnel for services in Tanzania under the Agreement;
3. exemption from payment of import and export duties, taxes and other fees on equipment imported to Tanzania in connection with the services performed under the Agreement;
4. exemption from any currency or foreign exchange controls on financial resources brought into Tanzania by the personnel for the purpose of the Agreement;

If any of the items mentioned in Clauses 1.4 above are disposed of in Tanzania otherwise than to a person entitled to the same exemptions, appropriate duty and tax shall be paid thereon.

Indemnity – Arrest

Tanzania shall indemnify Norway and the personnel serving in Tanzania under the Agreement and hold them harmless against any liability, suits, actions, demands, damages, costs or fees claimed by third parties on account of death, injuries to person or property, or any other losses resulting from or connected with words spoken or written or any act performed or omission made in the execution within the territory of Tanzania of assistance under the terms of the Agreement, short of acts amounting to gross negligence or wilful misconduct of such personnel. In case of gross negligence or wilful misconduct, Tanzania will be liable to third parties to the same extent as it would be in respect of its own employees. In all cases Tanzania shall be entitled to exercise and enforce the benefit of any defence or right of set off, counterclaim, insurance, indemnity, contribution or guarantee to which such personnel become entitled.

If claims arise in a case where gross negligence or wilful intention on the party of the personnel has been established by a court of law in Tanzania, Tanzania may hold the person concerned liable according to applicable law.

In the event of arrest or detention, for any reason whatsoever, of any personnel, or of any member of his/her family, or criminal proceedings being instituted against them, the Embassy shall immediately be notified by Tanzania. Representatives from the Embassy shall be entitled to visit the arrested or detained person.