

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE UNITED REPUBLIC OF TANZANIA

AND

THE EMIRATE OF DUBAI

CONCERNING

**ECONOMIC AND SOCIAL PARTNERSHIP FOR THE DEVELOPMENT AND
IMPROVING PERFORMANCE OF SEA AND LAKE PORTS IN TANZANIA**

October, 2022

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PREAMBLE

THE UNITED REPUBLIC OF TANZANIA, duly represented by the Minister for Works and Transport ("Tanzania") and **THE EMIRATE OF DUBAI**, duly represented by the Chief Executive Officer of the Ports, Customs and Free Zone Corporation ("Dubai");

(Tanzania and Dubai are hereafter referred to as the "**State Parties**" (each individually as "**State Party**")):

- (A) **CONSIDERING** the visit of Her Excellency Samia Suluhu Hassan, the President of the United Republic of Tanzania to the United Arab Emirates, Dubai Expo 2020 and the meeting she held with the Ruler of Dubai in February 2022 concerning investment opportunities in Tanzania;
- (B) **CONSIDERING** the Memorandum of Understanding (MoU) between the Tanzania Ports Authority (TPA) and DP World (DPW) signed during the visit of H.E. Samia Suluhu Hassan, the President of the United Republic of Tanzania at the Dubai Expo 2020 on the 28th February, 2022;
- (C) **CONSIDERING** the wishes expressed in the MoU on areas of co-operation between TPA and DPW for the development and/or improvement of operations and management of strategic ports infrastructure of Tanzania sea and lake ports, special economic zones, logistic parks and trade corridors of the Government of Tanzania;
- (D) **RECOGNISING** the Government of Tanzania's desire to encourage investment to develop and improve performance and efficiency of sea and lake ports to align with the Government vision and global trend in maritime transport services;

- (E) **CONSIDERING** the Government of Tanzania's wishes to exploit opportunities and take advantages of its geographical location in maritime transport and unlock its market potential in the region by serving the land linked countries through strengthening ports competitiveness and improving socio-economic activities;
- (F) **RECOGNISING** the Government of Tanzania's substantial investments made to improve multimodal infrastructure and superstructure in Tanzania including Dar es Salaam Maritime Gateway Project (DMGP) and Standard Gauge Railway (SGR) and its wishes to realise return on such investments, enhance ports performance and stimulate economic growth for the well-being of the people of Tanzania and the region;
- (G) **APPRECIATING** the transformation of maritime transport services made by Emirate of Dubai through DPW that resulted into maritime transport services being a significant contributor of Dubai's Gross Domestic Product (GDP);
- (H) **RECOGNISING** that DPW is an experienced company with global reputation and capacity in port development, management, operations and supply chain solutions provider;
- (I) **CONSIDERING** the various project agreements envisaged by the State Parties for the implementation of various projects to be agreed through Host Government Agreements (HGAs), specific concession agreements or other project agreements between Tanzania and the relevant project companies;
- (J) **CONSIDERING** that the State Parties wish to enter into this Agreement to constitute the binding framework for the procurement and implementation of the various Projects contemplated in this Agreement.

NOW THEREFORE, the Government of United Republic of Tanzania and the Emirate of Dubai wish to enter into this Agreement to facilitate the mutual objectives of the State Parties as specified hereunder.

PART I
DEFINITIONS, INTERPRETATION AND SCOPE

ARTICLE I
DEFINITIONS AND INTERPRETATION

1. Definition of Terms and Interpretation

(a) Definition of Terms

Capitalised terms used in this Agreement (including in the Preamble, Appendices and Annexes), and not otherwise defined herein, shall have the following meaning:

"Affiliate" shall mean, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, control, is controlled by or is under common control with that entity.

"Agreed Fiscal Regime" shall comprise the regime of taxes and other charges (including the regime for imposing, administering and disputing such taxes and charges) applicable to the Projects, pursuant to the laws of Tanzania;

"DPW" or **"DP World"** means DP World MEA Ports FZE, a state owned company which is fully owned by PCFC which is fully owned by the Emirate of Dubai, established in the Jebel Ali Free Zone in the Emirate of Dubai, United Arab Emirates, with registered office at P.O. Box 17000, Emirate of Dubai, United Arab Emirates, which shall establish one or more Project Companies in Tanzania for the purpose of implementing Project Activities;

"Dubai" shall have the meaning ascribed to it in the identification of the State Parties in the preamble.

"Early Project Activity" shall mean any Project Activity carried out prior to the final investment decision in relation to the Project, and in particular the technical work necessary for the front - end engineering design, relating to the initial stage of design, construction and development of the system (including, onshore and offshore geotechnical, geophysical, topographical, bathymetric, offshore current, cadastral and other environmental and social due diligence and/or survey and the construction of such access roads from the main roads to the Project sites as may be needed for the other Early Project Activities; an **"Early Project Activity"** shall mean any one of them.

"Entity" shall mean any company, corporation, limited liability company, partnership, enterprise, joint venture, unincorporated joint venture, association, trust or other juridical entity, organization or enterprise duly organized by treaty or under the laws of any state or any subdivision thereof.

"Governments" shall mean the Emirate of Dubai, represented by the Ports, Customs and Free Zone Corporation of Dubai (PCFC), the Government of the United Republic of Tanzania, and **"Government"** shall mean any one of them.

"Government Security" shall have the meaning ascribed to it under Article 12 (1) of this Agreement.

"HGAs" or the **Host Government Agreements** shall mean the agreements to be entered into between Tanzania and the Project Company in respect of Project Activities contemplated in this Agreement (or, if paragraph (b) of Article 1 (2) (Commitment to enter into HGA)

applies, between Tanzania and DPW and the latter subsequently transferring their rights and obligations to the Project Company when it is formed); and "**HGA**" or the **Host Government Agreement** shall mean any one of them.

"Human Rights Standards" shall mean (i) national legislation and rules on human rights and (ii) internationally recognized human rights and standards applicable in Tanzania in relation to the Project Activities.

"IGA Consultative Committee" shall have the meaning ascribed to it in Article 3(2) of this Agreement.

"IGA" or Agreement shall mean this Agreement, including its Appendices and Annexes.

"Investor" shall mean (i) the Project Company (and any branch or subsidiary of a Project Company registered to undertake a Project on behalf of a Project Company); (iii) any person directly holding any form of equity or other ownership interest in a Project Company.

"Land Rights" shall mean all those rights (excluding rights of ownership of the land in Tanzania) over land relate to examination, testing and evaluation, analysis, inspection, construction, use, possession, , control assignment and enjoyment (including lease, rights of way, easements, and land occupation rights) as are required to carry out the Project Activities.

"Person" shall mean any natural person or an entity;

"Project" shall mean any undertaking or project conducted by an Investor or Project Company or their Affiliates or contractors to achieve any of the objectives of this Agreement.

“Project Activity” shall mean any activity conducted by an Investor or Project Company or their Affiliates or contractors in connection with a Project;

“Project Agreement” shall mean any agreement, contract, concession or other document, other than this agreement, to which Tanzania, any State Authority, or an Investor or Project Company or their Affiliates is or later become a party relating to Project Activities (including Land Rights), as any such agreement, contract or other document may extended, renewed, replaced, amended or otherwise modified from time to time;

“Project Authorization” shall mean any permit, consent, license, authorization, approval, registration, or filing required at any time by any project participant in connection with the Projects;

“Project Company” shall mean DPW or a company registered in Tanzania (being an Affiliate of DPW) which has entered into a Project Agreement to undertake Project Activities;

“State Authority” shall mean each Government and every governmental or other authority at every level in respect of the territory of the relevant State Party;

“State Party” shall have the meaning ascribed to it in the identification of parties in the preamble;

“Tanzania” shall have the meaning ascribed to it in the identification of State Parties in the preamble;

“Tanzania Ports Authority” in its acronym **“TPA”** means an authority established under section 4 of the Ports Act CAP 166 and for the purpose of this Agreement mean a state owned entity responsible for entering into agreements with the Project Company for the implementation of the Project Activities;

"Territory" with respect to this Agreement shall mean land territory of the United Republic of Tanzania, including its territorial sea, airspace, and maritime areas over which the United Republic of Tanzania exercise its jurisdiction and sovereignty rights in accordance with the Public International Law;

(b) Interpretation:

- (i) The division of this Agreement into articles and other portions and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof.
- (ii) Unless otherwise indicated, all references to an "Article", "Appendix" or "Annex" followed by a number or a letter refer to the specified Article, Appendix or Annex of this Agreement.
- (iii) Unless otherwise indicated, reference to the **"Preamble"** refers to the preamble of this agreement.
- (iv) Unless otherwise specifically indicated or the context otherwise requires, the terms "this Agreement", "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement, including the Appendix and Annexes, and not to any particular Article or other portion hereof.
- (v) Any reference in this Agreement to a State Party undertaking an obligation in the relevant HGA or agreeing that any particular provision will be included in such HGA is not meant to restrict the content of the relevant HGA to such undertakings or provisions and such HGA may include other undertakings and provisions as may be agreed by the relevant parties thereto.
- (vi) Unless otherwise indicated, all references to "this Agreement" or an "agreement" or "document" refer to this Agreement or the relevant

agreement or document, as amended, modified or supplemented from time to time.

- (vii) Unless otherwise indicated, a reference to any Person shall include its subsequent transferees, successors, and assignees.

(c) Construction

- (i) Unless otherwise specifically indicated, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders and "include," "includes" and "including" shall be deemed to be followed by the words "without limitation".
- (ii) Unless otherwise specifically indicated, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through statutory or regulatory authority over such Person (in the case of a State entity), ownership of a majority or other controlling interest in the voting securities, equity or other ownership interests in an Entity, by law or by agreement between the Persons conferring such power or voting rights.

2. Commitment to enter into HGA

- (a) Tanzania undertakes to conclude an HGA with the relevant Project Company (or as the case may be, the relevant Investor) in respect of each relevant Project implementing the principles reflected in, and relevant terms of, this Agreement and containing such other provisions as such State Party and the relevant Project Company or Investor may decide.
- (b) If the Project Company is not incorporated at the time of signing the relevant HGA, an HGA may be signed by Tanzania and DPW or an

Affiliate (with such signatory having the right to assign or novate such HGA to the relevant Project Company once established).

- (c) Tanzania agrees that each relevant HGA and each relevant Project Agreement to which it or a State Authority is a party shall be the contractual framework for Tanzania and the State Authority's contractual rights, obligations, agreements and undertakings under or in connection with the relevant Project.

PART II
GENERAL OBLIGATIONS
ARTICLE 2
OBJECTIVE OF THE AGREEMENT

1. The objective of this Agreement is to set a legally binding framework of areas of cooperation for the development, improvement, management and operation of sea and lake ports, special economic zones, logistic parks, trade corridors and other related strategic port infrastructure in Tanzania. The areas of cooperation also include capacity building, transfer of knowledge, skills and technology, strengthening training institutions and market intelligence support.

ARTICLE 3
COOPERATION

1. Project Implementation

- (a) The State Parties shall co-operate in order to establish and maintain necessary and favourable conditions for the implementation of the Project Activities.
- (b) Representatives of each State Party shall meet in good faith at all reasonable times and as often as reasonably required with the other State Party for the purposes of negotiating and entering into other agreements as may be appropriate between State Parties, in order to authorise, enable and support the implementation of Project Activities.

2. IGA Consultative Committee

- (a) The State Parties shall establish IGA Consultative Committee which shall be responsible for co-ordinating the activities of the Parties in connection with the implementation of this Agreement and the IGA Consultative Committee shall report to the Permanent Secretary responsible for Maritime Transport in the United Republic of Tanzania.
- (b) The IGA Consultative Committee shall comprise of a suitably qualified representative of each State Party and serve as a body on which the State Parties may exchange information and consult in respect to the implementation of this Agreement or any other matter that may be referred to it pursuant to the terms of reference agreed between the State Parties.

- (c) The functions, frequency of meetings, reporting framework and other matter related to the operations of the IGA Consultative Committee shall be stated in the terms of reference to be agreed between the State Parties.

3. Inspection and Information

- (a) The State Parties shall agree through HGA and Projects Agreements on inspection matters in relation to the conduct of the Project Activities.
- (b) The State Parties shall ensure the proper exchange of information between them relating to the Projects. Any confidential information supplied by one State Party to another shall not be further disclosed by the receiving State Party without the prior consent of the supplying State Party.

ARTICLE 4

SCOPE OF CO-OPERATION AND IMPLEMENTING ENTITIES

- 1. The scope of this Agreement is to facilitate the implementation of areas of the cooperation set out in Appendix 1 to this Agreement.
- 2. Tanzania will inform Dubai of any other opportunities relating to ports, freezones and logistics sectors in Tanzania to allow Dubai or Dubai entities to express interest and submit proposals for consideration in respect of such other opportunities.
- 3. The Government of Tanzania affirms that TPA shall be responsible for the implementation of areas of the cooperation on behalf of the Government of Tanzania and any assignee or successor to TPA shall be bound by the terms and conditions contemplated in this Agreement.

4. The Emirate of Dubai nominates DPW and its Affiliates as the implementing entity for the Projects Activities.
5. DPW and affiliated entities shall be responsible for raising funding for the relevant Project Companies for the development of the Projects Activities.

ARTICLE 5
RIGHTS TO DEVELOP, MANAGE OR OPERATE

1. The State Parties agree that DPW shall have the exclusive right to develop, manage and/or operate the Projects as specified in Appendix 1 Phase 1, directly or through its Affiliates under this Agreement as shall be further prescribed in the relevant Project Agreements and relevant HGAs.
2. The State Parties agree that the implementation of plans for development of the Projects by DPW is subject to the conclusion of definitive Project Agreements, Land Rights and HGAs for each relevant Project.
3. Upon signature of this Agreement, DPW shall prepare and presents proposals for the implementation of projects under the areas of cooperation containing such information and documentation as may be agreed between TPA and DPW.
4. The State Parties agree that Phase 1 Projects (as defined in Appendix 1) shall be the priority projects for development and implementation. The Government of Tanzania shall ensure that TPA does not consider any other proposals for any of the Phase 1 Projects as from the Signature Date until such date as discussions between DPW and TPA for the Phase 1 Projects have been terminated or at the expiry of a period of 12 months from the Signature Date of this Agreement, whichever is the earlier.

ARTICLE 6
RELEVANT GOVERNMENT CONSENTS AND APPROVALS

1. The Government of Tanzania shall ensure that the relevant Project Company is granted with all relevant governmental approvals, consents, land rights, investment incentives and exemptions required for the execution of the Project Agreements and any ancillary agreements in accordance with prescribed relevant laws.
2. At the request of DPW or the relevant Project Company, the Government of Tanzania shall assist to prevent and/or stop any illegal or unauthorised interference in the procurement or implementation of the relevant Projects for the approved DPW proposals by any authority or a third party unless such interference is necessary for the safety and security reasons understood and acceptable to the State Parties.

ARTICLE 7
PROJECT AUTHORISATIONS

1. The Government of Tanzania shall, in a timely fashion, issue, grant, maintain or renew (or cause to be issued, granted, maintained, or renewed) all the authorisations required by each of the Project Company and/or TPA for the implementation of the approved proposals.
2. The Government of Tanzania acknowledges and agrees that issuing, granting, maintaining, or renewing such authorisations, in a timely fashion, is critical to the successful and timely implementation of the approved proposals and shall ensure that the competent state authorities or agencies will facilitate and expedite, upon receipt of an application or request from DPW, TPA or the relevant project company for the issuance, grant, maintenance or renewal of any such authorisation.

3. Once issued or granted, no authorisation granted in relation to any Project shall be revoked, altered, modified, or fail to be renewed or extended by the Government of Tanzania or the relevant state authority or agency without the prior consultation with PCFC representing the Emirate of Dubai if such revocation, alteration, modification or failure to renew or extend would have a material adverse effect on the Projects (or any one of them).

ARTICLE 8

LAND RIGHTS

1. The Government of Tanzania shall take all the necessary actions to ensure the acquisition and grant of rights to DPW or the relevant project company to:-
 - (a) access, possess and use land in connection with each Project ("Land Rights");
 - (b) the maintenance and possession of such Land Rights; and
 - (c) protect such Land Rights subject to the relevant law and procedures for the grant and use the land right to DPW.
2. The Government of Tanzania shall take all actions necessary in accordance with the law to ensure that the Land Rights remain available at all relevant times and that the integrity of the Projects is unharmed by any future infrastructure that may cross, or is developed near, the Projects, which future crossing and development shall be at the risk and expense of the third-party developer, not DPW or the relevant project company.
3. The Government of Tanzania shall ensure that Land Rights to the Projects Activities are:

- (a) clearly identified, subject to a registrable lease, and free from any encumbrance, lien, security or other third party right, and from any claim, contest, or recourse by any third party;
- (b) provided to the project company in accordance with the relevant laws and procedures;
- (c) obtained for the period specified in the leasehold; and
- (d) provided with uninhibited implementation of the Projects.

ARTICLE 9

INVESTMENT INCENTIVES

1. The State Parties agree that DPW investment in Tanzania shall be of significant size and scope that will bring wider socio-economic benefits warranting the provision of investment incentives in relation to the specific Project Activities.
2. The State Parties agree that investment incentives shall be granted in accordance with relevant laws as well as established procedures in Tanzania and as shall be stated in the relevant HGA and Project Agreements.

ARTICLE 10

CONFIDENTIALITY

1. The State Parties shall not furnish to any third party for any purpose whatsoever any information relating to this Agreement or its proposals that is confidential or proprietary (including, without limitation, any information relating to technical and financial proposals) it being agreed that such information is strictly confidential and commercially sensitive to both Parties, unless otherwise notified and/or authorised in writing by DPW and TPA.

2. Either of the State Party shall not use any information derived from the other State Party or any due diligence or other information made available under this Agreement (it being agreed that such information is strictly confidential and commercially sensitive to both Parties) or use such information to solicit any offer from any third party or undertake any competitive tendering in respect of the Projects Activities.

ARTICLE 11

NON-DISCRIMINATORY TREATMENT

1. The State Parties agree that the relevant authorities in Tanzania shall:
 - (a) impose taxes, duties, levies and other charges on the relevant project company, the Project Activities or persons (including suppliers or service providers) in accordance with the Agreed Fiscal Regime; and
 - (b) apply such laws and regulations in good faith and in an efficient, transparent and coordinated manner that is fair and non-discriminatory.

ARTICLE 12

SAFETY AND SECURITY

1. The State Parties agree that the safety and security shall not be compromised for the Project Activities including Project Land, systems, persons, goods and equipment on, under, over, or in the Project Land and Premises or installations in the Project Area or in the Project Activities within the Territory of the United Republic of Tanzania, together with all other aspects of the security and the safety for which Tanzania is responsible, (the "Government Security").

2. The HGA shall:

- (a) establish a clear framework for the allocation of the responsibilities and the performance of the Government Security;
- (b) define the actions related to those aspects of the safety and security of the Project for which the Project Company is responsible (the "Project Company Security");
- (c) include provisions requiring the relevant State Party and the Project Company to consult, cooperate and coordinate in relation to the development and implementation of all relevant safety and security measures in relation to the Project, including the Government Security and the Project Company Security;
- (d) identify the interfaces between the measures related to the Government Security and the Project Company Security consistent with the Human Rights Standards; and
- (e) provide measures related to the Government Security consistent with the Human Rights Standards.

ARTICLE 13

**LOCAL CONTENT, EMPLOYMENT AND CORPORATE SOCIAL
RESPONSIBILITY**

1. The relevant Project Agreements shall include provisions relating to the following:
- (a) identification and development of Local Content Plans for the respective Projects;
 - (b) commitments of the Project Company with respect to implementation of corporate social responsibility programmes; and

- (c) commitments of the Project Company with respect to retention of existing jobs, employment of Tanzanian nationals and training and development programmes for such Tanzanian employees of the relevant Project Company.
2. In relation to the Project Activities conducted by the Project Company, the Local Content Plan shall include, inter alia, provide:
- (a) priority to local entities and persons on procurement of goods, works, consultancy and non-consultancy services where such entities and persons are available, and they meet the required standards;
 - (b) reserved contracts for certain goods and services to be provided to the local companies, registered entities and Tanzanian citizens;
 - (c) required quality, health, safety, environment, technical and other standards for goods and services to be procured locally;
 - (d) plan for employment and training of Tanzanian citizens;
 - (e) implementation of the Plan for recruitment and training of Tanzanian citizens;
 - (f) Support to the local training institutions in the field of maritime transport services and logistics; and
 - (g) Plan for research and development, and technology transfer.

Provided always that the goods, services and other resources otherwise subject to the aforesaid preferences and reservations are of a quality and quantity acceptable to the Project Company (acting reasonably) and are available at competitive market rates.

3. The implementation of the Local Content Plan and other commitments outlined above with respect to corporate social responsibility, training and development and job retention and capacity building for Tanzanian nationals shall be agreed between the Project Company and the TPA in the relevant Project Agreements.

ARTICLE 14

EXPROPRIATION

1. Tanzania confirms the private nature of the Project Activities, investments or properties of the project participants in the Project, including the Projects Systems or any other tangible or intangible assets of the Project Company or the shares in, or loans to the Project Company in relation to the Project or the tangible or intangible assets of or the shares in, or loans to, any Projects Participant in relation to the Projects (an "Expropriation") and their intention not to expropriate, nationalise, confiscate, compulsorily acquire or sequesterate or take any other measures having a similar effect, directly or indirectly, in whole or in part.
2. Tanzania agrees that, in case the Government of Tanzania decides to make an expropriation, such expropriation shall satisfy the following conditions: (i) the measures of expropriation are taken for a public purpose and under due process of law; (ii) such measures are not discriminatory; and (iii) the measures are taken against payment of prompt, effective and adequate compensation to the affected persons, the principles of which will be set forth in the relevant HGA and the relevant Project Agreements.

ARTICLE 15
ENVIRONMENTAL, OCCUPATIONAL HEALTH, SOCIAL AND SAFETY
STANDARDS

1. The State Parties agree that the implementation of the Project Activities shall comply with the prevailing Tanzania laws governing Environmental, Occupational Health, Social and Safety (EOHSS) Standards, provided that the relevant Project Company is not constrained from any requirement to comply with any other comparable environmental and social standards imposed by multilateral lenders or financiers to the Projects.
2. The implementing Project Company shall comply with International Standards for the prevention of marine pollution at sea including IMO Conventions such as MARPOL, International Ship and Port Facility Security (ISPS) Code and other international standard for port operations.

ARTICLE 16
TECHNICAL STANDARDS

DPW and TPA shall cooperate and share information on implementation of Project Activities regarding technical standards for the design, development, construction, operation, maintenance, repair, replacement, capacity expansion or extension and maintenance of the infrastructure or superstructure and the conduct of the Project Activities in accordance with international operational practices as shall be set out in the relevant Project Agreements. DPW and TPA shall consult with each other and the Project Company as often as necessary in the process of defining and agreeing on such technical standards.

ARTICLE 17
LABOUR RIGHTS

The State Parties agree that in the course of the implementation of the Project Activities all actions of the Project Company or persons that involve use of labour are undertaken in a manner consistent with the Environmental, Occupational Health, Social and Safety Standard and the Human Rights Standards.

PART III
FISCAL REGIME

ARTICLE 18
TAXES, DUTIES AND OTHER CHARGES

1. The State Parties agree that taxes, duties and other charges shall be imposed in accordance with the prevailing tax laws of the United Republic of Tanzania and such other terms and incentives as may be agreed in the relevant HGA and Project Agreements in compliance with the laws of Tanzania.
2. Investment incentives and exemptions for taxes, duties and other charges (where applicable) shall be granted in compliance with the prevailing tax laws of the United Republic of Tanzania and the terms as may be agreed in the relevant HGA and Project Agreements in compliance with the laws of Tanzania.

PART IV
FINAL PROVISIONS

ARTICLE 19
STATE SUCCESSION

If the State Party is replaced or succeeded to by one or more other states in relation to the responsibility for the international relations of all or part of its Territory, any successor state shall be considered as a party to this Agreement as from the date of the replacement or succession, provided that the successor state, within a reasonable period from that date, notify the other State Party of its desire to become part of this Agreement.

ARTICLE 20
DISPUTE SETTLEMENT

1. Amicable Settlement

Disputes arising out of, or in connection with, this Agreement shall be referred by a Party for amicable resolution through diplomatic channels or, if such Party so chooses, to the IGA Consultative Committee, with any agreement recorded in writing. If a dispute is not amicably settled within ninety (90) days from the date of presentment of the dispute through diplomatic channels or the IGA Consultative Committee, any Party may notify the other Party that a declared dispute exists (a "Declared Dispute").

2. Arbitration

- (a) If a Declared Dispute exists, the Parties agree that any Party may, upon written notice to the other Party, submit the matter to arbitration under the UNCITRAL Arbitration Rules.
 - (b) Each Party shall appoint one (1) member of the tribunal within thirty (30) days of receipt of the written notice referred to in Article 20(2)(a) above. Those two (2) members shall then select a national of a third state who, on approval by the Parties, shall be appointed Chair of the tribunal.
 - (c) The Chair shall be appointed within thirty (30) days from the date of appointment of the second member.
 - (d) If within the periods specified in Article 20(2)(b) above, the necessary appointments have not been made, either Party may, in the absence of any other agreement, invite the Secretary-General of the Permanent Court of Arbitration to make any necessary appointments within thirty (30) days of a request being made.
 - (e) For the purpose of Arbitration Process:
 - (i) the seat of the arbitration shall be Johannesburg, Republic of South Africa;
 - (ii) the venue of the arbitration shall be Johannesburg, Republic of South Africa;
 - (iii) the language of the arbitration shall be English; and
 - (iv) the award shall be in writing and shall set forth the reasons for the tribunal's decision.
3. Disputes under the Project Agreements and HGAs will also be subject to resolution through international arbitration in a neutral venue and seat.

ARTICLE 21
GOVERNING LAW

The governing law of this Agreement shall be English Law whereas the governing law of each HGA and the relevant Project Agreements shall be the laws of Tanzania.

ARTICLE 22
SUBSEQUENT AMENDMENT

This Agreement may be amended at any time, in writing, by the mutual agreement of the State Parties. No amendment to this Agreement will have effect without the agreement by signature and ratification and/or adoption of the appropriate documentation by the State Parties.

ARTICLE 23
DURATION AND TERMINATION

1. Subject to paragraph 2 of this Article 23, this Agreement shall remain in force until occurrence of one of the following: (i) permanent cessation of all Project Activities; or (ii) the expiration of all of the HGAs and all of the Project Agreements (subject to any additions or extensions thereto) and the definite resolution of disputes, if any, thereunder.
2. In the event that a HGA is terminated prior to expiration of its term, this Agreement shall remain in force for the time, and to the extent, required by any State Party or by the Project Company to assert any rights arising from, protect any interests endangered by or bring any proceeding resulting from termination of the HGA. Termination or expiry of a HGA shall not affect any accrued rights, liabilities or remedies of any party under such HGA or the related Project Agreements or this Agreement.

3. The termination of this Agreement shall be subject to the prior consent of the State Parties, such consent is not to be unreasonably withheld.
4. The State Parties shall not be entitled to denounce, withdraw from, suspend or terminate this Agreement in any circumstances, including in the event of material breach, fundamental change of circumstances, severance of diplomatic or consular relations, or any other causes recognised under international law. Notwithstanding the foregoing, any dispute between State Parties in respect of such circumstances shall be dealt with in accordance with the requirements of Article 20 of this Agreement.

ARTICLE 24

RESERVATION, LANGUAGE AND APPENDICES

1. The State Parties have not expressed any reservations to any provision of this Agreement.
2. The appendices, annexes or addendum to this Agreement, that the State Parties may sign from time to time, shall form an integral part hereto.
3. This Agreement is entered into in the English language. With reference to the application of this Agreement (including, all notices, demands, requests, statements or other documents or communications under this Agreement) the State Parties shall use the English language.

ARTICLE 25
ENTRY INTO FORCE

1. Promptly after signature of this Agreement and without prejudice to any other obligation of the State Parties in this Agreement, the State Parties shall take all administrative and regulatory measures that are necessary to ensure that the Early Project Activities can be performed and executed legally by or on behalf of one or more of the investors or the Project Company according to the laws of Tanzania.
2. The Government of each State Party, shall, if required under their respective domestic laws, within thirty (30) days of the signature of this Agreement, commence the process of ratification of this Agreement by its relevant duly authorized legislative or judicial organ in order to make this a binding obligation of each State Party under the International Law.
3. The State Parties agree that the provisions of this Agreement and the HGAs shall apply to all the Project Activities, including those undertaken prior to the effectiveness of this Agreement or the relevant HGA, where necessary.
4. This Agreement shall enter into force upon exchange of instruments of ratification under the laws of each of the State Parties, save in respect of sub-article 1 and 2 herein above, which shall come into force upon the signature of this Agreement by each of the State Parties.

P.S.M

usj

ARTICLE 26
TRANSPOSITION OF THE IGA INTO NATIONAL LAW

Without prejudice to Article 25, the Government of each State Party shall expeditiously take all steps necessary to make this Agreement and the relevant HGA effective under its domestic law as the prevailing legal regime in respect of the proposed Projects, including, where necessary, presenting drafts of all necessary enabling legislation, and shall use its best endeavours to secure, as soon as practicable, the passage of the enabling legislation. The Government of each other State Party shall keep each other State Party informed on a timely basis as to the status of such enabling legislation.

ARTICLE 27
**ENTRY INTO FORCE RELATIONSHIP BETWEEN THIS AGREEMENT AND
OTHER INTERNATIONAL AND DOMESTIC OBLIGATIONS IN THE STATE
PARTIES**

Each State Party represents and warrants that, upon the effectiveness of this Agreement and all relevant enabling legislation, it will not be party to any domestic or international agreement or commitment, or lawfully bound to observe or enforce any domestic or international law, regulation, or agreement, that conflicts with or to enter into or implement this Agreement or the relevant HGA and any Project Agreement to which such State Party is a party.

ARTICLE 28
COMPETENCIES OF THE STATE PARTIES AND THEIR SIGNATORIES

Each State Party represents and warrants that the execution and performance of this Agreement is within the powers of its Government, and that this Agreement has been duly signed by competent public authorities, acting within the powers and authorities

vested in and following the procedures set out in their respective national legislation for entering into an international agreement of such nature on behalf of such State Party.

ARTICLE 29

PERFORMANCE AND OBSERVANCE OF THE IGA AND OTHER RELATED AGREEMENTS AND SUPPORT FOR PROJECT ACTIVITIES

1. Each State Party undertakes to fulfil and perform each of its obligations under this Agreement, the HGA to which it is a party and any other Project Agreement to which it is a party from time to time. To the full extent of the exercise of its lawful authority, each State Party shall ensure that its State Authorities act in a manner consistent with, and to satisfy, the obligations of such State Party under this Agreement and the relevant HGA.
2. To the full extent of the exercise of its lawful authority, each State Party shall fully support the implementation of the Project and execution of the Project Activities and shall ensure that its state Authorities take all actions necessary for such implementation and execution.

ARTICLE 30
STABILISATION

1. The State Parties agree that the legal and contractual environment relating to the Projects shall be stabilised in a manner that is similar and satisfactory to the State Parties and the Project Company. The details of such stabilisation shall be agreed between DPW or the relevant Project Company and TPA and also reflected in the relevant HGAs. Such stabilisation shall use the date of signature of the IGA as the reference date for stabilisation, so as to address any changes in Law or change in tax affecting the relevant Projects.
2. Tanzania shall take all necessary or appropriate steps to make, give or implement within its respective Territory all enabling legislation and other legal actions necessary to give effect to and to implement the undertakings set out in the Project Agreements and HGAs.

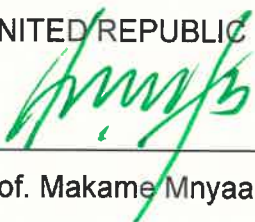
ARTICLE 31
EXCHANGE OF AGREEMENT/INSTRUMENT

This Agreement and all instruments of ratification shall be exchanged between the State Parties.

SIGNED at Dodoma – United Republic of Tanzania, on this **25th** day of **October** in year 2022
in two (2) originals.

IN WITNESS WHEREOF the undersigned have appended their signatures hereto:

For the UNITED REPUBLIC OF TANZANIA



Name: Prof. Makame Mnyaa Mbarawa

MINISTER FOR WORKS AND TRANSPORT

For the EMIRATE OF DUBAI

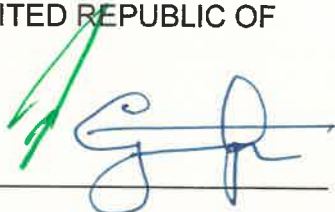


Name: H.E. Ahmed Mahboob Musabih

CHIEF EXECUTIVE OFFICER OF THE
PORTS, CUSTOMS AND FREE ZONE
CORPORATION

IN THE PRESENCE OF:

For the: UNITED REPUBLIC OF
TANZANIA



Name:

PERMANENT SECRETARY
MINISTRY OF WORKS AND TRANSPORT

IN THE PRESENCE OF:

For the: EMIRATE OF
DUBAI



Name:

APPENDIX 1: AREAS OF COOPERATION

PHASE	DESCRIPTION
Phase 1 Projects	1. Development, management and operation of RoRo Terminal (Berth 0), General Cargo Terminal (Berth 1 to 4) and Container Terminal (Berth 5 to 7) of the Dar es Salaam Port. 2. Development of Dhow Wharf Terminal and Passenger Terminal of the Dar es Salaam Port to be operated by TPA. 3. Development, management and operation of the Designated Area of Kwala Inland Container Depot and the Kurasini port pre-gate. 4. Development, management and operation of a new Container Terminal at RoRo & General Cargo Berths, reallocating the RoRo yard to EPZA designated area by constructing a Multi Storey Car Park and Upgrading the RoRo yard to a General Cargo & Container Yard. 5. Providing modern ICT Systems required by TPA to give all Tanzanian stakeholders increased efficiency and visibility on the operation of ports across Tanzania. 6. Providing modern world class maritime services to the Port of DSM on a common user basis. 7. Training and development support to be given to the TPA by DPW to increase the capacity of TPA staff to operate the network of ports under their control.
Phase 2 Projects	1. Development of logistics platforms, special economic zones, industrial parks and other logistics infrastructure to support the growth and development of trade and transit corridors servicing land locked countries in East and Southern Africa. 2. Development, management and operation of additional sea and/or lake ports through upgrading and development of ports in Tanzania as well as connectivity and trade between Tanzania and Land Linked Countries as may be proposed by TPA and agreed with DPW.

APPENDIX 2: INSTRUMENT OF FULL POWERS

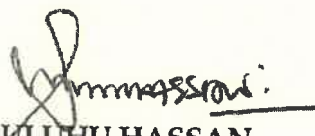
MSJ

THE UNITED REPUBLIC OF TANZANIA

INSTRUMENT OF FULL POWERS

I, SAMIA SULUHU HASSAN, the President of the United Republic of Tanzania, do
HEREBY AUTHORISE AND EMPOWER, Hon. PROF. MAKAME MNYAA
MBARAWA (MP) Minister for Works and Transport of the United Republic of
Tanzania, While in Dodoma, Tanzania, to sign on behalf of the Government of the
United Republic of Tanzania and the Government of Dubai Concerning economic
and social partnership for the development and improving performance of sea and
lake ports in Tanzania.

Done at Dodoma, Tanzania on this.....3rd.....day of October, year
Two Thousand and Twenty Two



H.E. SAMIA SULUHU HASSAN
THE PRESIDENT OF THE UNITED REPUBLIC OF TANZANIA

Date: 18/10/2022

Ref: HHRC/OUT/2022/0003846



**APPOINTMENT LETTER
FOR
H.E. Ahmed Mahboob Musabih
to act in the name and on behalf of the Emirate of Dubai**

BY THIS APPOINTMENT LETTER given on 18th October 2022, the Emirate of Dubai, United Arab Emirates, hereby appoints H.E. Ahmed Mahboob Musabih, Chief Executive Officer of the Ports, Customs and Free Zone Corporation (being referred to as the Agent) to act individually as the true and lawful attorney of the Emirate of Dubai and in the name of and on behalf of the Emirate of Dubai to sign on behalf of the Emirate of Dubai, in connection with various projects to be implemented in the United Republic of Tanzania, the Intergovernmental Agreement to be entered into and between the United Republic of Tanzania and the Emirate of Dubai.

In addition, the Agent shall execute (whether before a Notary Public or otherwise), sign, enter, acknowledge, perfect, and do all such deeds, agreements, instruments, acts and things as shall be requisite for, or in relation to, the effective signature of the Intergovernmental Agreement.

duly authorised for and on behalf of
The Emirate of Dubai, United Arab Emirates

