

**AGREEMENT  
BETWEEN  
UNITED NATIONS  
AND  
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA  
AND  
THE NON-GOVERNMENTAL ORGANIZATION "CASA FAMIGLIA ROSETTA" (ACFR)**

**WHEREAS** the United Nations, represented by the United Nations Office on Drugs and Crime (hereinafter referred to as UNODC) has the mandate to support member states in their drug and crime control measures and to address the interrelated issues of drug control, crime prevention and international terrorism in the context of sustainable development and human security;<sup>2</sup>

**WHEREAS**, The United Republic of Tanzania, represented by the **Drug Control Commission** [hereinafter referred to as DCC] has the objective of promoting care and prevention of drug abuse and its consequences on HIV/AIDS in Tanzania;

**WHEREAS**, the Non-Governmental Organization "**Casa Famiglia Rosetta**" [hereinafter referred to as ACFR] is a not-for-profit organization recognized by The United Republic of Tanzania (Registration no. OO NGO/0825 del May 27th, 2005) since 2005, has demonstrated the capacity required to implement the activities involved in this Agreement and has agreed that they shall be undertaken without discrimination of any kind;

**WHEREAS** Tanga City Council owns 7,495 hectares of land known as Plot No 23 situated at Block "B" Mwakidila Area in Tanga City (hereinafter referred to as "the Land"), registered by the Ministry of Lands, Land Registry P.O. BOX 190 Moshi, on 12 October 2011;

**WHEREAS** UNODC, DCC, and ACFR [hereinafter collectively referred to as "Parties"] share common objectives with regard to the promotion of care and prevention of drug abuse and its consequences on HIV/AIDS in Tanzania, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the registered trustees of ACFR are entitled to the Right of Occupancy (titled no. 33805) of the Land for a term of sixty six years from 1 July 2011 (Annex 1);

**WHEREAS** Tanga City Council has approved and permitted the construction of a building to be used as a "Multipurpose Health Centre including for people who use alcohol and other drugs" [hereinafter referred to as 'Multipurpose Centre'] on the Land in accordance with the plan on 3 May 2012 (Annex 2);

**WHEREAS** the Tanga City Council, agreed to provide the Land for the purpose of constructing the Multipurpose Centre, assuring the great support in fulfilling the running of the activities at the Centre at Mwakidila for benefit of the people of Tanga and all Tanzanians;

**WHEREAS** the DCC is aware that the Land is a Government Property and ACFR has been entitled the Right of Occupancy for 66 years, and that the Government Authority is in full agreement with the proposed use for the construction of a Multipurpose Centre which will be in turn managed by ACFR;

Parties' initials:

**WHEREAS** the Parties intend to conclude this Agreement (hereinafter referred to as "Agreement") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of drug use prevention and treatment;

**NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS AGREEMENT AS FOLLOWS:**

**Article 1  
Interpretation**

1. Any Annex to this Agreement will be considered an integral part of this Agreement. References to this Agreement will be construed as including any Annexes, as varied or amended in accordance with the terms of this Agreement.
2. Implementation of any subsequent projects and programmes pursuant to this Agreement, including those involving the transfer of funds between the Parties, will necessitate the execution of appropriate legal agreements between the Parties.
3. This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, communications and representations, whether oral or written, concerning the subject matter of this Agreement.

**Article 2  
Duration**

1. This Agreement will be effective upon the last date of signature of the approving officials and remain in force until 31 December 2015, unless terminated in accordance with Article 12 below.

**Article 3  
Purpose**

1. The purpose of this Agreement is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the care and prevention of drug abuse and its consequences on HIV/AIDS in Tanzania.
2. The objectives of this Agreement will be achieved through:
  - a. Regular dialogue meetings between the parties;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent projects, programmes, and activities pursuant to Article 1.2.
3. This Agreement does not of itself give rise to any implication of commitment of resources, financial or otherwise, on the part of UNODC.

Parties' initials:



**Article 4**  
**Areas of Cooperation**

1. The Parties have agreed to cooperate to regulate and support the process for the construction of the Multipurpose Center.
2. The DCC on behalf of The United Republic of Tanzania, agrees to authorize UNODC to arrange for the construction of the Multipurpose Centre on the Land in accordance with the plan approved by the Tanga City Council on 3 May 2012.
3. The DCC endorses the need for the Multipurpose Centre operations to be sustainable beyond the duration of this Agreement and commits to maintain the operations of the Centre beyond the duration of this Agreement.
4. UNODC, subject to available resources, agrees to make arrangements to enable the construction of the Multipurpose Centre.
5. Subject to available resources, UNODC may provide additional support to the Multipurpose Centre. That support will be agreed in writing between UNODC, ACFR and DCC from time to time according to the needs of the Multipurpose Centre.
6. ACFR agrees to administer the activities of the Multipurpose Centre aimed at delivering residential education and training, treatment and prevention of drug dependence and addiction and its consequences on health, in particular the spreading of HIV/AIDS.
7. ACFR agrees to ensure that the funds and any supplies, equipment and other materials provided by UNODC are used only for this purpose.
8. ACFR agrees to ensure continuity of care and educational activities in the facility covered by this Agreement and in the territory of Tanga.
9. ACFR agrees to cooperate with the state of Tanzania in order to carry out activities to meet the educational needs and health in the area.
10. All operational costs for the Multipurpose Centre, including the salaries of staff, shall be met by ACFR.
11. ACFR endorses the need for the Multipurpose Centre operations to be sustainable beyond the duration of the agreement and can allocate sufficient funds and resources to maintain the operations of the Centre beyond the duration of the agreement, according to funds available from national and/or international sources.

**Article 5**  
**Organization of the Cooperation**

1. The Parties will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every year to:

Parties' initials:

*ENR*

*Sh*

*Shelvi*

- a. discuss technical and operational issues related to furthering the objectives of this Agreement; and
  - b. review progress of work undertaken by UNODC pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 3 above.
2. Within the context defined above, further bilateral meetings will be encouraged and set up on an *ad hoc* basis as deemed necessary by the relevant divisions of UNODC, the DCC and ACFR to address priority matters of common interest for the implementation of activities.

#### Article 6

##### Status of the DCC, ACFR and their Personnel

1. The Parties acknowledge and agree that DCC and ACFR are entities separate and distinct from the United Nations, including UNODC. The employees, personnel, representatives, agents, contractors or affiliates of the DCC and ACFR, including the personnel engaged by ACFR for carrying out any of the project activities pursuant to this Agreement, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNODC, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNODC be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of ACFR.

#### Article 7

##### Use of Name and Emblem

1. None of the Parties will use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the prior expressly written approval of the other Party in each case. In no event will authorization of the UN or UNODC name or emblem be granted for commercial purposes.
2. The DCC and ACFR acknowledge that they are familiar with the independent, international and impartial status of the UN, including UNODC, and recognize that their names and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, including UNODC.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

#### Article 8

##### United Nations Privileges and Immunities

1. Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Parties' initials:



**Article 9  
Confidentiality**

1. The handling of information will be subject to each Party's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third party, and will not require prior authorization.

**Article 10  
Arbitration**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination or invalidity thereof, unless settled amicably under paragraph 1 of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of **five percent (5%)**, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3. No claim or dispute arising out of the Agreement shall be made against UNODC by the other Parties unless and to the extent such claim or dispute shall have been asserted in writing, in accordance with Article XVII below, not later than the earlier of two (2) years from the expiration or termination of the Agreement or the occurrence of loss, damage or injury giving rise to such claim or dispute.

**Article 11  
Notification and Amendments**

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this Agreement.
2. The Parties may amend this Agreement by mutual written agreement.

Parties' initials:

**Article 12  
Termination**

1. Either Party may terminate this Agreement by giving 3 months' prior written notice to the other Party.
2. Upon termination of this Agreement, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this Agreement will cease to be effective
3. Any termination of the Agreement will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this Agreement or legal instrument executed pursuant to this Agreement.

**For United Nations**



Name: Loide Lungameni (Ms)  
Title: Representative

Date: 16 April 2013

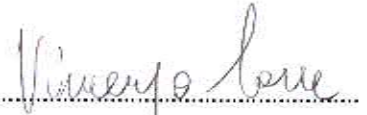
**For the Republic of Tanzania**



Name: Christopher Shekiondo (Mr)  
Title: Commissioner  
Drug Control Commission

Date: .....

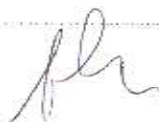
**For Casa Famiglia Rosetta**



Name: Vincenzo Sorce  
Title: President ACFR

Date: 30 aprile 2013

Parties' initials:





TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 29)*

Date of Issue:

Title Number: **33805** . **LAND REGISTRY MOSHI**

Land Office Number: **447072**

Land: **PIOT. NO. 23 BLOCK "B" MWAKIDIYA AREA TANGA CITY**

Term: **SIXTY SIX YEARS (66)**



Telephone No. 53210

MINISTRY OF LANDS  
LAND REGISTRY,  
P.O. BOX 190,  
MOSHI.

Ref: LR/MS/H/33205/10

Date: 24<sup>th</sup> 02 - 2011

To: The Reg. Trust of Associazione  
"CASA FAMIGLIA ROSETTA"  
Box 5012, TANGA

Sir/Gentlemen/Madam,

**RE: THE LAND REGISTRATION ORDINANCE (CAP. 334)**

TITLE No: 33005 L.O. No: 47012 PLOT NO: 23

BLOCK No: B, MWA KIDILA

I have the honour to enclose herewith the duplicate of Certificate of Title numbered as above.

Please endorse your signature on the enclosed form of receipt and return the same to me in due course.

I am, Sir/Gentlemen/Madam  
Your Obedient Servant

ASSISTANT REGISTRAR OF TITLES


MOSHI J. J. Muya

C.C. CITY The Regional Land Officer

Box 170 TANGA  
KILIMANJARO/ARUSHA/TANGA/MANYARA


Date of C.O. 12<sup>th</sup> 10 - 2011



TITLE No. 33805  
REGISTERED ON  
12-10-2011  
at 1:00 P.  
  
Asst. Registrar of Titles



Stamp Duty Shs. 100/= Paid  
and Revenue Receipt No. 4379765  
of 4-8-2011 Issued  
  
Land Portal No. 447072 of Titles

Stamp Duty Shs. 109,900 Paid  
on Original Revenue Receipt No.  
4379765 of 4-8-2011  
  
Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY  
(Under Section 29)

LAND REGISTRY - MOSHI

Title No. 33805  
L.O. No. 447072  
L.O. No. TCC/41485

The 12<sup>th</sup> day of October, Two thousand and eleven

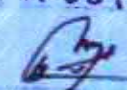
THIS IS TO CERTIFY that THE REGISTERED TRUSTEES OF ASSOCIAZIONE "CASA FAMIGLIA ROSETTA" of P.O. Box 5012, TANGA Registered Under the Non - Governmental Organization Act.No.24 of 2002 (hereinafter called "the Occupiers") are entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Sixty Six** years from the first day of **July, Two Thousand and Eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made hereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-


1. The Occupiers having paid rent up to the thirtieth day of **June, 2012** shall thereafter pay rent of shillings **Two Million Two Hundred Twenty Thousand (T.shs. 2,220,000/=)** only a year in advance on the first day of **July** in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands
2. The Occupiers shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.
  - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.




- (iii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
  - (iv) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Tanga City Council (hereinafter called "the Authority").
  - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
  - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
3. **USER:** The land shall be used for Medical Centre purposes only; Use Group 'H' uses class (d) as defined in the Town and Country Planning Use Classes Regulations, 1960 as amended in 1993.
  4. The Occupier shall not assign in the Right within three years of the date thereof without the prior approval of the Commissioner.
  5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
  4. The President may revoke the right for good cause and in public interest.



TITLE No. **33805**  
 REGISTERED ON **12-10-2011**  
 at **1:00P.** m  
  
 Asst. Registrar of Titles



Stamp Duty Shs. **141** = Paid  
 and Revenue Receipt No. **43797675**  
 of **4-8-2011** Issued  
  
 Asst. Registrar of Titles

Stamp Duty Shs. **109,900** Paid  
 on Original Revenue Receipt No.  
**43797675** of **4-8-2011**  
  
 Asst. Registrar of Titles

**THE UNITED REPUBLIC OF TANZANIA**

**THE LAND ACT, 1999  
 (NO. 4 OF 1999)**

**CERTIFICATE OF OCCUPANCY  
 (Under Section 29)**

**LAND REGISTRY MOSHI**

Title No. **33805**  
 L.O. No. **447072**  
 L.O. No. **TCC/41485**

The **12<sup>th</sup>** day of **October**, Two thousand and **eleven**

**THIS IS TO CERTIFY** that **THE REGISTERED TRUSTEES OF ASSOCIAZIONE "CASA FAMIGLIA ROSETTA"** of P.O. Box 5012, TANGA Registered Under the Non - Governmental Organization Act.No.24 of 2002 (hereinafter called "the Occupiers") are entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of Sixty Six years from the first day of July, Two Thousand and Eleven according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made hereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

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2. The Occupiers shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.
  - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.



SCHEDULE

ALL that Land known as Plot No.23 situated at Block "B" Mwakidila Area in Tanga City containing Seven Decimal point Four Nine Five (7.495) Ha. shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 61265 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.

  
COMMISSIONER FOR LANDS

We, THE REGISTERED TRUSTEES OF ASSOCIAZIONE "CASA FAMIGLIA ROSETTA" the within named hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the common seal of the said )  
THE REGISTERED TRUSTEES OF )  
ASSOCIAZIONE "CASA FAMIGLIA )  
ROSETTA )  
and DELIVERD in our presences this ..... )  
day of 4 18 12 2011 ..... 2011 )

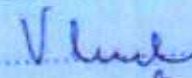
Name: HERBERT JAMES MWAJANGI )

Signature:  )

Postal Address: P.O. Box 448 MUTEZA )

Qualification: TRUSTEE )

Name: Vinyo laue )

Signature:  )

Postal Address: 5012 Kanga )

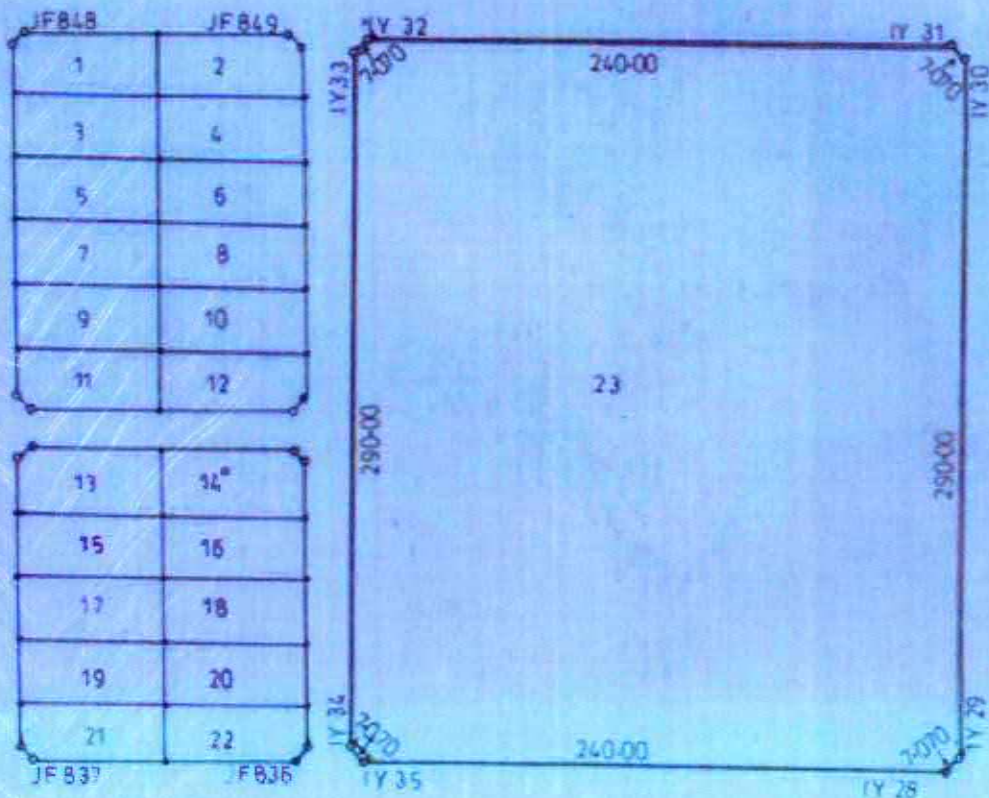
Qualification: Trustee )



TANGA CITY

INSET SHOWING DETAILS OF PLOT

LOCALITY MWAKIDILA  
 BLOCK B  
 PLOT No 23  
 L.O No 447072  
 AREA 7.495 Ha



The issue of this plan implies no guarantee or admission of title by the Government

This plan is prepared in accordance with Registered plan no. 245  
 is approved for purpose of the Land Registration Ordinance  
 Director of Surveys and Mapping: *[Signature]* (Act. 19, 8, 2011)  
 Ministry of Lands and Human Settlements Development









# HALMASHAURI YA JIJI LA TANGA

**Simu:**

Mkurugenzi wa Jiji: 27 2643068  
Idara zote: 27 2644530/3

**Fax:** 255 27 2644141/27 2647905

**E-Mail:** [tcc.tanga@umsil.com](mailto:tcc.tanga@umsil.com)



IDARA YA AFYA,  
S. L. P 178,  
**TANGA.**

**TANZANIA**

03/05/2012

Ref No: *Tcc/A.30/6/52*

Dr. Reychad Abdool,  
Senior Regional HIV and AIDS Adviser,  
UNODC  
Nairobi.

Vincenzo Sorce,  
President ACFR,  
Caltanissetta,  
Italy.

Dear sir/Madam

**RE: THE LAND FOR MULTIPURPOSE HEALTH CENTER IN MWAKIDILA**

Tanga city Council has not changed the will to provide the land at Mwakidila for the purpose of constructing the Multipurpose Health Centre. The land is still leased to ACFR and we hope land clearance and construction work will start as soon as possible.

We assure you that, we will give the great support in fulfilling your objective of running a Multipurpose Health Centre at Mwakidila for the benefit of the people of Tanga.

We thank you in advance.

Sincerely,

  
.....  
David Mtafifikolo  
**Ag. Director**  
**Tanga City Council**

CC:

Honorable Mayor Mr. Omari Mohamed Guledi