

GOVERNMENT NOTICE NO. 57 published on 31/1/2020

THE NATURAL WEALTH AND RESOURCES CONTRACTS
(REVIEW AND RE-NEGOTIATION OF UNCONSCIONABLE
TERMS) ACT,
(CAP. 450)

REGULATIONS

(Made under section 8)

THE NATURAL WEALTH AND RESOURCES CONTRACTS (REVIEW AND RE-
NEGOTIATION OF UNCONSCIONABLE TERMS) REGULATIONS, 2020

PART I
PRELIMINARY PROVISIONS

- Citation 1. These Regulations may be cited as the Natural
Wealth and Resources Contracts (Review and Re-
negotiation of Unconscionable Terms) Regulations, 2020.
- Interpretation 2. In these Regulations, unless the context
otherwise requires-
- Cap. 450 “Act” means the Natural Wealth and Resources Contracts
(Review and Re- Negotiation of Unconscionable
Terms) Act;
- Cap. 2 “Constitution” means the Constitution of the United
Republic 1977;
“Government” means the Government of the United
Republic or the Revolutionary Government of
Zanzibar as the case may be, and the
corresponding Constitutions and institutions of the
United Republic and Tanzania Zanzibar exercising
powers or performing functions in relation to
review and re-negotiation of unconscionable
terms;
“Minister” means the Minister responsible for
constitutional affairs;
“Ministry” means the Ministry responsible for

constitutional affairs;

“Minister responsible for arrangement or agreement” means the Minister responsible for the arrangement or agreement of which the National Assembly has issued a resolution to renegotiate;

“natural wealth and resources” has the meaning ascribed to it under the Act; and

“Permanent Secretary” means the permanent secretary of the Ministry;

“Register” means the Register of arrangement or agreement of Natural Wealth and Resources established pursuant to regulation 5;

“Registrar” means the Registrar designated as such in terms of regulation 6; and

“unconscionable term” means any term in the arrangement or agreement on natural wealth and resources which is contrary to good conscience and the enforceability of which jeopardises or is like to jeopardise the interests of the People of the United Republic.

PART II

REVIEW OF ARRANGEMENTS OR AGREEMENTS

General principles in arrangements or agreements

3.-(1) All arrangements or agreements to which the Act relates shall be made by both parties on the basis of fair dealing, honesty and utmost good faith.

(2) Any arrangement or agreement which the National Assembly determines to contain an unconscionable term shall be subject of re-negotiation.

Coordination, monitoring and management of arrangements or agreements
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4.-(1) The President shall continue to be the trustee of the natural wealth and resources on behalf of the people of the United Republic of Tanzania in accordance with section 5 of the Natural Wealth and Resources (Permanent Sovereignty) Act.

(2) The Minister shall, on behalf of the President, have the power to coordinate, monitor and manage all contracts and report to the President in accordance with the applicable laws and procedures.

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(3) Without prejudice to the generality of subregulation (2), the Minister may in the performance of his functions, establish and maintain, as far as practicable, an observatory system to enable effective consultation, coordination and cooperation with other Ministries, Government departments, and agencies or any other public or private institution or body established pursuant to any written law dealing with natural wealth and resources.

Register of
arrangements
or agreements
on natural
wealth and
resources

5.-(1) There shall be established, within the Ministry, a Register to which information relating to natural wealth and resources arrangements or agreements shall be entered.

(2) Entries to the Register established under subregulation (1) shall be in NWR Form - N. 2 as prescribed in the Second Schedule.

Designation of
Registrar

6.-(1) The Director responsible for natural wealth observatory activities in the Ministry shall be designated as the Registrar of Natural Wealth and Resources Arrangements or Agreements.

(2) The functions of the Registrar shall be to:

- (a) keep and maintain the Register;
- (b) register all natural wealth and resources arrangements or agreements;
- (c) carry out regular assessment of the natural wealth and resources regime in relation to the constitutional requirements stated under Articles 8(1), 9(i) and 27 of the Constitution of the United Republic of Tanzania;
- (d) assess the level of contribution of natural wealth and resources of the country in the alleviation of poverty, reduction of diseases, and improvement in the level of literacy, using the Household Budget Survey and such other applicable instruments;
- (e) review and make recommendations to the Permanent Secretary, on the need to update, harmonise and consolidate existing policies

- and legislation affecting development of natural wealth and resources in the country;
- (f) make follow up on the process of arrangements or agreements renegotiation and prepare a report to be submitted to the Permanent Secretary and other relevant authorities as required by law;
 - (g) develop tools for monitoring and evaluation on natural wealth and resources;
 - (h) carry out monitoring and evaluation exercise on the utilisation of natural wealth and resources, in collaboration with relevant entities and report on the outcome of the exercise to the Permanent Secretary; and
 - (i) do any other activities as may be directed by the Permanent Secretary.

(3) In the performance and discharge of his functions and duties, the Registrar may be assisted by such number of officers of the Ministry as may be determined.

Registration of
arrangements
or agreements

7.-(1) Subject to subregulation (2), the responsible person on behalf of Ministries, Government departments, and agencies or any other public or private institution dealing with natural wealth and resources that enters into a natural wealth and resource arrangement or agreement shall submit an application for registration of the arrangement or agreement with the Registrar using NWR Form - N. 1 as prescribed in the First Schedule.

(2) Submission for entry of arrangement or agreement shall-

- (a) in the case of arrangements or agreements made before the coming into operation of these Regulations, be made within sixty days from the date of coming into operation of these Regulations; and
- (b) in the case of arrangements or agreements made subsequent to the coming into operation of these Regulations, be made not later than thirty days from the date of execution of the

arrangement or agreement.

(3) The Registrar shall register an arrangement or agreement submitted to him and assign a registration number which shall signify the identity of the arrangement or agreement so registered, to be used in all transactions and correspondence related to such arrangement or agreement.

Review by
National
Assembly

8.-(1) A ministry responsible for entry into any natural wealth and resource arrangement or agreement, whether by itself or through an institution under it, shall upon the directives of the Ministry, prepare report and submit to the Minister.

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(2) The Minister shall review and assess the report submitted pursuant to subregulation (1) as well as the arrangement or agreement in question to check compliance with the provisions of Article 8(1), 9(i) and 27 of the Constitution and the Natural Wealth and Resources (Permanent Sovereignty) Act.

(3) The report of the Minister and any other information related to the agreement or arrangement shall be submitted to the Cabinet for consideration and deliberation and the preparation of a Cabinet resolution on the report.

(4) The Minister shall, upon the directives of the Cabinet and within the period prescribed in section 5(1) of the Act, lay the Cabinet resolution before the National Assembly for determination in the manner provided in the Act.

PART III

PROCEDURES FOR RE-NEGOTIATION

Notice for re-
negotiation

9.-(1) The Minister shall within seven days from the day of the resolution by the National Assembly and upon receipt of the extract of the resolution, notify the Minister responsible for entry into any natural wealth and resource arrangement or agreement that he is required to renegotiate the arrangement or agreement as stated in the Notice.

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(2) The Notice of the Minister under subregulation (1) shall be in NWR Form - N.3 as prescribed in the Third Schedule to these Regulations.

(3) The Minister responsible for entry into any natural wealth and resource arrangement or agreement shall issue a notice of renegotiation of arrangement or agreement to the other party through NWR Form - N.4 as prescribed in the Third Schedule to these Regulations.

Re-negotiation
team

10.-(1) The Minister responsible for entry into any natural wealth and resource arrangement or agreement shall immediately after receiving the notice under regulation 9 and after consultation with the Attorney General, appoint a renegotiation team on such terms and conditions as may be deemed fit.

(2) In appointing the members of the renegotiation team, the Minister shall have regard to skills, experience, ethics, and knowledge relevant to the subject matter of renegotiation.

(3) The renegotiation team shall, in performing its functions, abide to the renegotiation guidelines developed by the Ministry responsible for the arrangement or agreement to be renegotiated using, as far as practicable, the template shown in NWR Form - N7 as prescribed in the Fourth Schedule.

(4) Members of the renegotiation team shall be paid such allowances as shall be approved by the Minister responsible for finance.

Renegotiation
process

11.-(1) Upon receiving a notice under regulation 10 requiring the parties to re-negotiate, the renegotiation team shall develop a schedule of renegotiation and share it with the other party provided the schedule does not exceed the ninety days period stated in the Act.

Provided that, the parties may, by mutual agreement and subject to the approval of the Minister, extend the period for renegotiation to a period of not more than thirty days.

(2) An application for approval of extension of

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time stated in the subregulation (1) shall be through NWR Form - N.5 as prescribed under Third Schedule to these Regulations.

(3) The renegotiation shall be guided by the nature of the agreement or arrangement and in all aspects be made subject to the terms contained in the renegotiation guidelines.

(4) After completion of renegotiation process the parties shall sign a renegotiation Summary through NWR Form - N.6 as prescribed in the Third Schedule.

(5) The costs for re-negotiation shall be borne by the Ministry responsible for the agreement which was the subject matter of the renegotiation.

PART IV SUBMISSION OF RENEGOTIATION REPORT

Reporting
procedure

12.-(1) Once the renegotiation has been completed and the draft report prepared by the renegotiation team, the lead member of the renegotiation team shall submit the draft report to the Permanent Secretary responsible for arrangement or agreement being renegotiated for purposes of organising the stakeholders meeting to discuss the draft report.

(2) Upon conclusion of a stakeholder meeting under subregulation (1) and where the draft report is adopted, the Permanent Secretary responsible for such arrangement or agreement shall submit the draft report to the Minister responsible for the arrangement or agreement for concurrence.

(3) The Ministry responsible for arrangement or agreement, shall upon the concurrence of the responsible Minister, cause a final report be prepared and submitted to the Minister who on concurrence with the report shall submit it to the Cabinet in accordance with applicable procedures.

(4) After the Cabinet procedures have been exhausted and the President's Certificate issued, the Minister shall submit the report on the outcome of renegotiation to the National Assembly.

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Provided that, submission of the report to the
National Assembly shall not be later than thirty days from
the date of signing of the renegotiation report.

Savings

13. Notwithstanding the provisions of these
Regulations, all contract re-negotiation arrangements
which are in existence on the date of coming into
operation of these Regulations shall continue and be
concluded as if these Regulations had not been made.

FIRST SCHEDULE

NWR Form - N.1

**APPLICATION FOR REGISTERING OF ARRANGEMENTS OR
AGREEMENTS**

[Made under regulation 7(1)]

To,
The Minister,
Ministry of Constitutional and Legal Affairs,
P.O BOX 315,
Government City, Mtumba,
40484 DODOMA

Subject to Regulation 5 of Natural Wealth and Resources Contracts (Review and
Re- Negotiation of Unconscionable Terms) Regulations, 2020, I hereby apply to
register an arrangements or agreements entered between [insert the name of
Ministry/Departments/Agency/other Authority and [insert the name of the other
Party to arrangement or agreement] on [insert date] day of [insert month], [insert
year] on the subject matter [insert the nature of the subject matter] valued at Tshs
[insert amount] or consideration [insert nature of consideration] valued at Tshs
[insert amount], to be valid for a period of [insert number of years] commencing
from [insert date] day of [insert month], [insert year].

Submitted this [insert date] day of [insert month], [insert year]

Name	of	the	Person	Submitting	Application
.....					
Signature/Thumb				of	the
Applicant.....					
Seal	of	the	Ministry/Departments/Agency/Authority		
.....					

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Name of the recipient

Date of receipt: -.....

Signature/Thumb of the recipient.....

Seal of the Organization.....

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SECOND SCHEDULE

NWR Form - N.2

REGISTER OF ARRANGEMENT OR AGREEMENT

[Made under regulation 5(2)]

S / N	Name & Address Of Arrangement Or Agreement	Type/ Category	Reference No. Of The Arrangement Or Agreement Entity	Parties	Subject Matter Of The Arrangement Or Agreement	Title	Duration	Consideration/ Value	Adherence To Corporate Social Responsibility	Adherence To Local Content	Royalty In Percentage	Category Of Licence	Submission Date	Government Identity Number

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THIRD SCHEDULE

NWR Form - N.3

NOTICE FOR RE-NEGOTIATION
[Made under regulation 9(2)]

To,
The Minister,

.....
P.O Box

Be informed that the General Assembly onday
of..... passed a resolution and directs your Ministry or
Departments or Agency and Authority to review Arrangement Or Agreement
entered on between and
..... onday of
.....,20..... for the purpose of

.....
As the said agreements or contracts contains the hereunder unconscionable terms
.....
.....
.....

Be directed that government wish to negotiate the said agreements or arrangement.

.....
The Minister

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NWR Form - N.4

NOTICE FOR RE-NEGOTIATION

[Made under regulation 9(3)]

To,

.....

.....

P.O Box

.....

Be informed that the Government of The United Republic of Tanzania has
directed an Arrangement Or Agreement No.....dated
on.....day.....,20..... entered betweenand
.....be reviewed for the purpose of
.....

As the said arrangement or agreement contains the hereunder unconscionable terms

.....

.....

.....

Be directed that government wish to negotiate the said agreements or arrangement.

NB: The Schedule of the arrangement is hereby attached for necessary actions.

.....

The Minister

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NWR FORM -N.5

**APPLICATION FOR OF EXTENSION OF TIME FOR
RENEGOTIATION**

[Made under regulation 11(2)]

**To,
The Minister,**

.....
P.O Box

Subject to Regulation 11(2) of Natural Wealth and Resources Contracts
(Review and Re- Negotiation of Unconscionable Terms) Regulations,
2019. I hereby apply for extension of time of.....for renegotiation
of an arrangement or agreement between
.....andwhich was
scheduled to be conducted fromday,
yearup today year.....on the
subject matter /purpose.....

I hereby apply to the Minister for extension of time on the following
ground(s)

.....

DECLARATION:

I,.....
..... of (name and position)
do **DECLARE** that the information so stated are true to the best of my
knowledge.

Signature..... (The Applicant)

Dated.....month of20.....

FOR OFFICIAL USE ONLY (Ministry):

I.....(Minister for Constitutional and Legal Affairs)
hereby Approve/disapprove the application for extension of time for

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renegotiation of arrangement or agreement for period ofdays
from the date of this approval.

.....
The Minister

NWR Form - N. 6

NEGOTIATION SUMMARY

[Made under regulation 11(4)]

Subject to negotiation conducted onday of20.....the parties
agreed that

1. The Arrangements Or Agreements entered between and
..... onday of
.....,20..... for the purpose of
.....cont
ains unconscionable terms
2. That the parties agreed have agreed to renegotiate the terms and remove all
unconscionable terms
3. Any other

IN ALTERNATIVE The Parties failed to negotiate on rectifying the unconscionable
terms on the following grounds;

1.
2.
3.

Date: -.....
Signature/Thumb of the Applicant.....
Seal of the Ministry/Departments/Agency/Authority

Date: -.....
Signature/Thumb of the Applicant.....
Seal of the other party

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FOURTH SCHEDULE

(Made under regulation 10(3))

NWR Form N. 7

GUIDELINES FOR RENEGOTIATION OF UNCONSCIONABLE TERMS

TEMPLATE FOR USE IN RENEGOTIATION PROCESS

**Name/Description of
Agreement or
Arrangement for
Renegotiation**

Reference Number

**Public
Authority/Agency**

Work Unit

Prepared by

Date

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1. GOVERNMENT RENEGOTIATING TEAM APPROVAL AND ENDORSEMENT

1.1. APPROVED BY:

I approve this Renegotiation Guideline.

Name _____ of _____ Authorized _____ Officer:

.....

Position:.....

Signature:

Date:/...../20.....

**1.2. GOVERNMENT RENEGOTIATING TEAM SIGN-OFF
RENEGOTIATING TEAM**

- a) I acknowledge that I will be given access to information pertaining to or in respect of renegotiation for this contract and that all information that is acquired by me (whether by verbal or written means) in the course of my duties, is strictly confidential.
- b) I undertake that I shall not at any given time, disclose or reveal to any other party or person, or use or copy for any purpose other than in the discharge of my duties as a member of the Government Renegotiating Team, such information without first obtaining the written consent of the Team Leader.
- c) All documents, reports and information discussed within the renegotiation process shall be treated as commercial-in-confidence.
- d) Information and documentation shall be kept secure at all times and shall not be divulged or given to any persons not directly involved in the renegotiation process.
- e) I declare that to the best of my knowledge I do not have:
 - i. any financial interest in the agreement or arrangement;
 - ii. any relatives or friends with a financial interest in the agreement or arrangement;
 - iii. any personal bias or inclination which would in any way affect my decisions in relation to the agreement or arrangement; and
 - iv. any personal obligation, allegiance or loyalty which would in any way affect my decisions in relation to the agreement or arrangement.
- f) I acknowledge that if I become aware of a conflict of interest I will inform the Team Leader.
- g) I have read this Renegotiation Guideline and agree to abide by it.

Name:Signature..... Date/...../20..

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Name:Signature..... Date/...../20..

Name:Signature..... Date/...../20..

Name:Signature..... Date/...../20..

Name:Signature..... Date/...../20..

Name:Signature..... Date/...../20..

Name:Signature..... Date/...../20..

2. PURPOSE

2.1. Following the selection of the investor (s), renegotiation will be entered into to:

- a) resolve any unconscionable term from the agreement or arrangement
- b) achieve improved terms and conditions that complies with the laws of Tanzania
- c) maximise the potential value available in the utilization or dealings in natural wealth and resources.

2.2. It shall be acknowledged that renegotiation is a process by which parties starting from different positions arrive at a position acceptable to both in line with the laws of Tanzania. It is also a process of communication and may include emails, letters, facsimiles, telephone calls as well as formal and informal meetings.

2.3. Renegotiation may take place on any aspect of the concluded agreement or arrangement to bring it in line with the laws of Tanzania. Thus, this renegotiation guideline sets out the guiding principles and procedures by which the Government Renegotiating Team will undertake the renegotiation.

2.4. This guideline is to be read in conjunction with the following documents:

- a) The Natural Wealth and Resources (Permanent Sovereignty) Act, No 5 of 2017;
- b) The Natural Wealth and Resources Contracts (Review and Re-negotiation of Unconscionable Terms) Act, No 6 of 2017;
- c) [insert any other additional documents to be used]

3. BACKGROUND AND CONTEXT

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- 3.1. Summarize the agreement or arrangement background in the context of the renegotiation, considering issues such as:
- a) nature of the procurement in terms of risk, value, and complexity
 - b) the nature of the market and any market issues
 - c) one-off negotiation versus the need to maintain long-term relationships
 - d) the existing relationship with the investors
 - e) political or community sensitivities
 - f) skill and experience of the Government Renegotiating Team
 - g) the balance of power in the renegotiation, and
 - h) any other matter considered useful in the renegotiation process.
- 3.2. Each member of the Government Renegotiating Team shall ensure that he adequately understands the background to assist him during renegotiation.

4. OBJECTIVES OF RENEGOTIATION

- 4.1. Broadly detail the primary objectives for the proposed renegotiation that-
- (a) prompt the parties to work for solutions that benefit all or most of them;
 - (b) view the other party as a potential partner rather than an adversary;
 - (c) stimulate both parties to realize their objectives; and
 - (d) facilitate the process of securing mutual advantages

However, do not list every item at this stage, but detail the major areas of focus.

- 4.2. In developing the objective regard shall be had on the following list of unconscionable terms, namely. Terms that:

- (a) aim at restricting the right of the State to exercise full permanent sovereignty over its wealth, natural resources and economic activity;
- (b) are restricting the right of the State to exercise authority over foreign investment within the country and in accordance with the laws of Tanzania;
- (c) are inequitable and onerous to the state;
- (d) restricts periodic review of arrangement or agreement which purports to last for life time;
- (e) secures preferential treatment designed to create a separate legal regime to be applied discriminatorily for the benefit of a particular investor;
- (f) are restricting the right of the State to regulate activities of transnational corporations within the country and to take measures to ensure that such activities comply with the laws of the land;
- (g) are depriving the people of Tanzania of the economic benefits derived from subjecting natural wealth and resources to beneficiation in the country;
- (h) are by nature empowering transnational corporations to intervene in the internal affairs of Tanzania;

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- (i) are subjecting the State to the jurisdiction of foreign laws and fora;
- (j) expressly or implicitly are undermining the effectiveness of State measures to protect the environment or the use of environment friendly technology; or
- (k) aim at doing any other act the effect of which undermines or is injurious to welfare of the People or economic prosperity of the Nation.

5. GOVERNMENT RENEGOTIATING TEAM RESPONSIBILITIES

5.1. In the Table No. 1 below, broadly detail the roles to be undertaken by each Negotiation Team member. Example roles may include Team Leader, minute taker, principal re-negotiator, support re-negotiator, technical re-negotiator etc.

5.2. The members of the Government Renegotiating Team are:

TABLE No. 1

Team Member	Role/Responsibility
	Team Leader
	Minutes Taker
	Principal Re-negotiator
	Support Re-negotiator
	Technical Re-negotiator
	Quality Assurance Observer

6. RULES OF PARTICIPATION AND CONDUCT

6.1. General Issues

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- a) The fundamental goal of the negotiation is to achieve improved outcomes while ensuring acceptable results for both parties in accordance with the laws of Tanzania. The Government Renegotiating Team shall not make unnecessary concessions simply to reach agreement.
- b) Renegotiation can be costly to both parties – time and effort is required in planning and conducting them, and taking into account the costs that may be incurred too. Accordingly, formal meetings should only be called where the likely result outweighs the costs involved.

6.2. Roles and Responsibilities

- a) The Team Leader is responsible for ensuring the objectives of the renegotiation are met and the rules for renegotiation, as detailed in the guideline, are followed.
- b) One Government Renegotiating Team member shall minute all negotiated outcomes and provide minutes to all members of both parties for agreement. The minutes shall be initialed by the Team Leaders from both sides.
- c) All Government Renegotiating Team members are to be present at all renegotiation, unless they have been given permission to be absent.
- d) The Team Leader may approve the attendance of additional advisors or subject matter experts if required.
- e) Where external assistance is required (i.e. from personnel not employed in the public service), then a Code of Conduct and Confidentiality Form attached hereto shall be signed.
- f) The Team Leader shall obtain appropriate authority prior to renegotiation to allow commitment to appropriate negotiated outcomes as they occur.

6.3. Probity

- a) The renegotiation process shall be transparent, documented and undertaken in a fair and equitable manner.
- b) Government Renegotiating Team members shall notify the Team Leader of any possible conflicts of interest. Where a conflict of interest exists, the team member should be excluded from the decision-making processes which concern the relevant matter and from any aspect of the agreement or arrangement where the team member has the ability to influence the result.
- c) All renegotiation matters are confidential and shall be treated as commercial-in-confidence and shall not be divulged to any other person who has not been authorised by the Team Leader to receive that information.
- d) The Government Renegotiating Team will not, for themselves or others, seek or accept gifts or benefits. The Government Renegotiating Team will comply with the Code of Ethics for Public Servants and any policies of their public service in relation to accepting, declaring and/or recording the receipt of gifts or benefits.

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- e) Renegotiation proceedings shall be documented to provide a clear audit trail.

6.4. Process

- a) The Negotiation Team will meet prior to each negotiation to:
 - i. reaffirm the renegotiation objectives;
 - ii. understand the renegotiation approach, in accordance with the guideline ; and
 - iii. understand the roles and responsibilities of each Government Renegotiating Team member including confidentiality and probity principles.
- b) Prior to the renegotiation, the Team Leader shall notify the investor(s) of the agenda of items to be discussed in the renegotiation.

6.5. Conduct During Renegotiation

- a) It is important when conducting renegotiation that the following conduct is maintained:
 - i. Maintain confidentiality;
 - ii. Do not give the investor(s) the impression that the agreement or arrangement is going to be abandoned;
 - iii. Maintain an ethical approach at all times;
 - iv. Resolve internal differences away from the renegotiation room;
 - v. Retain an open mind at all times;
- b) Look for long term results;
- c) Government Renegotiating Team members shall conduct themselves ethically at all times;
- d) Ensure that renegotiation being undertaken are renegotiated agreement or arrangement to be signed once approved; and
- e) Ensure that essential terms have been actually agreed to when proposing to enter into a renegotiated agreement or arrangement.
- f) The list is not exhaustive; each agreement or arrangement shall be treated on its own merits
- g)

7. LOCATION AND TIMINGS

7. 1. The renegotiation will take place at [insert location]. Renegotiation is expected to take [insert expected duration].

7.2. The following schedule of renegotiation is proposed:

- (a) [Specify date(s) and time(s) of renegotiation]

(a) INVESTOR(S) BACKGROUND

1.1. For the investor(s), broadly detail:

- (a) market position;

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- (b) attractiveness and relative value of the agreement or arrangement to the investor(s);
- (c) investor's strengths and weaknesses;
- (d) investor's likely approach and strategies;
- (e) likely team members and roles; and
- (f) their likely position on key issues.

8.2. A thorough due diligence should be conducted in order to obtain a clear background of the investor(s).

(b) RENEGOTIATION ISSUES AND PRIORITIES

9.1. In Table 2 below, detail the issues to be renegotiated and prioritise them (low, medium or high).

Table No. 2: Renegotiation Issues and Priorities - Summary

No.	Issue	Priority

9.2. Each of the issues to be renegotiated should be detailed in Table 3 below [duplicate this Table for each renegotiation issue].

Table No. 3: Issue Details

- (a) Issue: [Enter description]
- (b) Priority of this issue
- (c) Our minimum outcome
- (d) Our target outcome
- (e) Our strengths and weaknesses in negotiating this issue
- (f) Our points of leverage and possible concession points
- (g) Our best alternative to a negotiated agreement (BATNA)

9.3. As the issues are being detailed, the entity and the Government Renegotiating Team should always make sure it crystallizes of the outcome. The investor(s) who can visualize the end result will most likely be the one who guides the renegotiation process.

9.4. Once the issues become clearer, prepare in advance. Information is power. Obtain as much information as possible beforehand to make sure you understand the value of what you are renegotiating. It should be borne in mind that very few negotiations begin when the counterparts arrive at the table

10. RENEGOTIATED TERM(S) RECOMMENDATION

10.1. At the conclusion of renegotiation, the Team Leader will prepare a Renegotiated Term(s) which should include the following information relating to the renegotiation:

- (a) all renegotiation undertaken, and the outcomes of these;
- (b) any variations of term(s) resulting from renegotiation, and any required management strategies for these variations;
- (c) post renegotiation risks identified and any management strategies developed;
- (d) concessions agreed to or renegotiated which vary the prior concluded agreement or arrangement;
- (e) a summary of final offer and benefits (look at the bigger picture or Tanzania) achieved by renegotiation; and
- (f) any other matter the Government Renegotiating Team thinks relevant for inclusion so that the Government take an informed decision on the matter.

10.2. At the conclusion of the process a thorough report shall be prepared and submitted to the following:

- (a) Chief Secretary,
- (b) Permanent Secretary responsible for the agreement or arrangement that is being renegotiated;
- (c) Permanent Secretary responsible for legal affairs;
- (d) Permanent Secretary responsible for investments;
- (e) Permanent Secretary responsible for local government;
- (f) Permanent Secretary responsible for labour;
- (g) Permanent Secretary responsible for Home Affairs, and
- (h) Deputy Attorney General.

10.3. The Permanent Secretary responsible for legal affairs shall convene a meeting of government stakeholders to discuss the report and thereafter advise the Minister responsible for constitutional affairs on the outcome of the renegotiation process for onward transmission to the relevant authority to be dealt with in accordance to law and administrative guidelines in place.

ATTACHMENT: CODE OF CONDUCT AND CONFIDENTIALITY FORM

- (a) Code of Conduct and Confidentiality Form
- (b) Subject: Renegotiation of [insert name of the arrangement or agreement]
- (c) Name:
- (d) Organisation:
- (e) Position:
- (f) Telephone:
- (g) Address:

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- (h)
- (i) I acknowledge that I will be given access to information pertaining to or in respect of renegotiation for the contract named above and that all information (whether acquired by verbal or written means) that is provided to me or acquired by me in the course of my duties is strictly confidential.
- (j) I undertake that I shall not at any time give, disclose or reveal to any other party or person, or use or copy for any purposes other than in the discharge of my duties as a member of the Government Renegotiating Team, such information without first obtaining the written consent of the Team Leader.
- (k) All documents, reports and information discussed within the renegotiation shall be treated as commercial-in-confidence and thus I undertake to keep all information and documentation in my custody secure at all times and I shall not divulge or give to any persons not directly involved in the renegotiation process.
- (l) I declare that to the best of my knowledge, I do not have:
- (a) any financial interest in the agreement or arrangement being renegotiated;
- (b) any relatives or friends with a financial interest in the agreement or arrangement being renegotiated;
- (c) any personal bias or inclination which would in any way affect my decisions in relation to the agreement or arrangement being renegotiated; and
- (d) any personal obligation, allegiance or loyalty which would in any way affect my decisions in relation to the agreement or arrangement being renegotiated.
- (m) I acknowledge that if I become aware of a conflict of interest I will inform the Team Leader.

Dated at [insert location] this [insert date] day of [insert month], [insert year]

Signature:
Name:
Witness Signature:
Witness Name:
Witness' Qualifications:

Dodoma,
23th December, 2019

AUGUSTINE P. MAHIGA
*Minister for Constitutional and
Legal Affairs*