

THE TEA REGULATIONS, 2010
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(CAP 275)**

**REGULATIONS
(Made under section 31)**

THE TEA REGULATIONS, 2010

	PART I PRELIMINARY PROVISION
Citation and commencement	1. These Regulations may be cited as the Tea Regulations, 2010 and shall come into operation on the date of their publication.
Application	2. These regulations shall apply to any tea grown, processed, blended and packed in Tanzania as well as imported tea.
Interpretation	3. In these Regulations unless the context requires otherwise.
Cap 275	“Act” means the Tea Industry Act
	“Agency” means the Tanzania Smallholder Tea Development Agency established under section 3 of the Act
Cap. 337	“Association” means an association formed and registered under the Societies Act.
	“Authorized officer” means an officer appointed by the Director or the Board to act on behalf of the Director or the Board.
Cap 275	“Board” means the Tea Board of Tanzania established under section 3 of the Act.
	“Director” means the Director responsible for Crop Development in the Ministry
	“Estate” means an area of not less than 200 hectares of land planted with tea and has a primary processing factory attached to it.

	“Financier” includes green leaf buyers, factory investors, or bankers on the other part.
	“Grower” includes an individual grower, cooperative society, association or company cultivating tea and registered by the Board.
	“Indicative price” means minimum green leaf price pronounced by the Board after consultation with tea stakeholders.
	“large scale grower” means a grower holding over 200 hectares of land planted with tea.
	“medium scale grower” means a grower holding not more than 200 hectares but not less than 20 hectares of land planted with tea.
	“Minister” means the Minister responsible for Agriculture.
	“Ministry” means the Ministry responsible for Agriculture.
	“Out grower” means a grower who supplies green leaf to a tea processing factory.
Cap 337	“Cooperative Society” means a Cooperative society formed and registered under the Cooperative Society Act.
	“Tea” means a tea plant as defined in the Act.
	“Tea Industry” means the growing, manufacturing, blending and packing of tea.
	“green leaf buyer” means a person, association or company licensed by the Board to buy green leaves from a registered grower for processing into made tea using his own processing factory.
	“tea buyer” means a tea blender or packer licensed to buy made tea from local tea processors for blending and packing.
	“tea dealer” for the purpose of registration includes a grower, processor, blender and packer, exporter and importer of tea.
	“green leaf tea” means leaf detached from tea plants but not dried or processed in any way.

	“made tea” means the leaf of the tea plant when manufactured.
	“manufacturing” means conversion of green leaf tea into made tea.
Cap. 275	“Register” means a register maintained under section 14 of the Act.
	“tea blending” means the process of mixing different grades and types of made tea from different factories and areas into a standard blend.
	“tea packing” means the process of packing blended tea.
	“premises” means land, building, factory, erection, vehicle, or receptacle whatsoever for the purpose of growing, sorting, processing, blending or transporting.
	“small scale grower” means a grower holding less than 20 hectares of land planted with tea.
	“stakeholder” means a person or organizations dealing in tea industry including the government, local government authorities, co-operative societies, the Board, the Agency, Tea Research Institute of Tanzania, Smallholders Tea Growers Association, Tea Association of Tanzania and private players such as producers, input suppliers, research and extension institutions and all persons with vested interest in the tea industry.
CAP 275	“stakeholders meeting” means a meeting of all tea stakeholders referred to under section 26 of the Act.
	PART II TEA PRODUCTION
Crop husbandry	4. (1) A grower shall plant tea in agro-ecological zones or areas that meet growing conditions certified by the Board. (2) Pursuant to subsection (1), the Board shall take into account recommendations of a tea research institution and any other factors as it may deem necessary. (3) A grower shall prepare land intended for growing tea as recommended by an extension officer. (4) A grower shall establish and manage a tea nursery as recommended by a tea research institution. (5) subject to Regulation 5, a grower shall use planting

	<p>material except for those not recommended by a tea research institution.</p> <p>(6) A grower shall properly maintain his land planted with tea, and keep it free from weeds, pests, diseases and shall not abandon it.</p> <p>(7) A grower shall not intercrop tea with other crops within the same field.</p> <p>(8) A grower who intends to stop growing tea shall notify the Board six months before stopping.</p>
Specification of crop	<p>5. (1) The Board shall ensure that a grower adheres to crop specifications prescribed by the Director.</p> <p>(2) The crop specification under sub regulation (1) shall include the use of -</p> <ul style="list-style-type: none"> (a) agro chemicals such as fertilizers, herbicides, fungicides, nematicides and suckercides. (b) clonal materials; and (c) any other materials related to tea growing.
Approved varieties	<p>6. A grower shall grow varieties of clonal tea except for those not recommended by a competent tea research institution and approved by director.</p>
Restriction on planting materials Cap 133	<p>7. (1) A person shall not—</p> <ul style="list-style-type: none"> (a) import or plant in the country any tea planting materials without the approval of the Director; (b) use planting materials or tea plants in the field which have not been certified by the Director or an authorized officer <p>(2) Any person who contravenes the provisions of sub regulation (1) commits an offence and shall upon conviction be liable to a fine or imprisonment in accordance with the Plant Protection Act.</p>
Quarantine matters Cap 133	<p>8. (1) Subject to the relevant laws on plant protection, the Director or any other authorized officer may by order under his hand and for purposes of preventing, controlling occurrence of spread of any pests or diseases of tea within any area specified in that order:-</p> <ul style="list-style-type: none"> (a) prohibit or regulate the planting of tea seedling or any other crop specified in the order, which is known to harbor pests or disease; (b) prohibit the removal from any tea growing areas, tea plants or any article, which in the opinion of the Director is likely to harbor pests or disease of tea plants; (c) require the uprooting and burning of all or any tea plants

	<p>or any plant specified in the order by a person processing or having control over that tea plant or;</p> <p>(d) prohibit any person from planting any tea seeds before the date specified in the order.</p> <p>(2) Where any person fails to comply with an order issued under sub-regulation (1) above, the Director or an authorized officer, may, on giving further seven (7) days notice in writing of his intension to do so, cause the removal or destruction to be effected and that person shall, without prejudice to any penalty which he may have suffered by reason of any failure be liable to pay all the costs incurred, which shall be recoverable as a debt due to the Government.</p>
Environmental protection	<p>9. A tea manufacturer shall, in order to conserve the environment, be required to:-</p> <p>a) use appropriate technology in tea processing that will ensure environment protection.</p> <p>b) plant tree species of fuel wood that will yield enough plants to support the tea processing units for fuel wood.</p>
Safety and Hygiene of premises	<p>10. (1) A premise used by a buyer or manufacturer, for manufacturing, storage and transportation of tea shall be kept in a clean and hygienic condition and shall be subject to inspection by the Board.</p> <p>(2) A person shall not transport or store green leaf or made tea together with scented materials or chemicals.</p>
	<p>PART III REGISTRATION</p>
Registration by the Board	<p>11. (1) Without prejudice to the provisions of section 5 of the Act, and for the purposes of -</p> <p>(a) monitoring contracts of farming;</p> <p>(b) regulating green leaf tea quality;</p> <p>(c) regulating tea processing and manufacturing;</p> <p>(d) controlling import and export of tea;</p> <p>(e) establishing a basis for planning; and</p> <p>(f) dealing with any other relevant matters in the tea industry,</p> <p>the Board shall register and maintain a register of all tea dealers.</p>
	<p>(2) a tea dealer registered pursuant to sub-regulation (1) shall be issued with a Registration Number.</p>

	(3) The Board shall not charge registration fee to any tea dealer.
Restriction on growing or selling green leaf without registration	12. (1) A grower shall not sell green leaf tea to a tea processing factory unless he has been registered by the Board pursuant to Regulation 11.
	(2) A person shall not deal with a grower in either buying green leaves from him or any activity related to tea industry unless such grower has been registered by the Board.
	(3) Any person who contravenes the provisions of this regulation commits an offence and shall on conviction be liable to a fine of not more than five hundred thousand shillings or to imprisonment for a term of not more than twelve months.
Assignment of power of registration	13. (1) The Board may assign the power of registration to an agent appointed by the Board under regulation 61 on such terms and conditions as it may specify.
	(2) Any agent of the Board appointed under sub regulation (1) shall perform the registration activities specified by the Board in conformity to the provisions of these Regulations.
Particulars for registration of growers	14. - (1) The Board shall enter in the register particulars of grower, indicating where applicable:-
	(a) the full name and address of the grower;
	(b) location and description of the field in sufficient details and where applicable a general map of the area
	(c) the name of the village, ward and district authorities in which the field is located;
	(d) the category of the grower, whether a smallholder, medium scale or large scale grower
	(e) the area in hectares and the location of the whole field and the area planted with tea on the date of registration;
	(f) the area in hectares and the location that is expected to be planted with tea;

	(g) the average tonnage of green leaf supplied by the grower to the tea buyer and the estimated maximum quantity the grower expects to supply from the area under tea; and
	(h) any other information, which may be deemed necessary for the purpose of registration
	(2) A grower who owns more than one tea field shall ensure that each field is registered separately.
Registration of tea dealers other than a grower	15. For the purpose of registration of tea dealers other than a grower, the Board shall enter in the register particulars of such tea dealers, indicating where applicable.
	(a) Name and address of the applicant;
	(b) Location and name of the factory or proposed factory;
	(c) Installed capacity of the factory;
	(d) The district where the factory is to be built;
	(e) Approximate total value of the factory in Tanzania shillings broken into foreign cost and local cost and the financial structure;
	(f) Projected sales per year whether export or local in Tanzania shillings;
	(g) Projected business plans and expansion programmes;
	(h) Source of packing materials and its financing;
	(i) Owners of the project and share ownership;
	(i) Intended market, distribution areas and the planned market distribution system;
	(k) Organization and manpower structure indicating foreign and local staff;
	(l) Product brand name and technology to be used;
	(m) Sources of tea for processing, blending and packing; and
	(n) Any other information as the board may deem fit..

Qualification for registration of a grower	16. - (1) Before any person is registered as a grower, he shall be required to satisfy the Board that:-
	(a) he is already growing tea at the time of registration or, he has definite intention to commence growing tea within a period of six months from the date of being registered;
	(b) the area under tea or area on which tea is to be grown is not less than one acre (0.40 ha); and
	(c) the tea field is located within a radius not exceeding 40 km from the tea processing factory, provided however, where the distance exceeds 40 km the tea buyer provides proof satisfactory to the Board that he is able to transport and deliver tea to the processing factory.
Refusal of registration	17. -(1)The Board may refuse to register any tea dealer who fails to meet the requirements for registration under these regulations, (2) The Board shall issue a written notice to tea dealer denied registration (3) Any tea dealer aggrieved by the decision of the Board may appeal to the Minister within sixty days from the date of receipt of the written notice and the Minister shall make decision within sixty days thereof.
De-registration of a tea dealer	18. . (1) The Board may de-register any tea dealer after being satisfied that the dealer has failed to comply with the terms and conditions for registration. .
	(2) Notwithstanding the provision of sub-regulation (1) the Board may require the grower to rectify the defects within specified time, the failure of which shall warrant the deregistration
	(3) a tea dealer who has been deregistered under sub regulation (1) shall cease to operate as a tea dealer
	(4) A tea dealer aggrieved by the decision of the Board pursuant

	to sub regulation (1) may appeal to the Minister within sixty days from the date of receipt of the de-registration notice and the Minister shall make decision within sixty days thereof.
	(5) A tea dealer under sub regulation (1) may be re-registered upon such additional terms and conditions as the Board may specify.
Registration of tea nurseries	19. . The Board shall from time to time register all tea nurseries prepared in different tea growing areas.
	PART IV LICENCES AND PERMITS
Power to issue license	20. .- (1) A person shall not manufacture, blend and pack tea for sale except under and in accordance with a license issued by the Board. (2) Subject to section 5 of the Act, the Board may issue a license or permit after being satisfied that the applicant has met the requirements for the issuance of such license or permit. (3) Any person who contravenes the provisions of this regulation commits an offence and shall on conviction be liable to a fine of not less than two hundred thousand shillings but not exceeding five hundred thousand shillings or to imprisonment for a term of not more than twelve months
Mode of application for a license and permit	21. . An application for a license or permit shall be in a prescribed form as provided for in the <i>first Schedule</i> .
Particulars for licensing	22. (1) Prior to licensing, the applicant shall provide the following information to the Board where applicable:- (a) Name and address of the applicant; (b) Evidence of registration by the Board; (c) Any other information as may be deemed important by the Board for the purpose of licensing (2) For the purpose of issuing a green leaf buying license, the Board may seek opinion from a relevant Local Government Authority.
Type of licenses and permits	23. . (1)The Board shall issue to any qualified applicant, the following licenses or permits:- (a) Green leaf tea buying license, (b) Green leaf tea processing license, (c) Tea Blending and Packing license, (d) Tea Export permit, and (e) Tea Import permit.

	<p>(2) Notwithstanding the provisions of sub regulation (1), the Board shall not issue a license under paragraph (c) to a manufacturer for the purpose of bulk packing for export sales or for sale to licensed local tea blenders and packers.</p>
Issuance of a license or permit	<p>24. . The Board shall process every application of a license under these Regulations expeditiously and without undue delay, and in any case within a maximum period of seven (7) working days.</p>
Terms and Conditions for licensee.	<p>25. The licensee shall comply with the terms and conditions for each license as indicated in the respective application form specified in the <i>first schedule</i> to these regulations.</p>
Refusal of application for license or permit	<p>26. (1) The Board may refuse to issue a license to an applicant if –</p> <ul style="list-style-type: none"> (a) the applicant has failed to show evidence of capacity to carry out a business relating to the applied license; (b) in the opinion of the Board, the applicant is unable to comply with the provisions of the Act and these Regulations, relating to carrying out of tea businesses; (c) The applicant is indebted to the Tea Board or tea growers or processors; (d) the applicant failed to observe Regulations related to the licenses issued in previous seasons; (e) the applicant failed to meet all the requirements as provided for under these regulations <p>(2) If the Board refuses to issue a license, shall give reasons and inform the applicant accordingly within seven (7) days from the date of refusal.</p> <p>(3) The applicant who is not satisfied with the Board’s decision, made pursuant to sub-regulation (2) above, may appeal to the Minister, within sixty (60) days from the date of such refusal.</p>
Powers and reasons for cancellation or suspension of a license	<p>27. (1) Notwithstanding the provisions of regulation 20 , the Board shall, after giving the license holder an opportunity to be heard, cancel or suspend any license issued under these Regulations, where it is satisfied that the holder of the license:—</p> <ul style="list-style-type: none"> (a) despite a written warning from the Board, willfully neglects to observe conditions related to the issued license; (b) has ceased to carry on the business in respect of which the license was issued;

	<p>(c) fails to comply with any of the conditions or terms of the license issued to him</p> <p>(2) Where a license is cancelled or suspended by the Board under sub-regulations (1) above, the licensee may within sixty (60) days of such cancellation appeal in writing to the Minister whose decision shall be final.</p>
<p>Effects of cancellation or suspension of a license.</p>	<p>28. (1) A Person whose license has been suspended or cancelled by the Board, shall not transact any business to which the license relates during the period of such suspension or cancellation and any person who contravenes this sub-regulation commits an offence and upon conviction shall be liable to a fine of not less than five hundred thousand shillings.</p> <p>(2) The person convicted pursuant to sub-regulation (1) above, may not be allowed to apply for any license for a period of not less than three (3) years.</p> <p>(3) The Board may, as soon as the license holder rectifies the situation that necessitated the suspension of any license, lift the suspension.</p>
<p>Restrictions for a licensee.</p>	<p>29. (1) No person shall buy green leaf tea in the field for processing except under and in accordance with a license issued by the Board.</p> <p>(2) The license for purchase of green leaf tea shall be issued upon such terms and conditions as the Board may prescribe.</p> <p>(3) Any purchaser of green leaf tea shall –</p> <ul style="list-style-type: none"> (a) buy green leaf tea at the buying centers at or above the indicative price that shall be announced by the Board after consultation with tea stakeholders. (b) draw up a schedule for collection of green leaf tea and adhere to it, failure of which the buyer shall compensate for the loss incurred by the grower; provided that the loss incurred has not been caused by reasons beyond the control of the buyer. (c) buy all green leaf tea that would be plucked and sent to the green leaf collection centers in the particular day and time as previously agreed upon by the parties. (d) safeguard and maintain the quality of the green leaf tea bought. (e) deduct some moneys for repayment of the debts or loans due for payment by the growers from the

	<p>farm gate price and remit the same to the respective lender, or his agent.</p> <p>(f) effect payments within fifteen (15) days of the following month.</p> <p>(g) issue a receipt to the seller of green leaf tea immediately after the sale at the weighing centers and pay the seller as per weight so recorded at the center and not otherwise. Any other costs that will be incurred after weighing the green leaf tea shall be borne by the buyer.</p> <p>(h) assist growers in securing inputs and sell the inputs upon such terms and conditions as the parties may agree.</p> <p>(i) submit to the Board a green leaf tea report on appropriate form and any other reports as may be required by the Board from time to time.</p> <p>(j) whenever possible, carry out tea extension services and maintain tea feeder road repairs in collaboration with the local authority or village government or other authorities.</p> <p>(k) assist the smallholder in the procurement of tea planting materials on such terms of payment as the parties may agree.</p>
<p>Transfer and assignment of licenses</p>	<p>30. (1) A person to whom a license has been issued by the Board shall not lend, transfer or assign such license to any other person save with the prior permission of the Board.</p> <p>(2) Any person who lends, transfers or assigns any license issued to him without having first obtained the permission of the Board commits an offence.</p>
<p>Other licensing related matters</p>	<p>31. (1) Every license issued by the Board under these Regulations shall be valid for a period of only one year and may be renewed in accordance with these Regulations.</p> <p>(2) Where an application for a license under these Regulations is received by the Board at a time when the tea harvesting is at an advanced stage, the issued license shall be deemed to be valid for the period up to the end of the year.</p> <p>(3) Every licensed person under these Regulations, shall produce his license at all reasonable time, upon request by an inspector, a police officer or any other person, duly authorized.</p> <p>(4) Any license holder who fails, without reasonable cause, to produce the license so requested, commits an offence.</p>

	PART V QUALITY ASSURANCE, GRADING, WEIGHING AND INSPECTION
Quality control	<p>32. (1) A grower shall pluck for sale green leaves tea of the required standard.</p> <p>(2) The green leaf standard under sub Regulation (1) shall include two leaves and bud or three leaves and bud or as may be determined by the Board.</p> <p>(3) A tea buyer shall not purchase any sub standard green leaf tea for processing into made tea.</p>
Grading of made tea	33. A manufacturer shall produce made tea on the basis of acceptable international grades.
Weighing of green leaf tea	34. A tea buyer shall weigh green leaf tea in the presence of the grower.
Certification of weighing equipment Cap 340	35. The weighing scales to be used for green leaf tea purchase shall be properly inspected and approved in accordance with Weights and Measures Act.
Appointment of Inspectors	36. The Board shall, in the performance of requirement under section 18 of the Act, appoint such number of qualified persons to be tea inspectors.
Functions of an Inspector	<p>37. (1) A Tea Inspector appointed under regulation 36 shall among other things perform the following functions-</p> <ul style="list-style-type: none"> (a) monitor the arrangement for the purchase, transportation and handling of green leaf tea; (b) inspect compliance of plucking standards specified in regulation 32(2). (c) monitor the importation and export of tea and tea products; (d) conduct inspection of tea nurseries, tea fields, premises, weight and qualities of tea and tea products as may be prescribed by the Board; (e) conduct inspection of green leaf tea buying centers; (f) monitor the compliance of Maximum Residual Levels (MRLs) and Traceability by manufacturers. <p>(2) A person who hinders or obstructs an inspector from performing his functions under sub regulation (1), commits an offence.</p>

Powers of Inspectors	<p>38. (1) An inspector may recommend for the destruction of tea plants or other plants or products infected by pests or any diseases of tea.</p> <p>(2) An inspector shall enforce any decision or orders for the purpose of eradicating or controlling the spreading of pests and diseases of tea.</p>
Tea waste	<p>39. (1) A person shall not sell or pack for sale any tea waste.</p> <p>(2) Every manufacturer shall declare to the Board any tea waste and notify the Board on procedures for its destruction.</p> <p>(3) Any destruction of the tea waste shall be carried out under the supervision of the Board.</p> <p>(4) For the purpose of this regulation, tea waste means burnt tea or any tea waste discarded during manufacturing process.</p>
	<p>PART VI CONTRACT FARMING</p>
Contract farming	<p>40. - (1) Contract of farming may be entered into between a grower and a financier.</p> <p>(2) Parties shall, in entering into contract under sub-regulation (1) use a standard form contract provided for under form 1 of the <i>Second Schedule</i>.</p>
Sale agreement	<p>41. (1) A grower may enter into a one year agreement with a green leaf buyer for the sale of green leaf tea as provided for in form 2 of the <i>second schedule</i>.</p> <p>(2) A sale agreement made under sub regulation (1) shall be registered with the board and a copy thereof shall be submitted to the designated district agricultural officer.</p> <p>(3) A grower having entered into a sale agreement with a green leaf buyer may execute a contract of farming with his buyer or any other financier which shall take cognizance of the sale agreement.</p>
Obligations of a buyer in sale agreement	<p>42- (1) A buyer shall pay proceeds to the grower in accordance with a sale agreement between himself and the grower, and the payment shall be made within fifteen (15) days of the following month.</p> <p>(2) A buyer shall pay the grower for green tea purchased at such a bank or appropriate place agreed and within such period as specified in the sale agreement and upon default the buyer shall pay the grower the prevailing commercial bank interest on</p>

	purchase price calculated from the due date to the actual date of payment.
Content of contract of farming	<p>43.-(1) Notwithstanding the provisions of Section 25(2) of the Act ,a contract of farming shall include::-</p> <ul style="list-style-type: none"> (a) clearly specified product under consideration (in terms of quality and quantity). (d) clearly established prices, payment obligations and other financial obligations. (h) a dispute settlement clause (i) a signature clause. (j) any other additional terms specified by the parties that shall be monitored and supervised by the Board. (k) specified crop production estimates (in hectares and volume), corresponding input requirements, and the price thereof. (l) the green leaf price as may be varied from time to time between the parties. <p>(2) In the event a financier is desirous of entering into a contract with a grower with an outstanding debt to a different financier, the parties shall state in the contract, the method of repayment or offset of the debt.</p>
Registration of contract of farming	<p>44 – (1). The parties shall submit in quadruplet the contract farming agreement to the Board for registration within thirty days upon signing.</p> <p>(2)The Board shall verify and register the contract farming agreement and return copies to the respective parties and local government authority</p>
Failure to register a contract farming agreement	45. A contract farming agreement which is not registered by the Board, shall not be enforceable.
Dispute settlement mechanism	46. Where any dispute arises between the parties in respect of provisions of the contract farming agreement, it shall be settled as provided for in the dispute settlement clause of the agreement.
Review of standard form contract.	47. (1) The contract farming model as provided in the second schedule may be reviewed and agreed by key stakeholders in the stakeholders meeting.

PART VII SALES AND MARKETING	
Buying Centers	<p>48 (1)The Board shall register an established buying center for the purpose of buying and selling of green leaf tea.</p> <p>(2) For the purposes of preservation of green leaf tea at buying centers, the Board shall set sanitary standards to be adopted by growers, buyers or transporters of green leaf tea.</p> <p>(3) The trading hours at tea buying centres shall be from 8.00 hours in the morning to 18.00 hours in the evening.</p> <p>(4) Registered tea manufacturers shall produce monthly reports to the Board showing monthly purchases and deliveries of green leaf tea to the processing factory.</p> <p>(5) Any person who sells green leaf tea outside an established and registered buying centre commits an offence.</p> <p>(6) No person other than a grower shall sell green leaf tea at a buying centre</p> <p>(7) A person shall not sell green leaf tea obtained from the farm of another person.</p>
Indicative and actual price	<p>49. (1) The Board shall, after consultation with other stakeholders, set indicative price for buying green leaf tea for each year which shall be used as a minimum price.</p> <p>(2) Notwithstanding the provisions of sub regulation (1),negotiations for the establishment of the actual price of green leaf tea in a respective tea growing area shall be done by tea growers through their associations or co-operative societies and buyers</p> <p>(3) The actual price arrived at under Sub regulation (2) shall not be below the minimum price.</p>
Domestic sales of tea	<p>50. A manufacturer shall sell made tea to blender and packer or any other person who has been licensed.</p>
Export and import procedures	<p>51. (1) A manufacturer, blender or packer may, subject to the acquisition of an export permit from the Board issued upon such terms and conditions as the Board may prescribe, export made tea.</p> <p>(2) A blender and packer shall import made tea, subject to the acquisition of an import permit from the Board issued upon such terms and conditions as the Board may prescribe.</p>
Sales records and submission of returns	<p>52. (1) The Board shall maintain a record of made tea sold for the domestic, export market and tea imported.</p> <p>(2) A manufacturer shall make monthly returns to the Board, of domestic and export sales.</p> <p>(3) A blender or packer shall make monthly returns to the</p>

	<p>Board of tea purchases and tea sales in the domestic and export market.</p> <p>(4) An importer shall make monthly returns to the Board, of tea imported and sold locally.</p> <p>(5) Every monthly returns shall be submitted to the Board within fifteen days of the following month</p>
Requirement for processing within the country	<p>53. (1) All green leaf tea produced in Tanzania shall be processed within the country.</p> <p>(2) The Board shall set standards to guide small scale green leaf tea processing within the country.</p> <p>(3) Without prejudice to the provisions of sub regulation (1) the Minister may, for a specified period, allow the sale or processing of green leaf tea outside the country.</p>
	<p>PART VIII</p> <p>STAKEHOLDERS FORUM</p>
Composition of stakeholders meeting	<p>54. (1) There shall be an annual stakeholders meeting which shall be composed of key stakeholders of the tea industry.</p> <p>(2) The members of an annual stakeholders meeting shall be as provided in the <i>third schedule</i>.</p> <p>(3) The Board shall for the secretariat to the annual stakeholders meeting.</p>
Role of stakeholders meeting	<p>55. Roles of the stakeholders meeting shall be to-</p> <p>(a) deliberate and make resolutions on issues presented to it ;</p> <p>(b) determine modalities for financing its meeting and activities;</p> <p>(c) arrange for funding of the shared functions and other matters of common interest to tea stakeholders;</p> <p>(d) form committees and working groups for the better carrying out the shared functions;</p> <p>(e) deliberate and determine indicative green leaf tea price</p> <p>(f) implement any other matter for sustainability and stability of the tea industry.</p>
Procedures for convening meetings	<p>56. Stakeholders shall adopt or review stakeholders meeting procedures as provided for in the <i>third schedule</i></p>
Funding of annual stakeholders meeting	<p>57. funding of stakeholders meetings shall be determined by stakeholders</p>

Implementation of stakeholders meeting resolution	58. The Board shall be responsible to follow up and coordinate the implementation of all stakeholders meeting resolutions.
	PART IX SHARED FUNCTIONS BY LOCAL GOVERNMENT AUTHORITIES
Matters for consideration by Local Government Authorities	59. Subject to the provision of section 27 of the Act, the Local Authorities shall in the implementation of the shared functions agreed by stakeholders, take into consideration the following:- (a) increase production of the green leaf tea in their respective areas; (b) proper farming and husbandry of tea; (c) maintenance of quality of tea from production to market level; (d) proper maintenance and use of tea feeder roads
Implementation of stakeholders' meetings resolutions by Local Government Authorities.	60. For the purpose of ensuring implementation of resolutions in the stakeholders meetings, the Local Government Authorities may present their implementation report in the annual stakeholders meeting
	PART X ADMINISTRATION OF REGULATORY FUNCTIONS OF THE BOARD
Appointment of an agent	61. (1) The Board may appoint an agent to perform its functions. (2) An agent duly appointed under sub regulation (1) shall be introduced by the Board to the respective stakeholders to facilitate effective co-operation.
Power to issue guidelines	62. The Board may issue guidelines for the effective implementation of the Act and Regulations for the purpose of promoting production, processing, marketing, exportation and importation of tea.
Record keeping by tea dealers	63. (1) Every person registered to buy, process, import and export tea, shall - (a) in the case of a licensed buyer and processor, keep proper and accurate records of the amount of green leaf purchased, processed and producer price paid every month. (b) in the case of a licensed exporter, keep proper and accurate records of the amount of made tea exported, within each month

	(2) Every information under sub regulation 1 (a) and (b) shall be availed to tea inspectors upon request.
	PART XI MISCELLANEOUS
Board and Agency to develop staff performance standards	64. The Board and the Agency shall develop staff performance evaluation scheme, which shall be based on physical achievement of the set out targets derived from Strategic Action Plan.
Value chain analysis in service delivery	65. In ensuring compliance to standards of service to stakeholders, the Board and the Agency in collaboration with other key stakeholders shall observe that: (a) the roles and responsibilities of each actor in the tea industry contributes to adding value to the development of the tea industry. (b) the potential for adding value through the means of cost advantage or differentiation is enhanced (c) the tea industry attains sustainable competitive advantage
Information and data collection	66. (1) Every respective tea dealer shall submit to the Board a monthly report on- (a) the tea planted acreage; (b) volume or tonnage of crop purchased and processed; (c) export and local sales and average price; (d) availability and distribution of inputs in accordance with the relevant terms of the farming contracts, and (e) Any other information as the Board may deem necessary (2) The Board shall compile and furnish a copy of the monthly report to the respective key stakeholders. (3) The Board shall maintain all statistical data and information relating to the tea industry in the country.
General offence and penalty	67. Any person who contravenes any of these Regulations where no other punishment has been specified commits an offence and shall upon conviction be liable to a fine of not less than five hundred thousand shillings or to a term of imprisonment not exceeding twelve months or to both such fine and imprisonment
Corporate liability	68. Where any offence against these regulations has been committed by any person with the consent or approval of a director, manager, secretary or any other authorized officer with the capacity as a director of that body corporate, shall be

	deemed to have committed the offence in the corporate name.
Compliance with the Act	69 The provisions under these regulations shall be construed in accordance with the provisions of the Act.
Revocation and savings GN No 92 /1999	70. (1) The Tea Rules, 1999 are hereby revoked (2) Any orders made or license issued before the coming into effect of these Regulations shall continue to be in force until they are cancelled or otherwise rendered invalid under these Regulations.

FIRST SHEDULE

Application forms

Licensing form serial No.....

Form No. 01

DIRECTOR GENERAL
TEA BOARD OF TANZANIA
P.O. Box 2663
DAR ES SALAAM – TANZANIA

APPLICATION FOR GREEN LEAF TEA BUYERS LICENCE

- 1. I/We..... (Name of Individual of Firm)
of..... (Postal Address) Tel: No..... Fax:.....
e-mail
- 2. I have/have not been previously licensed as a GREEN LEAF TEA BUYER
- 3. My previous license was No..... dated
- 4. My administrative office will be located on premises situated at Plot.....at
.....street..... (Town/Place)
- 5. Attached is a list of approved green leaf tea buying centers from which we are going to
buy green leaf tea (Please attach list)
- 6. I have read and will comply with the Statutory Provisions governing the holding of
green leaf tea Buyers License

Signature of Applicant.....Date

FOR OFFICIAL USE ONLY

License is granted to the named applicant to carry on the business of GREEN LEAF TEA
BUYING subject to the relevant condition.

Checked and found correct:

Signature:.....Designation:.....Date:.....

Authorized for grant of license:

Signature:.....Designation:.....Date:.....

TEA BOARD OF TANZANIA

GREEN LEAF TEA BUYING LICENCE

M/S.....
.....
.....
.....

Is hereby licensed to carry out business of: GREEN LEAF TEA BUYING

Subject to the conditions provided by Tea Act, 1997 (amended)

Issued on.....

Expires on.....

Signature:.....Date:.....

Designation:.....

TERMS AND CONDITIONS FOR GREEN LEAF TEA BUYING LICENCE

The licensee shall observe the following terms and conditions:—

1. display his license at a conspicuous place within the premises.
2. The Green Leaf Tea Buyers(s) shall buy green leaf tea from registered grower at any approved green leaf tea Buying Centers/posts under a roof in the villages concerned. The buying centers shall be specified and approved by the Board and or Local Authority.
3. All green leaf tea Buyer(s) shall use weighing scales at all times and the scales shall be certified by the Weight and Measures Agency. No other method of weighing shall be used.
4. Green leaf tea Buyer(s) shall issue receipts to the growers from whom they buy green leaf tea and shall maintain a register of those growers. These records shall be made available for inspection by the Board inspectors or any Authorized Officer at any time.
5. Green leaf tea Buyer(s) shall pay produce cess to the respective District Councils as agreed in the memorandum of understanding on financing of the tea industry
6. Green leaf tea Buyer(s) shall pay all other taxes and levies legally imposed by the Government

7. The purchaser shall buy green leaf tea on a delivered field basis at or above the price that shall be announced by the Tea Board after consultation with the tea stakeholders.
8. The purchaser shall draw up a schedule for collection of green leaf tea and adhere to it.
9. The buyer shall buy green leaf that would be plucked and sent to the green leaf collection centers in the particular day and time as previously agreed upon by parties.
10. The purchaser shall make payment to the farmers for the purchases of green leaf tea within fifteen (15) days after the end of each month and arrangements to pay on shorter periods of minimum of two (2) weeks shall be encouraged.
11. The Board shall have the power to inspect any buying post at any time without notice to ensure compliance with these regulations.
12. The buyer of green leaf tea shall produce standard monthly reports to the Board showing monthly purchases and deliveries of green leaf tea to the processing factory.
13. Every buyer should enter into sales contract with any grower for minimum period of one year on such terms and conditions as the parties may agree upon and no buyer should enter into a sale contract with a grower who has another contract with another buyer.
14. Each buyer shall after signing a contract, register each sales contract with the Board and submit the copies of the registered contracts to the designated district agricultural officer.
15. The buyer should buy the tea leaves of the required standard and may refuse to buy any substandard green leaf tea.
16. Any person who contravenes any one of these regulations shall be guilty of an offence and upon conviction shall be liable to a fine not exceeding one million or to a term of imprisonment not exceeding two years or to both.

DIRECTOR GENERAL
TEA BOARD OF TANZANIA
P.O. Box 2663
DAR ES SALAAM – TANZANIA

APPLICATION FOR TEA MANUFACTURING LICENCE

1. I/We.....(Name of Individual of Firm)

of

.....(Postal Address)

Tel: No..... Telex:.....Fax:.....e-mail.....

I hereby apply to be licensed for the year endingas a TEA
MANUFACTURING

2. I have/have not been previously licensed as a TEA MANUFACTURING

3. My previous license was No.....dated.....which
expired/expires on.....

4. My business office will be located at Plot No..... at.....
Street..... (Town/Place)

5. (a) I wish to process the following of tea

(b) My works/plants/machine has an installed capacity of.....tones per
annum or.....Kgs per hour of green leaf tea.

(c) Details of machinery and equipment of my factory are listed on the attached sheet.

6. I have read and will comply with the Statutory Provisions governing the holding of
license for TEA MANUFACTURING.

Signature of Applicant:.....Date:.....

FOR OFFICIAL USE ONLY

License is granted to the named applicant to carry on the business of TEA
MANUFACTURING subjected to the relevant conditions.

Checked and found correct:

Signature:.....Designation:.....Date:.....

Authorized for grant of license:

Signature:.....Designation:.....Date:.....

CONDITIONS FOR APPLICATION OF TEA MANUFACTURING LICENCE

The applicant:

- i. Shall submit a copy of certificate of incorporation in Tanzania.
- ii. Shall produce a copy for the Company Memorandum and Article of Association together with two passport size recent photographs of each for the Company Directors duly attested by Notary Public.
- iii. Shall submit a proposal for Tea processing Plant erection to Tea Board of Tanzania for approval. The proposal shall contain such necessary information as site location capacity of plant and the building structure.
- iv. Have tea processing plant in an approved built structure.
- v. Have tea processing plant and the built structure inspected and passed by Inspector from Tea Board of Tanzania.
- vi. Have the plant inspected and passed by the Chief Inspector of Factories of the Government.
- vii. Have been inspected and passed by local government authority of the area of development.

**TEA BOARD OF TANZANIA
TEA MANUFACTURING LICENCE**

M/S.....
.....
.....
.....

Is hereby licensed to carry out business of: TEA MANUFACTURING Subject to the conditions provided by Tea Act, 1997 (amended)

Issued on.....

Expires on.....

Signature:.....Date:.....

Designation:.....

TERMS AND CONDITIONS FOR TEA MANUFACTURING LICENCE

The licensee shall observe the following terms and conditions:—

1. All platform scales shall be approved and certified by Weight and Measures Agency.
2. Shall keep all clean tea in a store observing Regulations and regulations provided under these Regulations for keeping of a green leaf tea.
3. The manufacturer/processor shall maintain and keep the plant in a proper manner in such a way as to obtain best quality tea and should be in accordance with food processing governing law and regulations.
4. The processor shall ensure that all green leaf delivered to the plant is processed and graded correctly
5. The Manufacturer/processor shall furnish to the Board information on cultivated hectare of tea production, purchases and sales (in kg. and value) on a monthly basis.
6. Each registered tea processor shall follow all Regulations pertaining to growing processing and marketing of tea.
7. Any processor who fails or refuses to make a Return under the provisions of the Tea Act, 1997 (amended) upon request in writing by Board or makes or causes to be made a return which to his knowledge is false in any particular manner, commits an offence against the Act.

8. The Board may, after consultation with the Minister, issue a manufacturing license, subject to such terms and conditions the Board thinks fit, or may, after such consultation, refuse to issue a manufacturing license of any ground which may appear to the Board to be sufficient.
9. The Board may, after consultation with the Minister, cancel vary or suspend the license issued under Tea Act, 1997 (amended) or suspend any such license in respect or a specified factory only.
10. The manufacturer/processor aggrieved by the decision of the Board to refuse to issue or suspends a tea manufacturing license, the licensee may within Sixty (60) days of such refusal or suspension, appeal in writing to the Minister whose decision shall be final.
11. The Manufacturer shall be required to attend stakeholders meeting.

Licensing form serial No.....

Form No. 05

DIRECTOR GENERAL
TEA BOARD OF TANZANIA
P.O. Box 2663
DAR ES SALAAM – TANZANIA

APPLICATION FOR TEA BLENDING AND PACKING LICENCE

1. I/We.....(Name of Individual of Firm) of
.....(Postal Address)
Tel: No.....Telex:..... Fax:..... e-mail.....
I hereby apply to be licensed for the year endingas a TEA
BLENDING AND PACKING
2. I have/have not been previously licensed as a TEA BLENDING AND PACKING
3. My previous license was No.....dated..... which
expired/expires on.....
4. My business office will be located at Plot..... at.....
Street.....(Town/Place)
5. (a) I wish to process the following of tea
(b) My works/plants/machine has an installed capacity of.....tones per
annum or.....Kgs per hour of green leaf tea.
(c) Details of machinery and equipment of my factory are listed on the attached sheet.
6. I have read and will comply with the Statutory Provisions governing the holding of
license for TEA BLENDING AND PACKING.

Signature of Applicant:.....Date:.....

FOR OFFICIAL USE ONLY

License is granted to the named applicant to carry on the business of TEA BLENDING
AND PACKING subjected to the relevant conditions.

Checked and found correct:

Signature:.....Designation:.....Date:.....

Authorized for grant of license:

Signature:.....Designation:.....Date:.....

CONDITIONS FOR APPLICATION OF TEA BLENDING AND PACKING LICENCE

The applicant:

- i. Shall submit a copy of certificate of incorporation in Tanzania.
- ii. Shall produce a copy for the Company Memorandum and Article of Association together with two passport size recent photographs of each for the Company Directors duly attested by Notary Public.
- iii. Shall submit a proposal for Blending and Packing factory erection to Tea Board of Tanzania for approval. The proposal shall contain such necessary information as site location capacity of factory and the building structure.
- iv. Have tea blending and packing factory in an approved built structure.
- v. Have the factory built structure inspected and passed by Inspector from Tea Board of Tanzania.
- vi. Have the factory inspected and passed by the Chief Inspector of Factories of the Government.
- vii. Have the factory been inspected and passed by local government authority of the area of development.

TEA BOARD OF TANZANIA

TEA BLENDING AND PACKING LICENCE

M/S.....
.....
.....
.....

Is hereby licensed to carry out business of: TEA BLENDING AND PACKING Subject to the conditions provided by Tea Act, 1997 (amended)

Issued on.....

Expires on.....

Signature:.....Date:.....

Designation:.....

TERMS AND CONDITIONS FOR TEA BLENDING AND PACKING LICENCE

The licensee shall observe the following terms and conditions:—

1. An applicant must own a Packing and Blending Tea Factory.
2. The Blending and Packing Tea Factory must have inspected by the Tea Board Inspectors.
3. The Blending and Packing License will be issued at an inspection fee of one million Tanzanian shillings only (TZS 1,000,000/=)
4. The Blending and Packing Tea Factory should be in accordance with food processing governing law and regulations.
5. Every licensed blender/packer shall make a monthly return to the Tea Board of Tea Purchases and Sales.
6. Must obtain TBS Certificate of quality standard of products being produced.
7. Tea Blenders and Packers shall be required to attend stakeholders meeting.
8. The license shall be revoked if any condition for the license is violated.
9. The license should observe/respect other existing tea trade marks in the country.
10. Should take appropriate measures towards environment preservation and elimination of pollution.

11. All platform scales shall be approved and certified by Weight and Measures Agency.
12. Any Licensee who contravenes or fails to comply with any of the conditions or terms of the License issued under the Tea Regulations, 2010, commits an offence and the Board may cancel or vary the condition thereof, as it deemed fit.

Export Permit serial No.....

Form No. 07

DIRECTOR GENERAL
TEA BOARD OF TANZANIA
P.O. Box 2663
DAR ES SALAAM – TANZANIA

APPLICATION FOR EXPORT PERMIT

1. I/We (Name of Individual of Firm)
of.....(Postal Address)

Tel: No.....Telex.....Fax:.....

I hereby apply to be permitted for the year ending as a TEA EXPORTER.

2. I have/have not been previously permitted to undertake TEA EXPORT.

3. My previous export permit was No.....dated.....which expired/expires on

4. My business office is/will be located at Plot.....at..... Street..... (Town/Place)

5. Details about my/our Tea plants Machinery are as appended below (use separate paper).

6. I have read and will comply with the Statutory Provisions governing the holding of permit for TEA EXPORTER.

Signature of Applicant:.....Date:.....

FOR OFFICIAL USE ONLY

Permit is granted to the above named applicant to carry on the business of TEA EXPORTER.

Checked and found correct:

Signature:.....Designation.....Date.....

Authorized for grant of license:

Signature:.....Designation.....Date.....

TEA BOARD OF TANZANIA

PERMIT FOR EXPORT OF TEA

M/S.....
.....
.....
.....

Is hereby permitted to carry out business of: TEA EXPORT Subject to the conditions provided by Tanzania Tea Act, 1997 (amended).

Issued on.....
Expires on
Signature:.....
Date:.....
Designation:.....

TERMS AND CONDITIONS FOR TEA EXPORT PERMIT

The permit holder shall observe the following terms and conditions:—

1. The permit holder shall produce monthly trading/shipping operations report to the Tea Board of Tanzania headquarters.
2. The permit holder must comply with all conditions laid down by International Tea Organization and Tanzania Government as in force at the time of shipment.
3. The Exporter shall obtain a valid Export Permit issued by the Tea Board of Tanzania.
4. The Tea Export Permit is issued in respect of made teas for period not exceeding six months.
5. A separate Tea Export Permit shall be required in respect of each Port or place of shipment from which an Exporter intends to export made teas.
6. Every application for a permit shall be made into quadruplicate in the form set out in the second schedule to these Regulations.
7. At the end of each calendar month during the currency of a Tea Export Permit, the Exporter shall make a return to the Tea Board of details of made Tea exported during the previous month in the manner specified in Tea Act, 1997 (amended).

8. The Exporter shall follow all Regulations pertaining Marketing of Tea.
9. The Board shall, in issues relating to quality in respect of Export Market, be the supervisor and Final arbitrator.
10. The Board may exercise its powers under section Tea Act, 1997 (amended) as amended from time to time to Cancel or Suspend a Permit if Export fails to comply with terms and conditions of this Permit.
11. The Exporter aggrieved by the decision of the Board refuses to issue or suspend a Permit may appeal to the Minister in writing within Sixty (60) days of the date of such refusal. The decision of the Minister on any such appeal shall be final and binding.

Import Permit serial No.....

Form No. 09

DIRECTOR GENERAL
TEA BOARD OF TANZANIA
P.O. Box 2663
DAR ES SALAAM – TANZANIA

APPLICATION FOR IMPORT PERMIT

1. I/We(Name of Individual of Firm)
of.....(Postal Address)

Tel: No.....Telex:.....Fax:.....

I hereby apply to be permitted for the year ending as a TEA IMPORTER.

2. I have/have not been previously permitted to undertake TEA IMPORT.

3. My previous import permit was No.....dated.....which expired/expires on

4. My business office is/will be located at Plot.....at..... Street..... (Town/Place)

5. Details about my/our Tea plants Machinery are as appended below (use separate paper).

6. I have read and will comply with the Statutory Provisions governing the holding of license for TEA IMPORTER.

Signature of Applicant:.....Date:.....

FOR OFFICIAL USE ONLY

Permit is granted to the above named applicant to carry on the business of TEA IMPORTER.

Checked and found correct:

Signature:.....Designation.....Date.....

Authorized for grant of license:

Signature:.....Designation.....Date.....

TEA BOARD OF TANZANIA

PERMIT FOR IMPORT OF TEA

M/S.....
.....
.....
.....

Is hereby permitted to carry out business of: TEA IMPORT Subject to the conditions provided by Tanzania Tea Act, 1997 (amended).

Issued on.....
Expires on
Signature:.....
Date:.....
Designation:.....

TERMS AND CONDITIONS FOR TEA IMPORT PERMIT

The Permit holder shall observe the following terms and conditions:—

1. The Permit holder shall produce monthly trading/shipping operations report to the Tea Board of Tanzania.
2. The Permit holder must comply with all conditions laid down by International Tea Organization and Tanzania Government as in force at the time of shipment
3. Every applicant for a Tea Import permit must submit the applications to Tea Board of Tanzania
4. The Importer shall pay Tanzania shillings one million only (TZS 1,000,000/=) as the initial inspection fee of the permit and thereafter each Importer shall pay US \$ Cents 1.25 per kg for every Consignment to the Tea Board of Tanzania.
5. Imported packets of tea clearly show a Mark on each Packet “Made for Export” and to be certified by the Bureau of Standards of respective EAC member countries and have all necessary customs documentation including payment for VAT and Duties. TRA-Customs to be responsible for this at all points of entry.
6. Importer to have a known Agent in Tanzania whose address is known by the Tea Board of Tanzania. This information should be indicated by the applicant and the License to be issued quoting Agent/Agents to be used in Tanzania.

7. Importation of Tea to be subjected to Maximum Residual Level Standards for Pesticides as determined by TPRI (Tropical Pesticides Research institution) and before importation a sample to be sent to Tea Board for this test.
8. Each Consignment must be accompanied by a Certificate of Origin. This is for traceability purposes.

SECOND SCHEDULE

Form No. 01

**STANDARD FORM
AGREEMENT FOR CONTRACT FARMING**

Made under Regulation 40

AN AGREEMENT made this.....day of.....20.....

BETWEEN

(1), whose registered office is at
..... (hereinafter called “the Company”) of the one part.

AND

(2) whose registered office is at
..... (hereinafter called “the Outgrowers”) of the other part.

This agreement shall be divided into clauses, subclauses and appendices. References to this agreement shall be made in respect of clauses, subclauses and appendices thereof

Preamble;

WHEREAS the Outgrower is desirous to grow and sell green leaf tea harvested from his tea field located at.....

WHEREAS the Company is desirous to process and market tea sourced from the Outgrower at the company premises located at

WHEREAS the out growers are desirous to access(hereinafter referred to as “facility”) for tea growing activities and the financier is willing to provide to the grower on terms and conditions set forth in this agreement

AND FOR the purpose of optimizing green leaf production and encouraging a sustainable tea production system

AND FOR reasons of ensuring that green leaf harvests reach acceptable quality and standards that coincide with company production standards and capacity.

AND FOR reasons that the out grower's agronomic and management inputs are coordinated in order to have maximum benefits on yields and income.

NOW THEREFORE the parties agree as follows:

1.0 Joint undertaking

1. The contract shall operate from.....to.....and may be extended by mutually agreed terms and conditions
2. Any alteration, extension or renewal of the contract shall form an addendum to this Agreement and shall be submitted to the Board for approval and registration.
3. This contract is not transferable and cannot be assigned save as agreed by the parties.
4. A green leaf sale agreement drawn between the parties, if any, shall be countersigned in four copies and delivered to the Board as an appendix to this contract.
5. The parties shall, in addition to this agreement, sign other agreements in quadruplets which shall form as appendices to this agreement. The other agreements referred herein include;
 - Green leaf sale agreement specified at clause 4
 - Agreement entered into by the parties on plucking and quality standards.
 - Inputs supply and financing agreement.
 - Out grower expansion plans relative to installed capacity agreement.
 - Agreements that are already in force shall be adopted accordingly.
6. The parties to the contract shall adhere to their obligations in the contract and failure of which, a party in default shall be required to remedy the other.
7. The parties shall agree and observe provisions on transparency, accountability and general regulation and law

7.0 Responsibilities of the Out grower

- 7.1 To ensure that all leaf produced by it is of acceptable standard and shall be sold to the Company, to the exclusion of other buyers, unless mutually agreed by the parties.
- 7.2 Where if the outgrower is a cooperative society, association or a company, to ensure that all its members are adequately informed of the outgrower and Company development and commitments.
- 7.3 To act on the Company's behalf and in their best interests with regards to public relations and the dissemination of information.
- 7.4 Not to enter into any other agreement that contradicts or frustrates this agreement.
- 7.5 To disclose and give status on any previous or existing contractual obligations.
- 7.6 To adhere to agreements forming an appendix to this agreement.

8.0 Responsibilities of the Company

- 8.1 To install sufficient processing capacity to reasonably cope with Outgrower production demand.
- 8.2 To transport all leaf that meets the agreed quality standards from leaf collection centres to factory, and to and conforms with the agreed delivery schedules.
- 8.3 To facilitate any agreement on the financing and supply of inputs to the Outgrowers and act according to that agreement.
- 8.4 To provide coordination and extension services as may be agreed between the parties from time to time.
- 8.5 To actively participate in the development of Outgrower capacity to maximize yield potential.
- 8.6 Not to enter into any other agreement that contradicts or frustrates this agreement.

8.7 To adhere to agreements forming an appendix to this agreement.

8.8 To disclose and give status on any previous or existing contractual obligations where applicable.

9.0 Force Majeure

9.1 The parties shall not be considered to be in default in the performance of their duties hereunder if such performance is prevented or delayed by war, hostilities, actual or reasonably disrupted by acts of violence, strike, lock-out, epidemic, accidents, floods, act of God or any other cause of any kind whatsoever outside the reasonable control of the parties.

10.0 Early termination of the contract period

10.1 Neither party hereto shall give notice of termination of the Contract Period pursuant to this Section without first seeking an opportunity of discussing the matter with the other party hereto with a view to establishing whether an alternative course acceptable to both parties can be found.

10.2 Either of the parties hereto shall, by notice given to the other party in writing, be entitled to terminate the contract period immediately or on a date specified in the notice if such other party becomes subject of a judicial order or proceedings, whether voluntarily or involuntarily, under any bankruptcy or insolvency law or becomes subject to analogous proceedings having substantially similar effect or becomes subject to proceedings providing for its dissolution or winding-up or shall have a Receiver appointed of its assets or any substantial part thereof.

10.3 If either party hereto shall commit any material breach of this agreement and in the case of a breach capable of being remedied fails to remedy that breach within the period of sixty days after being required to do so in writing by the other party hereto, such other party shall be entitled by notice in writing given to the party in default to terminate the contract period immediately or on a date specified in the notice.

10.4 Any contract to be entered into between the out grower and the company will observe development plans of the out growers.

11.0 Dispute Resolution

11.1 Any dispute or difference arising out of this agreement or in connection therewith which cannot be amicably settled between the parties hereto shall in the first instance be mediated pursuant to the Laws applicable in Tanzania.

11.2 Any dispute shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in

accordance with the said rules and the place for such arbitration shall be Tanzania, or such other place as both parties may agree upon in writing. Any award shall be final and binding on the parties and shall be in lieu of any other remedy.

12.0 Miscellaneous

12.1 Any provision in this Agreement which is or may become prohibited or unenforceable under the laws of Tanzania shall be ineffective to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions of this Agreement.

12.2 Any notice to be given under this Agreement may be given by sending the same by post by the quickest mail available addressed to the party at its address or email address, as given below or at such other address for this purpose as the party to receive the notice may have notified in writing to the party giving the notice or by delivering the same by hand to the party at such address and any notice so given shall be deemed to have been given ten days after it was posted or, as the case may be, on the day on which it was delivered by hand or sent by telex as aforesaid. The initial addresses for service of notices hereunder shall be -

Notices to the Company -

.....

P.O. Box

.....

Email address:.....

Office telephone/mobile.....

Notices to Outgrower-

.....,

P.O. Box

.....

Email address:.....

Office telephone/mobile.....

This Agreement shall be governed and construed in all respects in accordance with the Tea Regulations,2010 and the laws of Tanzania

13.0 Law Applicable

13.1 This agreement shall be governed by the Laws of the United Republic of Tanzania.

14.0 Annextures

14.1 The following documents shall form part of this contract

.....
.....

IN WITNESS WHEREOF the parties have executed these presents on the date first above written and in the manner appearing herein below;

SIGNED and sealed by)
)
and on behalf of the Company)
)

In the presence of -
Name.....
Signature
Date.....

SIGNED by)
)
for and on behalf of the Outgrowers)

Name.....
Signature
Date.....

**STANDARD FORM
GREEN LEAF SALE AGREEMENT**

Made under Regulation 41

THIS AGREEMENT is made thisday of.....20..... to
the day of20.....

BETWEEN

..... a licensed purchaser and manufacturer of plucked
green leaf tea in Tanzania whose registered/principal office is atof
Post Office Box Number(“Purchaser”) of the first part.

AND

..... a registered Tea Grower/Cooperative Society producing tea in
accordance with the recommended standard specified by the Tea Board of Tanzania and
whose place of business is at(“The Grower”) of the second part.

AND WHEREAS the purchaser and grower of the tea having agreed respectively to
trade in green leaf subject to the provisions of the Tea Regulations, 1999 and the terms
following:

NOW THEREFORE the parties hereto agree as follows:

1. The grower will sell to the purchaser such quantities of freshly plucked tender green leaf certified by the Purchaser at the place of sale as previously estimated and agreed between them or per purchase schedule or both.

2. The grower warrants that they will sell only green leaf of which they are the grower direct to the Purchaser.
3. The grower agrees that this agreement will automatically abrogate and fully discharge the Purchaser if the grower has entered a previous or subsequent agreement to sell green leaf to another purchaser. Provided however, that in the event of surplus leaf or temporary stoppage of the manufacturing process may modify the terms of this agreement for a specific period if it is in the interest of both parties to do so but without nullifying this agreement.
4. All green leaf sales shall be conducted in sheds certified by Purchaser nearest to the local tea growing area under proper sanitary conditions approved by the Board Inspectors.
5. The grower shall sell to the Purchaser the required standard leaf comprising of soft three, two leaves and their bud or as agreed between the parties according to Tea Regulations of 2010 and the Purchaser shall not be obliged to buy or accept substandard or withered tea leaf. The grower shall bear the full cost of leaf rejected after inspection by the purchaser before weighment.
6. The purchaser shall conduct the inspection and weighment of green leaf in the presence of the grower using authorized and calibrated weighing scales by weight and measures operating to standard.
7. The grower shall protect the leaf from damage and shall present the leaf according to a schedule and timing as agreed between the parties. The purchaser shall not be compelled to accept any tea leaf after the time fixed for sale.
8. The purchaser shall be compelled to purchase all green leaf not defaulted gathered and inspected at the collection shed on each appointed day and time.

9. The purchaser shall be obliged to collect the purchased tea leaf from the approved collection shed only. Provided however, that if the situation so demands the purchaser and subject to clause 13 hereof, may agree to buy green leaf on delivered factory weight basis but only if the leaf is delivered in proper manner and proper time by the grower and not by an agent of the grower.
10. The minimum gross price per kilogramme of green leaf at collection point before deductions (fertilizer etc) shall be determined by parties but shall not be lower than that set by the Board in consultation with Tea Association of Tanzania.
11. The grower and purchaser shall abide to the Tea Regulations. In particular, the purchaser shall submit to the Board a green leaf tea Report in such manner and frequency, as the Board may previously determine.
12. The grower and purchaser shall agree on the most appropriate mode of payment. The purchaser will make payment of each sale of green leaf within two (2) weeks of the end of each month in which the sale occurred. If the purchaser defaults in such payment for more than four (4) weeks from the due date the purchaser shall pay the grower the prevailing commercial bank interest on the purchase price calculated from the due date to the actual date of payment. All payments by cheque or money transfers shall be deemed to have been made on the date of postage or delivery or transmission as the case may be.
13. In all cases of transportation of green leaf not made by the purchaser to the factory, the purchaser will be free to refuse or accept sale and delivery if it will be ascertained upon inspection that the transport vehicle conveying the green leaf was recently contaminated with scented perfumed salt or fertilizer or diesel or petrol or other odorous or toxic substance, or otherwise unhygienic. No refund of cost shall be made on rejected leaf.

14. For purposes of this agreement the Board shall have power to appoint and deploy inspectors for any purpose relevant to its regulatory functions and both the grower and purchaser shall facilitate the inspection and respond to any issues raised by the inspection reports as directed by the Board.
15. This agreement shall be subject to the grower not being materially indebted from previous contracts secured on the tea crop grown or to be grown unless the settlement of such debts shall have been taken into account by the parties hereof.
16. This agreement shall subsist for a period of one calendar year subject to renewal for a similar term.
17. The collection shed and buying post for this agreement shall be.....
in the village of.....in.....District. The collection days and
time shall be..... per week, unless the purchaser and the grower
previously agree to alter the days of purchase or times for the whole locality.
18. All purchases of green leaf shall be made against receipts and recorded in a register signed by the purchaser and the grower showing details of quantity in kilogrammes and the price including any deductions of payment if any. The grower shall likewise acknowledge payment by countersigning the register of payments. The issuance of receipt by purchaser shall signify the transfer of ownership and subsequent responsibility on green leaf from the grower to purchaser.
19. In the case of any event that may detrimentally affect any party hereto in the performance of some obligations hereunder through the element of fraud and/or misrepresentation or unforeseeable event, this agreement will abrogate and each party hereto will revert to their original position and be discharged from further obligation other than any obligation or liability existing prior to the discharge or breach.

20. This agreement may be determined by the agreement of the parties to such effect by the purchaser or grower giving to the other notice of one calendar month copied to the Board. The Board may approve or suspend the effect of such notice pending the determination of any statutory matters as may in the exclusive opinion of the Board be relevant or necessary. The period of suspension of notice herein provided shall be computed and deducted from the resumed running of the period without being deemed to be an extension of the expired agreement.

IN WITNESS WHEREOF the parties hereto caused this Agreement to be executed on the day and year first above written.

SIGNED by the said Grower/Society
at.....this.....day of.....20..... ..
GROWERS/SOCIETY

BEFORE ME:

.....
WITNESS

SIGNED by the said Purchaser
at.....this.....day of.....20..... ..
PURCHASER

BEFORE ME:

.....
WITNESS

THIRD SCHEDULE

PROCEDURES FOR STAKEHOLDERS MEETING

1.0 Purpose

The first stakeholders' meeting shall establish meeting procedures to support the stakeholder process. The Board shall develop, send and post in conspicuous place, procedures pursuant to which the stakeholders' representative shall meet and how the meeting shall be conducted. The following sections describe the implementation of this Stakeholders' meeting Procedure.

2.0 Structure and Membership

2.1 Composition

For purposes of maintaining balance amongst stakeholder groups, the Stakeholders' meeting shall compose of representatives from each district and regions growing tea and organizations with vested interest in tea industry. The organizations and regions are as follows and may be amended from time to time as agreed by stakeholders:-

- | | |
|---|------|
| 1. Ministry of Agriculture, Food Security and Cooperatives | - 03 |
| 2. District Commissioners from tea growing districts | - 11 |
| 3. District Executive Directors from tea growing districts | - 12 |
| 4. District Agriculture and Livestock Development Officers from tea growing areas | - 12 |
| 5. Representatives from tea growers associations | - 15 |
| 6. Representatives from primary tea processing companies | - 08 |
| 7. Representatives from tea blenders and packers | - 05 |
| 8. Tea Institutions/organizations (TBT, TSHTDA, TRIT, TAT, TASTGA) | - 10 |

The members to stakeholders meeting will be 76 out of which only 42 members shall have voting power. The members with voting power are as follows:

- | | |
|--|-----------------------|
| 1. Ministry of Agriculture, Food Security and Cooperatives | - 1 vote |
| 2. District level (DC, DED, and DALDO) | - 1 vote per district |
| 3. Smallholders tea growers associations | - 14 vote |
| 4. Primary tea processing companies | - 8 votes |
| 5. Tea blenders and packers | - 5 votes |
| 6. Tea Institutions/organizations | - 3 votes |

3.0 Stakeholders' meetings

3.1 The Board shall schedule Stakeholders' meetings on annual basis, or on an "as-needed" basis when request by the Stakeholders.

3.2 The Board shall serve as facilitator for all Stakeholders' meetings.

3.3 Stakeholder Working Group meetings shall be scheduled on an "as-needed" basis by a working group.

3.4 Notice of each Stakeholder or Working Group meeting shall be posted/advertised on the Newspaper of wide circulation. E-mail notifications shall be sent by the Board to the designated contact or signatory specified as well as to all other subscribers to the Stakeholder Process e-mail list. Meeting date, time, location, and draft agenda information shall be made available at least two weeks prior to each meeting.

3.5 Solicitation for meeting agenda items shall be included in each meeting announcement. Final meeting agenda and associated meeting materials shall be posted before the meeting.

3.6 A stakeholders meeting shall be duly constituted by at least three quarters of voting members present

3.7 Draft minutes of each Stakeholder's meeting or Working Group meeting shall be made available through postings of each stakeholder. Notice of the posting of draft meeting minutes will be sent to all Stakeholder e-mail list subscribers.

3.8 Final minutes of each Stakeholder's meeting shall be adopted at the next subsequent meeting.

4.0 Chairman of the meeting

4.1 The Stakeholders' meeting as a whole shall appoint a Stakeholders' meeting Chairman. The Chairman shall serve no more than two consecutive terms of a maximum of two (2) years per term. The Chairman should step off for one (1) term after final term before having the ability to be nominated again.

4.2 The Chairman shall preside at meetings. If the Chairman is not present thirty (30) minutes after the time set for the meeting, or it is known that he/she will not be able to attend, the meeting can still be held if the Members present comprise a quorum and appoints an interim Chairman to preside that only meeting. If items or circumstances that are not covered in these Regulations and Procedures should arise at a meeting, then the Chairman shall decide on the course of action.

4.3 The Chairman shall endeavor to achieve a full discussion by the Stakeholders meeting of all agenda items and employ his/her best effort to allow all ward and regional representatives an adequate voice during the meetings. Board shall be the Secretary and shall be responsible to provide the Secretariat. The Secretary shall be responsible for recording meeting notes and drafting recommendations.

5.0 Stakeholder Individual Meetings

5.1 A Stakeholder or the Board may request an individual meeting or discussion as long as long as the outcome of the meeting will be made available to all stakeholders. Nothing in the Stakeholder Process shall prohibit stakeholders from meeting with other stakeholders on a case specific basis to discuss issues of mutual concern or interest.

5.2 All substantive discussions should take place in formal scheduled meetings.

6.0 Communications

6.1 The Board shall support a Stakeholder-wide e-mail list server at the e-mail address info@teaboardtz.org. Any e-mail directed to this address will be simultaneously sent to the Chairman and all subscribing Stakeholders.

6.2 The Board shall support a private e-mail list server at the e-mail address info@teaboardtz.org. Any e-mail directed to this address will only be distributed to the Chairman, Management and Board of Directors of the Board.

6.3 Requests for individual meetings with Stakeholders can be sent to respective stakeholders official mailing address for the purpose of establishing meeting dates, times, agenda items.

Note: The final agenda will be posted on Boards website at least five (5) working days prior to the meeting date.

7.0 Attendance and Representation

7.1 All Stakeholders' meeting members are expected to attend all required meetings of the Stakeholder. Members who are unavoidably absent should send in their written views preferably before the meeting so her/his views can be made known, recorded and taken into account by those present. All written views received sufficiently in advance of the meeting shall be taken into account in the written recommendations submitted to the Board.

7.2 If any Stakeholders' meeting member cannot attend a meeting but has an interest in submitting a vote despite his/her absence, s/he can provide written authorization to another Stakeholders' meeting member from his/her own ward or region to act as a representative. Stakeholders' meeting member may not represent any more than two other Stakeholders' meeting members at a meeting.

8.0 Stakeholder Membership - Representation

8.1 Stakeholders' meeting membership is vested in the individual are expected to represent broadly their stakeholder institution, districts etc ward or region from which they were elected or appointed.

8.2 If any Stakeholders' meeting member changes positions to a different constituent category it will remain up to him/her to determine if s/he can effectively represent his/her former stakeholder ward or region. If not, then the member will be expected to submit a written letter of resignation to the Stakeholders' meeting Chairman. Such casual vacancies will need to be filled by the ward or organization responsible.

9.0 Role of Secretariat

The Secretariat will attend Stakeholders meetings to take notes. Other Secretariat staff members may attend to present and address agenda items, or attend to logistical matters. The Director General is the senior Secretariat liaison officer to the Stakeholders' meeting and shall attend the meetings. S/he may delegate others from within the Secretariat to manage communications and programs related to the Stakeholders' meeting, as needed. The functions of the secretariat of stakeholders meeting shall include-

- (a) To record the minutes of the meeting
- (b) To prepare meeting proceedings, agendas and any other documents relevant in stakeholders meetings
- (c) To ensure effective and efficient transmission of agendas and proceedings of subsequent meetings to members

10.0 Operations

10.1 Meetings

10.1.1 Scheduling Meetings

Regular meetings of the Stakeholder will be held at minimum once a year. The Secretariat, through the Chairman, will propose locations and dates for the meetings one year in advance.

10.1.2 Adequate Notice of Meetings

The date and location of annual meetings will be determined at the previous annual meeting, giving all members one year's advance notice. Should the date or venue of the annual meeting need to be changed for logistical reasons, all members will be notified of the change at least thirty (30) days in advance. Draft agendas and proposed resolutions will be circulated at least forty five (45) days in advance of the annual meeting in order to ensure that all members have time to review and respond to them before the meeting.

11.0 Establishing Meeting Agendas

11.1 The Chairman, in consultation with the Secretariat, will propose an agenda. The draft agenda and meeting papers will be circulated to stakeholder members for comment at least forty five (45) days before the meeting. Up to thirty (30) days before the meeting, members may propose amendments or additional agenda items. Any member may propose an agenda item. These must be provided in writing to the Chairman with a copy

to the Secretariat. The final agenda and meeting papers will be circulated two weeks in advance of the meeting.

11.2 When formulating the meeting agenda, the Chairman and Secretariat shall take into consideration the need for adequate time for a thorough discussion of all agenda items.

12.0 Proposing and Passing Resolutions-

12.1 When a resolution is to be determined by a vote, a simple majority of the members, including proxy votes submitted (i.e., not just those in attendance) is required to pass the resolution.

12.2 When the vote concerns a matter of principle, the vote shall be a show of hands or by open ballot and the votes recorded.

12.3 When voting concerns a matter of a person or persons (e.g., appointment), such vote must be by secret ballot. If there is no challenge to the ballot results by the time that the meeting terminates the ballot papers shall be destroyed.

12.4 When a member casts a vote, he/she may state reasons and such reasons shall be noted. Members may also wish to abstain from a vote.

12.5 Resolutions of the meeting of the stakeholders' meeting may also be adopted in a manner other than at a meeting, in writing or otherwise, provided the proposal concerned is submitted to all members and none of them objects to the relevant manner of adopting resolutions.

12.6 As much as possible, simple and clear language should be used in the wording of resolutions.

13.0 Conflict of Interest

During the Council Members deliberations any stakeholder with conflict of interest must declare their interest before deliberation. Signed statement must be submitted annually. This statement is intended to supplement, but not replace, any laws governing conflict of interest. At any time, if a member realizes that he/she has or may have a position of conflict; s/he must immediately bring this to the attention of the Chairman who will then decide on the appropriate course of action. If there is any doubt about conflict, it is strongly advised that members consult the Chairman.

14.0 Extraordinary Meetings

The Chairman may request an extraordinary general meeting to consider issues of significant importance. An extraordinary general meeting should only be called if the matter cannot wait to be considered at the regular annual meeting. The resolutions will have the same effect like wise as that of the regular meetings.

15.0 Relations with other Governance Bodies

15.1 General Communication

Notice shall be given when actions are taken by any of the governance bodies mentioned in this section that affect any other body. Communications should occur between Chairman of bodies with the secretariat liaison person acting as an intermediary as needed.

15.2 Relations with the Board of Director.

15.2.1 To demonstrate that it has discharged its stewardship properly the Board must present the annual report of coordinating the Stakeholders activities to the Stakeholders' meeting at its annual general meeting. Board members are encouraged to attend Stakeholders' meetings, and are allowed to speak at such meetings but not to vote. To encourage Board member attendance, one Board meeting per year will be scheduled concurrently with the Stakeholders' annual meeting.

15.2.2 The Board Chairman can invite the Stakeholders' meeting Chairman to attend Board meetings, as needed. He/she will not be able to vote, and will be allowed to speak at the discretion of the Board Chairman.

16.0 External Relations

16.1 Official Working Language

The official working languages of the Stakeholder meeting is English and Swahili. All communications will be prepared either in English or Swahili or in both.

17.0 Role of SC Members Externally

17.1 Designated Spokespersons

The Stakeholders' meeting Chairman is the designated spokesperson for the Stakeholders meeting. S/he may provide official input on Stakeholders' meeting matters with media, governments and other stakeholders requiring formal input. Stakeholders' meeting members may speak publicly as individuals participating in the Stakeholder meeting, but are not official spokespersons on behalf of the Stakeholder meeting or of the Board.

17.2 Interactions with Stakeholders

Stakeholders' meeting members are free to speak with the media, government, and other stakeholders about Stakeholders' meeting matters but must clearly explain that s/he does not speak on behalf of the Stakeholders' meeting or of the Board in any official capacity. Unless specifically authorized and prepared, on policy matters Stakeholders' meeting members must direct such queries to either the Board Chairman or the Director General.

18.0 Description of duties and responsibilities for Chairman

1. Consult with the Director General in preparation of agenda for stakeholders' meetings
2. Chairman of stakeholders' meetings;
3. Be a spokesperson for the Stakeholder meeting with media, governments and other stakeholder groups seeking public statements;
4. Ensure that all members are enabled and encouraged to participate fully, and collectively are involved in the role and purpose of the stakeholders' meeting;
5. Ensure that Stakeholders' Council members receive timely, relevant information, and that they are briefed properly on agenda items and other issues that may arise at the stakeholders' meetings;
6. Remain objective in the implementation of ones duties and to avoid partisanship based upon the ward and region from which one originates;
7. Ensure business of the stakeholders' meeting is within the budget set for the meeting.

19.0 Disciplinary Procedures

19.1 A breach by any person done under this schedule, shall warrant a disciplinary action

19.2 A Member of stakeholders meeting may submit to its chairperson through its secretariate, a report of any breach occasioned and the chairperson shall convene a disciplinary proceeding in accordance with the stakeholders meeting procedures prescribed in this schedule.

19.3 A person aggrieved under 19(2) may lodge an appeal to Minister within thirty (30) days from the date of the stakeholders meeting decision

19.4 The Minister shall within thirty (30) days from receipt of appeal by an aggrieved person, make a decision in writing and serve a copy to the aggrieved person.

19.5 A decision made by the Minister under 19(4) shall be final.

.....
Dar es Salaam

.....
Hon. Stephen M. Wasira (MP)
MINISTER OF AGRICULTURE, FOOD SECURITY AND COOPERATIVES