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**TOBACCO PRODUCTION, SELLING
AND BUYING CONTRACT
FOR THE CROP SEASON 2019/2020**

Prepared by:-

Tanzania Tobacco Board,
P.O. Box 61
Tabora

<p style="text-align: center;">TOBACCO PRODUCTION, SELLING AND BUYING AGREEMENT</p> <p style="text-align: center;">BETWEEN</p> <p>PRIMARY COOPERATIVE SOCIETY (AMCOS)</p> <p>.....</p> <p style="text-align: center;">P.O. BOX (SELLER)</p> <p style="text-align: center;">AND</p> <p>THE COOPERATIVE UNION OF.....</p> <p>.....</p> <p>P.O. BOX(UNION)</p> <p style="text-align: center;">AND</p> <p>(COMPANY)M/S.....</p> <p>P.O.BOX..... (BUYER)</p>	<p style="text-align: center;">MKATABA WA KUZALISHA, KUUZA NA UNUNUZI WA TUMBAKU</p> <p style="text-align: center;">BAINA YA</p> <p>CHAMA CHA USHIRIKA CHA MSINGI</p> <p>.....</p> <p>S.L.P. (MUUZAJI)</p> <p style="text-align: center;">NA</p> <p>CHAMA KIKUU CHA USHIRIKA CHA</p> <p>.....</p> <p>S.L.P. (USHIRIKA)</p> <p style="text-align: center;">NA</p> <p>KAMPUNI YA.....</p> <p>S.L.P. (MNUNUZI)</p>
<p>THIS AGREEMENT IS MADE ON THIS _____ DAY OF _____, 20.....</p>	<p>MKATABA HUU UMETIWA SAINI LEO TAREHE _____ MWEZI _____ 20.....</p>
<p style="text-align: center;">BETWEEN</p>	<p style="text-align: center;">KATI YA</p>
	<p>Chama cha Ushirika cha Msingi cha</p>

<p>Primary Cooperative Society of P. O. Box acting for and on behalf of its members who are engaged in the tobacco production (herein after referred to as “the Seller” which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees) of the first part.</p>	<p>S.L.P. kwa niaba ya wanachama wake ambao wanajihusisha na uzalishaji wa tumbaku (ambacho kuanzia sasa na kuendelea kitaitwa “Muuzaji”) (neni ambalo labda lisifae kwa muktadha au maana iliyomo humu litamaanisha na kujumuisha warithi na wahawilishiwa) kwa upande mmoja.</p>
<p style="text-align: center;">AND</p>	<p style="text-align: center;">NA</p>
<p>Cooperative Union Ltd of.....P.O.Box..... (herein after referred to as “the Union” which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees) of the second part.</p>	<p>Chama Kikuu cha Ushirika chaS. L.P. (ambacho kuanzia sasa na kuendelea kitaitwa “Chama”) (neni ambalo labda lisifae kwa muktadha au maana iliyomo humu litamaanisha na kujumuisha warithi na wahawilishiwa) kwa upande wa pili.</p>
<p style="text-align: center;">AND</p>	<p style="text-align: center;">NA</p>
<p>M/s P.O. Box (herein after referred to as “the Buyer” which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees) of the third part.</p>	<p>Kampuni ya..... S.L.P.....(ambayo kuanzia sasa na baadaye itaitwa “Mnunuzi”) (neni ambalo labda lisifae kwa muktadha au maana iliyomo humu litamaanisha na kujumuisha warithi na wahawilishiwa) wa upande wa tatu.</p>
<p>WHEREFOR collectively referred to as “the Parties” or individually as a “Party”.</p>	<p>(Ambao kwa pamoja watajulikana kama “pande husika” au iwapo ni mmoja itakuwa ni “upande”).</p>

<p>WHEREAS the Buyer is engaged in the business of buying, processing and exporting of Tobacco products, and is desirous of buying tobacco, subject to seasonal minimum indicative prices negotiated annually and unanimously agreed in the Tanzania Tobacco Council, from the Seller in quantities and varieties specified in the respective growing season as contained in ANNEXURE – 1 to this Agreement which is referred in this contract as “Production Schedule” which is art of this contract for the crop season 2019/2020.</p>	<p>KWA KUWA Mnunuzi anashughulika na Ununuzi, Usindikaji wa awali, na Uuzaji nje bidhaa za Tumbaku na anataka kununua tumbaku kutoka kwa muuzaji kwa kuzingatia bei elekezi ya kila daraja kwa msimu kama ilivyokubalika na pande zote kwa kauli moja, kwenye Halmashauri ya Tumbaku Tanzania, kwa kiasi na ubora kwa msimu wa zao kulingana na Jedwali la uzalishaji kwenye KIAMBATISHO - 1 cha Mkataba huu, ambacho kuanzia sasa na baadaye kitaitwa “Jedwali la Uzalishaji” ambalo ni sehemu ya mkataba huu kwa msimu wa kilimo 2019/2020.</p>
<p>AND WHEREAS the Seller being a registered tobacco grower is desirous to produce and sell his Tobacco crop to the Buyer in the quantities and varieties as agreed and specified in ANNEXURE 1 for the crop season 2019/2020.</p>	<p>NA KWA KUWA Muuzaji ambaye ni mkulima wa tumbaku aliyesajiliwa anataka kuzalisha na kuuza kwa Mnunuzi zao la tumbaku yake kwa kiasi na ubora uliokubalika kama ambavyo imeelezwa kwenye KIAMBATISHO NA. 1 kwa ajili ya msimu wa kilimo 2019/2020.</p>
<p>AND WHEREAS in consideration of the Buyer’s commitment to purchase the agreed volume of tobacco from the Seller for the crop season 2018/2019 the Seller shall obtain funding for its tobacco production from..... (herein after referred to as the “Financier”), through Seller’s Union under the terms and conditions stipulated in respective Loan Instruments to cover the tenure of this Agreement between the Financier, the Seller and the Union.</p>	<p>NA KWA kuzingatia ahadi ya Mnunuzi ya kununua Tumbaku kwa kiasi na ubora walichokubaliana na Muuzaji kwa msimu wa 2018/2019. Muuzaji kama chama, atapata mkopo wa kununua pembejeo kwa ajili ya uzalishaji wa tumbaku kutoka kwa (ambaye kuanzia sasa na kuendelea ataitwa “Mkopeshaji”) chini ya masharti yaliyotajwa kwenye mkataba wa mkopo kati ya Mkopeshaji, Muuzaji na Chama.</p>
<p>AND WHEREAS the Union, being a Secondary Cooperative Society Limited formed by the Seller and other Primary Cooperative Societies is committed to support the Seller to realize its objectives for the crop year 2019/2020.</p>	<p>NA KWA KUWA Chama, kikiwa ni Chama Kikuu cha Ushirika kilichoundwa na Muuzaji pamoja na vyama vingine vya Msingi vya Ushirika, kinaahidi kumsaidia Muuzaji kutekeleza malengo yake kwa msimu 2019/2020.</p>

<p>NOW THEREFORE Parties hereto have agreed to reduce in writing the terms and conditions in the manner hereinafter set forth.</p>	<p>KWA HIYO SASA, Pande husika katika mkataba huu zimekubaliana kimaandishi na kanuni na masharti kama inavyoonekana hapa chini.</p>
<p>CLAUSE – 1: INTERPRETATION</p> <p>In this Agreement, unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the following meanings: -</p> <p>1.1 “Board” means the Tanzania Tobacco Board as established under Section 3 of the Tobacco Industry Act, 2001 and any subsequent amendments thereof.</p> <p>1.2 “Production Schedule” as per Annexure 1 means a Schedule signed for growing season 2019/2020 by the Seller and the Buyer forming an integral part of this agreement and shall include the following:-</p> <p>1.2.1. The minimum indicative grade price matrix (Annexure 2) for 2019/2020 crop season which was undisputedly agreed in the Tobacco Council and registered by the Board.</p> <p>1.2.2. Agreed tobacco quantities on a run of crop basis and seed varieties to be supplied by the Seller pursuant to Regulation 14 of Tobacco Industry Regulations, 2011 (GN. No. 392/2011) and any subsequent amendments thereof.</p>	<p>IBARA YA – 1: UFAFANUZI.</p> <p>Katika Mkataba huu, isipokuwa kama muktadha unataja vinginevyo, vifungu vifuatavyo vitakuwa na maana zifuatazo:-</p> <p>1.1 “Bodi” maana yake ni Bodi ya Tumbaku Tanzania kama ilivyoanzishwa chini ya kifungu cha 3 cha Sheria ya Tasnia ya Tumbaku ya mwaka 2001 na marekebisho yake.</p> <p>1.2 “Jedwali la Uzalishaji” kama ilivyo kwenye Kiambatisho Na. 1 ina maana yake ni Mpango unaopangwa kwa msimu wa Kilimo 2019/2020 kati ya Muuzaji na Mnunuzi. Jedwali la Uzalishaji litakuwa sehemu muhimu ya mkataba huu na itajumuisha yafuatayo:-</p> <p>1.2.1 Jedwali la bei ya watan wa chini ya kila daraja kama (Kiambatisho Na.2) ilivyojadiliwa kwa ajili ya msimu 2019/2020 kwenye Halmashauri ya Tumbaku na kukubaliwa na pande zote kwa kauli moja na kisha kusajiliwa na Bodi.</p> <p>1.2.2 Kiasi cha tumbaku kilichokubalika na pande husika kulingana na mpangilio wa zao na aina za mbegu zitakazozalishwa na Muuzaji kwa mujibu wa Kanuni ya 14 ya Kanuni za sheria ya Tasnia ya Tumbaku za Mwaka 2011 (Tangazo la Serikali Na. 392/2011) na marekebisho yatakayofanyika.</p>

<p>1.2.3. Tobacco inputs shall be procured by the Seller through the Union using loan proceeds and be distributed amongst the Seller’s member growers.</p> <p>1.2.4. Any outstanding debt or barn/infrastructural loan owed by the Seller to any institution.</p> <p>1.2.5. Provision of Extension Services as shall be agreed by the parties.</p> <p>1.3 “Grower” means a person, society, association, company or group of persons registered by the Board for the purpose of growing tobacco.</p> <p>1.4 “Grower Schedule” as per Annexure No. 3 means a Schedule signed for each growing season by the Seller and the Buyer forming an integral part of this agreement and shall include detailed information by Grower as follows:-</p> <p>1.4.1. Grower TTB Number</p> <p>1.4.2. Grower Name</p> <p>1.4.3. National ID Number</p> <p>1.4.4. Tobacco hectares</p> <p>1.4.5. Contracted volume</p> <p>1.4.6. Number of barns by type</p> <p>1.4.7. Number of surviving trees by year planted</p> <p>1.5 “Central Market” means a Centralized Market facility registered by the Tobacco Board for purposes of conducting the buying and selling of Contracted Green Leaf Tobacco.</p>	<p>1.2.3 Pembejeo za kilimo cha tumbaku zitaagizwa na Muuzaji kupitia Chama Kikuu Cha Ushirika kutokana na mkopo wake na kisha kusambazwa kwa wakulima ambao ni wanachama wa Muuzaji.</p> <p>1.2.4 Deni lolote lililobaki au mkopo wa mabani /miundombinu anaodaiwa Muuzaji na taasisi yoyote ile.</p> <p>1.2.5 Utoaji wa huduma za ugani kama ilivyokubaliwa na Pande husika.</p> <p>1.3 "Mkulima" inamaanisha, mtu, jamii, chama, kampuni au kikundi cha watu waliosajiliwa na Bodi kwa madhumuni ya kulima tumbaku.</p> <p>1.4 "Jedwali la Mkulima" kama ilivyo kwa Kiambatisho Na. 3 inamaanisha Ratiba iliyosainiwa kwa kila msimu kati ya Muuzaji na Mnunuzi ikiunda sehemu muhimu ya makubaliano haya na yatajumuiisha maelezo ya kina kumhusu mkulima kama ifuatavyo: -</p> <p>1.4.1. Nambari ya usajili wa Mkulima</p> <p>1.4.2. Jina la mkulima</p> <p>1.4.3. Namba ya kitambulisho cha kitaifa</p> <p>1.4.4. Hekta zilizopandwa tumbaku</p> <p>1.4.5. Kilo za mkataba</p> <p>1.4.6. Idadi na aina ya mabani</p> <p>1.4.7. Idadi ya miti iliyo hai kwa mwaka iliyopandwa</p> <p>1.5 "Soko kuu" inamaanisha kituo kikubwa cha Soko la tumbaku kilichosajiliwa na Bodi ya Tumbaku kwa madhumuni ya uuzaji na uuzaji wa tumbaku ya kijani iliyozalishwa kwa uaratibu wa mkataba na mkulima.</p>
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<p>1.6 “Council” means the Tanzania Tobacco Council as established under Section 42 of the Tobacco Industry Act, 2001 and any subsequent amendments thereof.</p> <p>1.7 “Inputs” means all farming inputs required for the cultivation, curing, storage and marketing of tobacco as agreed and listed in the Production Schedule.</p> <p>1.8 “Market Centres” means, the places prepared by either the Seller or the Buyer and registered by the Tobacco Board for purposes of conducting the buying and selling of Green Leaf Tobacco.</p> <p>1.9 “PCN” means a Purchase Contract Note signed by the Seller and the Buyer indicating an agreement by both parties as to the grade and weight of the tobacco sold.</p> <p>1.10 “Price Matrix” means the agreed indicative average price matrix for the 2019/2020 season as agreed in the Tanzania Tobacco Council meeting.</p> <p>1.11 “Tobacco” means tobacco that complies with the quality standards laid down in the applicable Tobacco Regulations.</p> <p>1.12 “Good Agricultural Practice” means all Tanzanian Agricultural and Labour Statutes, practices explicitly agreed by stakeholder to be applicable in the tobacco industry and approved</p>	<p>1.6 “Halmashauri” maana yake ni Halmashauri ya Tumbaku Tanzania kama ilivyoanzishwa chini ya Kifungu cha 42 cha Sheria ya Tasnia ya Tumbaku ya 2001 na marekebisho yake.</p> <p>1.7 “Pembejeo” maana yake ni pembejeo zote za kilimo zinazohitajika na zilizoidhinishwa kutumika kwa ajili ya kulima, kukausha, kuhifadhi na kuuza tumbaku kama ilivyokubaliwa na kuorodheshwa kwenye Jedwali la Uzalishaji.</p> <p>1.8 “Vituo vya Masoko” maana yake, mahali palipotayarishwa na aidha chama cha msingi au mnunuzi wa tumbaku na kusajiliwa na Bodi ya tumbaku kwa madhumuni ya kununua na kuuza tumbaku mbichi.</p> <p>1.9 “PCN” maana yake ni Hati ya Mkataba wa Ununuzi inayotiwa saini na Muuzaji na Mnunuzi kuonyesha makubaliano ya pande mbili kuhusiana na daraja na uzito wa tumbaku iliyouzwa.</p> <p>1.10 “Bei ya Madaraja” inamaanisha bei ya wastani wa chini wa bei ya madaraja ya tumbaku iliyokubaliwa na Halmashauri ya Tumbaku Tanzania kwa msimu wa kilimo 2019/2020.</p> <p>1.11 “Tumbaku” maana yake ni tumbaku inayokidhi viwango vya ubora vilivyomo kwenye Kanuni za Tumbaku.</p> <p>1.12 “Taratibu bora za kilimo” maana yake ni Sheria zote za Tanzania zinazohusu masuala ya kazi na ajira, taratibu zote zilizo wazi zilizokubaliwa na wadau na taratibu zinazotolewa kuidhinishwa na</p>
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<p>by the Board, rules issued by the governing bodies on the growing, cultivating, packing and delivery of green tobacco of good merchantable quality. “Good Agricultural Practice” shall include without limitation to not participating in unacceptable social practices involved in the growing, cultivation, reaping and packing of green tobacco. In addition, “Good Agricultural Practice” shall include any specific Minimum Agricultural Practices and guidelines specific to the “buyer”.</p> <p>1.13 “Into-Store Costs” has the meaning ascribed to it under Regulation 3 of the Tobacco Industry Regulations, 2011 (GN 392/2011) and any subsequent amendments thereof.</p> <p>1.14 “Statutory Deductions” includes District Cess and any other farmer’s tax and levies that may be introduced by the Government.</p> <p>1.15 “Crop Season” has the meaning ascribed to it by the Crop Activity Calendar as provided under Regulation 65 of the Tobacco Industry Regulations, 2011 (GN 392/2011) and any subsequent amendments thereof.</p> <p>1.16 “ALP” means Agricultural Labor Practices.</p> <p>1.17 “NTRM” means Non tobacco related materials.</p>	<p>Bodi kutumika katika tasnia ya tumbaku na taasisi nyingine zinazosimamia upandaji, ulimaji, ufungashaji na utoaji wa tumbaku ya kijani yenye ubora unaofaa kuuzika. “Taratibu bora za kilimo” utajumuisha bila ya ukomo kutokushiriki kwenye taratibu za kijamii zisizokubalika zinazohusiana na upandaji, ulimaji, uvunaji na ufungashaji wa tumbaku mbichi. Kwa kuongezea, "Taratibu za Kilimo" zitajumuisha vitendo vyovyote vya chini vya Kilimo na miongozo maalum kwa "mnunuzi".</p> <p>1.13 “Ushuru wa Ghalani” zina maana iliyotajwa kwenye Kanuni kifungu cha 3 cha Kanuni za Tasnia ya Tumbaku za mwaka 2011.</p> <p>1.14 “Makato ya kisheria” yanajumuisha ushuru wa wilaya na kodi nyingine za mkulima ambazo serikali inaweza kuanzisha.</p> <p>1.15 “Msimu wa zao” una maana kama iliyotajwa na kalenda ya zao kama ambavyo imeelezwa chini ya Kanuni ya 65 ya Kanuni za sheria ya Tasnia ya Tumbaku za mwaka 2011 [Tangazo la Serikali Na. 392/2011].</p> <p>1.16 “ALP” maana yake taratibu za kilimo.</p> <p>1.17 “NTRM” Vitu visivyokuwa tumbaku.</p>
<p>CLAUSE -2: DURATION AND SCOPE</p> <p>2.1 This Agreement shall be for a period of one (01) crop season 2019/2020 i.e. effective from 1st of August, 2019 to September, 2020 as per the crop calendar and subject to the production</p>	<p>IBARA YA -2: MUDA NA UKOMO</p> <p>2.1 Mkataba huu utakuwa wa muda wa mwaka mmoja (1) yaani msimu mmoja wa uzalishaji 2019/2020 yaani kuanzia tarehe 01 Machi, 2019 kuendana na</p>

<p>schedule (Annexure No. 1) attached to this contract. All preparation for the crop season 2019/2020 before the commencement date shall be part and parcel to this agreement.</p> <p>2.2 It is expressly agreed between the Parties hereto that this Agreement is for Tobacco Production and Purchase and shall be executed in line with the crop calendar.</p>	<p>kalenda ya zao na kwa kuzingatia jedwali la uzalishaji lililoambatishwa (kiambatisho Na. 1) na mkataba huu. Maandalizi yote ya msimu 2019/2020 kabla ya kuanza kwa taehe ya mkataba huu, yatakuwa ni sehemu ya mkataba huu.</p> <p>2.2 Inakubaliwa dhahiri baina ya pande husika kwamba Mkataba huu ni kwa ajili ya uzalishaji na ununuzi wa tumbaku kulingana na kalenda ya uzalishaji.</p>
<p>CLAUSE -3:COVENANTS TO PRODUCE AND PURCHASE TOBACCO</p> <p>3.1 In consideration of the Seller’s commitment to cultivate, produce and sell tobacco to the Buyer in the quantity and quality described in this Agreement, the Buyer hereby agrees to provide extension services either direct or through third party, in collaboration with the Union and purchase from the Seller tobacco crop contracted for the crop season 2019/2020 in accordance with the terms and conditions as provided for in this Agreement.</p> <p>3.2 The Tobacco crop described in this Agreement shall be produced by the Seller and supplied to the Buyer within the agreed period pursuant to Clause 2 herein.</p> <p>3.3 The Buyer shall buy tobacco grown by the Seller at agreed quantities on a run of crop basis as set out in paragraph 1 of the Production Schedule (Annexure 1 hereto, hereinafter referred to as the “Declared Volume”) and classified by the Board’s tobacco classifier, at</p>	<p>IBARA YA -3: MAPATANO YA KUZALISHA NA KUNUNUA TUMBAKU</p> <p>3.1 Kwa kuzingatia ahadi ya Muuzaji ya kulima, kuzalisha na kuuza tumbaku kwa Mnunuzi kwa kiasi na ubora uliotajwa kwenye Mkataba huu, Mnunuzi anakubali kutoa huduma za ugani ama moja kwa moja au kupitia mtu wa tatu, kwa kushirikiana na Chama Kikuu cha Ushirika na kununua kiasi cha zao la tumbaku kilichokubalika kutoka kwa Muuzaji katika msimu wa kilimo 2019/2020 kulingana na masharti na vigezo kama yalivyotajwa katika Mkataba huu.</p> <p>3.2 Zao la tumbaku lililotajwa ndani ya Mkataba huu litazalishwa na Muuzaji na kuuzwa kwa Mnunuzi ndani ya muda uliokubaliwa na kwa mujibu wa Ibara ya 2 ya mkataba huu.</p> <p>3.3 Mnunuzi atanunua tumbaku kwa kiasi kilichokubaliwa na pande husika, kwa msingi wa mpangilio wa zao (run of crop) kama ilivyoainishwa katika kifungu cha kwanza(1) cha Jedwali la Uzalishaji</p>

the agreed minimum indicative tobacco grade price matrix negotiated for crop season 2019/2020 as unanimously agreed in Council and endorsed by the Board.

3.4 The Buyer shall not be obliged to buy any volume of tobacco grown by the Seller which is more than 10% above the contracted Volume.

3.5 The Seller shall have the right to choose for a Buyer to buy any tobacco in excess of the 110% threshold, provided however, the Seller complies with its obligations herein, and without limitation to Regulation 20 of the Tobacco Industry Regulations, 2011 (GN 392/2011) and any subsequent amendments, on conditions for tobacco production and husbandry.

3.6 Parties privy to this Agreement may, with the prior written consent (such consent not to be unreasonably withheld or delayed), enter into a new tobacco buying agreement with another Buyer while this Agreement is in force, provided that the said subsequent buyer agrees to assume all outstanding obligations arising out of this agreement in conformity with Regulation 21(6) of Tobacco Industry Regulations, 2011 (GN. 392/2011) and any subsequent amendments.

(Kiambatanisho -1 yenye makadirio ya wingi wa Zao) na kama ilivyoteuliwa kimadaraja na Mteuzi wa tumbaku wa Bodi kulingana na jedwali la bei elekezi kwa kila daraja kama ilivyokubalika na Halmashauri ya Tumbaku na kuidhinishwa na Bodi ya Tumbaku kwa msimu wa zao 2019/2020.

3.4 Mnunuzi hatalazimika na wala habanwi kununua kiasi chochote cha tumbaku kilicholimwa na muuzaji ambacho ni zaidi ya asilimia kumi (10%) ya kiasi cha zao kama kilivyoonyeshwa katika Jedwali la Uzalishaji.

3.5 Muuzaji atakuwa na haki ya kuamua kuhusu Mnunuzi atakaenunua tumbaku yoyote ambayo ni ziada ya asilimia 110%. Hata hivyo, Muuzaji anapaswa kuzingatia Kanuni ya 20 ya Kanuni za Tasmania ya Tumbaku za 2011 [Tangazo la Serikali Na. 392/2011] na marekebisho yake, kuhusu uzingatiaji wa taratibu za kilimo cha tumbaku.

3.6 Muuzaji na Mnunuzi anaweza kupata kwanza kibali cha maandishi (kibali hicho kisishikiliwe au kucheleweshwa bila sababu za msingi) wanaweza kuingia mkataba mpya wa kilimo na Mnunuzi mwingine wakati Mkataba huu ukiendelea, ili mradi Mnunuzi anayefuatia akubali kuhakikisha kwamba anachukua majukumu yote ya Mnunuzi wa awali waliyokubaliana kwenye mkataba huu kati yake na Muuzaji (kama yapo) kulingana na Kanuni ya 21(6) ya Kanuni za Tasmania ya Tumbaku za 2011 [Tangazo la Serikali Na. 392/2011] na marekebisho yake endapo yatatokea.

<p>CLAUSE – 4: OBLIGATIONS OF THE SELLER</p> <p>4.1 The Seller agrees to cultivate, produce and sell agreed quantities of tobacco to the Buyer as per the Production Schedule and to repay the loan to the Financier.</p> <p>4.2 The Seller shall in particular:-</p> <p>(a) Pursuant to the Production Schedule, prepare a list of inputs requirements (based on available curing capacity and market demand) recording each Seller’s members’ requirement for submission to the Financier to support the loan application and to the respective Financier and ensure funds are timely available for the said inputs.</p> <p>(b) Ensure that inputs requirements are verified by Unions as part of the loan application.</p>	<p>IBARA YA -4: WAJIBU WA MUUZAJI</p> <p>4.1 Muuzaji anakubali kulima, kuzalisha na kuuza tumbaku kwa mnunuzi kwa kiasi na ubora uliokubaliwa na kwa mujibu wa Jedwali la Uzalishaji na kulipa mkopo kwa Mkopeshaji.</p> <p>4.2 Muuzaji atafanya hasa yafuatayo:-</p> <p>(a) Kwa mujibu wa Jedwali la Uzalishaji atatarisha orodha ya mahitaji ya pembejeo (kwa kuzingatia uwezo wa mabani na mahitaji ya soko) akirekodi mahitaji ya kila Mwanachama Mzalishaji wake kwa ajili ya kuwasilishwa kwa Mkopeshaji ili kusaidia maombi ya mkopo na kuhusu Mkopeshaji husika, kuhakikisha fedha zinapatikana kwa wakati kwa ajili ya pembejeo hizo.</p> <p>(b) Kuhakikisha kwamba mahitaji ya pembejeo yanathibitishwa na Chama Kikuu cha Ushirika kama sehemu ya maombi ya mkopo.</p>
<p>(c) Receive inputs and distribute them to its registered member growers pursuant to the Tobacco Industry Act of 2001 and its regulations in accordance with the tobacco farming calendar.</p> <p>(d) Ensure that, accounts and records of the received and distributed inputs are properly kept and submitted to the Union for forwarding to the Financier.</p> <p>(e) Ensure that, designated registered members use received inputs in accordance with individual</p>	<p>(c) Kupokea pembejeo na kuzisambaza kwa wanachama wazalishaji wake waliosajiliwa kwa mujibu ya Sheria ya Tansia ya Tumbaku ya mwaka 2001 na kanuni zake, kulingana na kalenda ya kilimo cha tumbaku.</p> <p>(d) Kuhakikisha kwamba, hesabu na rekodi za pembejeo zilizopokelewa na kusambazwa zinatunzwa vizuri na kuwasilishwa kwenye Chama Kikuu cha Ushirika kwa ajili ya kuziwasilisha kwa mkopeshaji.</p> <p>(e) Kuhakikisha kwamba, wanachama wazalishaji waliosajiliwa wanatumia pembejeo zilizopelekwa kwa kuzingatia</p>

contracts between the Seller and its members, in accordance with this Agreement.

- (f) Ensure that, there is an agreement with its individual grower members to produce and sell agreed tobacco quantities and varieties to the Buyer through the Seller.
- (g) The Seller further, undertakes to sign agreements **(in the form of Annexure No. 4)** with its growers which will guide the minimum agreed standards to Tobacco Leaf Production in support of this agreement.
- (h) Ensure timely submission of list of all contracted member growers with their volume, barns and acreage/hectare to the buyer, union and financier.
- (i) The Seller shall prepare a list of all of his contracted member growers indicating their names, Grower's TTB registration number, hectares of grown tobacco, contracted volume, number of improved barns, number of planted trees etc. which will form part of this contract as Annexure No. 3. Total contracted volume in the grower's schedule shall correspond with the contracted volume in the Production Schedule **(Annex No. 1)** to this contract.
- (j) Pursuant to the Deed of Undertaking signed between the Financier/s, the Seller and the Buyer, allow the Financier, the Buyer or the

mkataba baina ya Chama cha Msingi na wanachama wake kulingana na mkataba huu.

- (f) Kuhakikisha kwamba, kuna makubaliano kati ya Muuzaji na wanachama wazalishaji wake [mmoja mmoja] ya kuzalisha na kuuza tumbaku kwa Mnunuzi kupitia kwa Muuzaji.
- (g) Muuzaji yuko tayari kusaini mikataba **(katika mfumo wa Kiambatisho Na. 4)** na wakulima wake ambao utakuwa na viwango vya chini vilivyokubaliwa kwa Uzalishaji wa majani ya tumbaku ili kuunga mkono makubaliano haya.
- (h) Kuhakikisha kuwa anawasilisha kwa Mnunuzi, Chama Kikuu [Union] pamoja na mabenki orodha ya wanachama wazalishaji alioingia nao mkataba na kiasi cha uzalishaji wao, mabani pamoja na ekari zitakazolimwa na kila mwanachama.
- (i) Muuzaji ataandaa orodha ya wakulima wake wote ambao ana mikataba nao, kwa kuainisha majina yao, Namba ya usajili ya Bodi, ukubwa wa eneo (hectare) litakalozalisha tumbaku, kiasi cha tumbaku kinacholenga kuzalishwa, idadi ya majiko yaliyoboreshwa, idadi ya miti iliyootehwa n.k. kama ilivyoainishwa katika Kiambatanisho Na. 3. Jumla ya kilo za tumbaku zitakazojazwa katika Jedwali la Mkulima zitawiana na kiasi kilichoainishwa katika jedwali la Uzalishaji **(Kiambatanisho Na. 1)** ya mkataba huu.
- (j) Kwa mujibu wa Mkataba wa Makubaliano uliyotiwa saini baina ya Mkopeshaji, Muuzaji na Mnunuzi, kumruhusu

authorized agent of either to inspect and / or examine all books and records for proper administration of the loan agreement.

- (k)** Ensure that its books of account are audited each financial year pursuant to the Cooperative Societies Act, 2013 (GN 1/2014) and its subsequent amendments.
- (l)** Report any non-compliance with the requirements of this Agreement to other parties and to the relevant Authorities.
- (m)** Authorize the Buyer in writing to remit sales proceeds to its bank account maintained with the Financier.
- (n)** Pay to its individual members any amounts remaining after the Financier, shall have deducted loan repayments from sales proceeds.
- (o)** Repay to the Buyer any debts owed to the Buyer by way of deduction from the purchase value of any tobacco sold to the Buyer in accordance with the production schedule under and pursuant to this Agreement, based on the percentage of the deductions agreed between the Seller and the Buyer
- (p)** On a monthly basis, submit a report to the Union on all activities related to the implementation of this Agreement.

Mkopeshaji, Mnunuzi au wakala aliyeidhinishwa wa ama kukagua na/au kuchunguza vitabu na kumbukumbu zote kwa ajili ya usimamizi unaofaa wa mkataba wa mkopo.

- (k)** Kuhakikisha kwamba vitabu vyake vya hesabu vinakaguliwa kila mwaka wa fedha kwa mujibu wa Sheria ya Vyama vya Ushirika ya mwaka 2013 [Tangazo la Serikali Na. 1/2014] marekebisho yake endapo yatatokea.
- (l)** Kutoa taarifa ya vitendo vyovyote vya kutokufuata masharti ya mkataba huu kwa pande na Mamlaka husika.
- (m)** Kumruhusu Mnunuzi kwa maandishi kulipa mapato ya mauzo kupitia kwenye akaunti yake ya benki iliyoko kwa Mkopeshaji.
- (n)** Kulipa wanachama wazalishaji mmoja mmoja haki zao kiasi kilichobakia baada ya Mkopeshaji kuwa amekata marejesho ya mkopo kutoka kwenye mapato ya mauzo.
- (o)** Kumlipa Mnunuzi madeni yoyote anayodai kwa kukata kwenye bei ya ununuzi wa tumbaku yoyote iliyozwa na Muuzaji kulingana na Jedwali la Uzalishaji kwa mujibu wa Mkataba huu kwa kuzingatia asilimia (%) ya makato iliyokubalika kati ya Muuzaji na Mnunuzi.
- (p)** Kuwasilisha kila mwezi taarifa kwenye Chama Kikuu cha Ushirika kuhusu shughuli zote zinazohusiana na utekelezaji wa Mkataba huu.

<p>(q) Act in compliance with the advice given by Board or any competent authority on good agricultural practices.</p> <p>(r) Ensure that each of its member growers grows or causes to be grown a minimum of 600 trees equivalent per hectare of tobacco grown. The Seller shall ensure that each of its members in producing the tobacco to be supplied hereunder uses only wood sourced from planted forests or supplied by a government or government-licensed entity in full compliance with all applicable laws and regulations, including without limitation laws and regulations relating to preservation of native forests.</p> <p>(s) The member grower's planted tree target, subject to consultations between the parties is as follows:-</p> <p>i. 250 trees per contracted hectare of FCV/DFC if the Seller (PS) participates in CCTP (communal commercial tree planting) and communal regeneration woodlot management or;</p> <p>ii. 300 trees per contracted hectare of FCV if the PS participates in communal regeneration woodlot management or participates in a Participatory Forest Management scheme; Community Based Forest Management (CBFM) OR Joint</p>	<p>(q) Kutenda kulingana na ushauri unaotolewa na Bodi au chombo kingine chochote chenye mamlaka kuhusu Kanuni za kilimo bora.</p> <p>(r) Kuhakikisha kwamba kila mwanachama wake mzalishaji anapanda au anasababisha kupandwa miti isiyopungua 600 kwa hekta ya tumbaku ya mvuke na moshi itakayozalishwa, (Flue cured tobacco and Dark fire cured tobacco). Muuzaji atahakikisha kuwa kila mwanachama mzalishaji katika uzalishaji wa tumbaku nchini anatomia miti iliyopandwa kwa mujibu wa mkataba huu au kutumia miti kutoka kwenye misitu ya serikali kwa kibali kutoka Serikalini au chanzo kilicho idhinishwa na Serikali kwa mujibu wa kanuni na sheria za utunzaji mazingira.</p> <p>(s) Malengo ya upandaji miti kwa kila mwanachama mzalishaji kwa kuzingatia mashauriano kati ya Muuzaji na Mnunuzi itakuwa kama ifuatavyo:-</p> <p>i. Miti 250 kwa kila ekari ya tumbaku ya Mvuke [FCV] au Moshi (DFC) kama Muuzaji ameshiriki katika kupanda miti kwenye shamba la pamoja (<i>Communal Commercial Tree Planting</i>) na usimamiaji wa miti ya pamoja ya ngitiri au;</p> <p>ii. miti 300 kwa kila ekari ya tumbaku ya mvuke na moshi kama Muuzaji anashiriki katika utunzaji wa miti ya asili (ngitiri) au;</p>
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Forest Management (JFM), where the equivalent of 300 trees will be managed or;

- iii. 600 trees if the Seller does not participate in CCTP or communal regeneration woodlot management.

The minimum grower tree target survival shall be as follows:-

- i. 2019/2020, 85% Minimum grower planted tree survival rate (213 trees for one hectare of tobacco) and;
- ii. 2018/2019, 75% Minimum grower planted tree survival rate (188 trees for one hectare of tobacco) and;
- iii. 2017/2018 and earlier 70% Minimum grower planted tree survival rate (175 trees for one hectare of tobacco).
- iv. If the aforementioned minimum requirements are not achieved by the Seller, the Buyer shall notify the Board in order to verify and take action in accordance with the rules of the Tobacco Industry and the Buyer may opt not to contract the uncompliant grower for the next crop season after giving him three (3) months written notice prior to the commencement of next crop season preparations, if the incompliance is verified by the Board. [GJ1]

(t) Ensure its members produce tobacco as per quantities and quality agreed upon under this Agreement.

- iii. miti 600 kama Muuzaji endapo hashiriki katika programu ya CCTP au hashiriki katika utunzaji wa miti ya asili (Ngitiri).

Kiwango cha chini cha miti iliyoona itakuwa kama ifuatavyo:-

- i. 2019/2020, 85% kiwango cha chini cha mkulima aliyepanda miti na ikakua (miti 213 kwa hekta moja ya tumbaku) na;
- ii. 2018/2019, 75% kiwango cha chini cha mkulima aliyepanda miti na ikakua (miti 188 kwa hekta moja ya tumbaku) na;
- iii. 2017/2018 na mapema 70% Kiwango cha chini cha mkulima aliyepanda kiwango cha kupanda miti (miti 175 kwa hekta moja ya tumbaku).
- iv. Ikiwa mahitaji ya chini yaliyotajwa hayatafikiwa na muuzaji, Mnunuzi atakuwa na wajibu wa kuirifu Bodi ili kuhakikisha na kuchukua hatua kulingana na sheria za Sekta ya Tumbaku na Mnunuzi anaweza kuchagua kutokufunga mkataba na mkulima asiyezingaia masharti ya uzalishaji kwa msimu unaofuata baada ya kumpa taarifa ya maandishi ya miezi tatu (3) kabla ya kuanza kwa maandalizi ya msimu ujao wa mazao, baada ya Bodi kuthibitisha kuhusu ukiukwaji huo.

(t) Kuhakikisha kuwa wanachama wake wazalishaji wanazalisha tumbaku kwa

(u) Ensure that its members deliver to the market tobacco produced under this Agreement.

(v) Ensure that all its members comply with the Tobacco Industry legislation and any subsequent amendments thereto, including without limitation to use of only non- genetically modified tobacco seeds.

(w) Ensure that during the performance of this Agreement its members comply with the provisions of the Employment and Labor Relations Act, 2004 on labor standards and committed to eliminating child labor and any other forms of labor abuses where they are found and to ensure safe and fair working conditions on all farms from which its members or any other farmer grow tobacco and this shall be in line with Good Agricultural Practices(GAP) and Agricultural Labour Practices (ALP) principles/codes or any other industry recognized best practice.

(x) Ensure the availability of sufficient modern barns, compliant with good agricultural practices to meet the agreed hectares and quantities agreed to in this Agreement in accordance with Tobacco Industry Regulations 2011, (GN 392/2011) and any subsequent amendments.

kiasi na ubora uliokubaliwa chini ya Mkataba huu.

(u) Kuhakikisha kwamba, wanachama wake wazalishaji wanapeleka sokoni tumbaku iliyozalishwa chini ya Mkataba huu.

(v) Kuhakikisha kwamba, wanachama wake wote wanazingatia Sheria ya Tasnia ya Tumbaku na marekebisho yoyote yatayofuatia, ikiwa ni pamoja na kutotumia mbegu za tumbaku zisizo za asili, yaani *Genetically Modified Tobacco Seeds* (GMO).

(w) Kuhakikisha kwamba wakati wa utekelezaji wa Mkataba huu wanachama wake watazingatia masharti ya **Sheria ya Ajira na Mahusiano Kazini, 2004 (kama ilivyofanyiwa marekebisho)** juu ya viwango vya kazi na nia ya kuondoa ajira hatarishi kwa watoto na aina nyingine yoyote ya ukiukwaji wa taratibu za kazi ambapo wanachama watahakikisha uwepo wa usalama na mazingira mazuri ya kazi katika mashamba yote ambayo wanachama wake au mkulima mwingine yeyote; na hili litakuwa sambamba na taratibu/kanuni nzuri na bora za kilimo zilizokubaliwa kisekta au taratibu bora zaidi kutoka katika sekta yoyote nyingine.

(x) Kuhakikisha uwepo wa mabani ya kisasa ya kutosha yanayokidhi hitaji la kilimo cha tumbaku kwa kila hekta kama ilivyokubaliwa na pande zote husika, ikiwa ni pamoja na Kanuni ya tasnia ndogo ya tumbaku kama zilivyotangazwa katika gazeti la serikali namba 392/2011 na marekebisho yake.

(y) The Seller shall ensure that their member growers convert all traditional barns to modern barns/furnaces in the contracted year 2019/2020.

(z) For the grower member to be measured as having converted a traditional barn to an improved barn – the following criteria must have taken place:-

i. Zig zag channel/Brazilian channel (T-channel)

ii. Modern furnace with ‘venturi’ slot

iii. Wood cut into 1m lengths (minimum requirement of 5 stacked m³ per barn)

iv. Use of furnace door

v. If Seller’s member growers do not convert any traditional barns to improved barn/furnace in the contracted year, the Buyer reserves the right to notify the Board in order to verify and take appropriate action in accordance with the Tobacco Industry Act, 2001 and its Regulations and may opt not to contract the Seller for the next crop season after giving him three (3) months written notice prior to the commencement of crop season preparations.

(aa) Ensure that its members only use agrochemicals registered in Tanzania for use on tobacco recommended by

(y) Muuzaji atahakikisha kwamba kila mwanachama mzalishaji ameyabadilisha mabani yake ya kiasili na kuyafanya kuwa ya kisasa/yenye majiko sanifu kabla ya kuanza msimu wa kukausha tumbaku kwa msimu wa kilimo 2019/2020.

(z) Ili Mwanachama Mzalishaji apimwe kama ameweza kubadilisha mabani yake kuwa ya kisasa vigezo vifuatavyo vitazingatiwa:-

i. Mifereji ya zigizaga/brazilian (T-channel).

ii. Jiko la kisasa lenye “venturi”

iii. Lenye jiko la kuweza kupokea kuni ya urefu wa mita moja na ujazo wa ‘cubic meter’ 5 kwa kila bani.

iv. Na lenye tanuru la mlango

v. Kama wanachama wa Muuzaji hajaweza kubadilisha mabani ya zamani yote na kuwa na mabani au majiko yaliyoboreshwa na kuwa ya kisasa kwa ndani ya mwaka wa uzalishaji, Mnunuzi atakuwa na haki ya kuijulisha Bodi ili kuweza kuhakiki na kuchukua hatua stahili kwa mujibu wa sheria ya Sekta ya Tumbaku ya mwaka 2001 na Kanuni na Mnunuzi anaweza asifunge mkataba wa uzalishaji na Muuzaji kwa msimu unaofuata baada ya kumpa taarifa ya maandishi ya miezi mitatu kabla ya kuanza kwa msimu wa kilimo.

(aa) Kuhakikisha kwamba wanachama wake wazalishaji wanatumia mbolea

the tobacco industry and approved by the Tobacco Board. The Seller further agrees to ensure that its members and applicable third parties (independent contractors, visitors etc.) use protective clothing when handling green tobacco so as to avoid contact with the skin, particularly when such tobacco is wet.

(bb) Ensure that its members store, apply and dispose of all Crop Protection Agents (CPA's) in accordance with the manufacturer's instructions, including using all required Personal Protective Equipment (PPE). The seller further agrees to ensure that CPA's will be secured and stored in a location inaccessible to children.

(cc) Contracted member growers can only use CPA's recommended by the Board. Should any member grower be found to use CPA's other than recommended by Board the Buyer shall have the right to inform the Board in order to verify and take action in accordance with the rules of the Tobacco Industry Act 2001 and may opt not to contract the uncompliant grower for the next crop season after giving written notice to terminate the contract immediately.

na madawa ya kilimo yaliyosajiliwa nchini, na yaliyopendekezwa na sekta na kuidhinishwa na Bodi ya Tumbaku. Muuzaji atahakikisha kuwa wanachama wake wazalishaji na watoa huduma wake wote, wanatumia vifaa vya kinga, yaani *protective clothing*, wakati wa kuhudumia tumbaku mbichi kugusana na ngozi ya mwili, hasa wakati tumbaku ikiwa na unyevu.

(bb) Kuhakikisha wanachama wake wazalishaji wanatunza, kutumia na kutupa masalia ya madawa, kwa mujibu wa maelekezo ya watengenezaji wa vifaa kinga yaani *Manufacturer's instructions*. Aidha, wanachama wote wanapaswa kutumia vifaa kinga, yaani, personal protective equipment, wakati wa uzalishaji. Muuzaji atahakikisha vifaa kinga vyote, yaani Crop Protection Agents, vinatunzwa vizuri na eneo lisilofikiwa na watoto.

(cc) Mwanachama Mzalishaji mwenye Mkataba na Muuzaji atatumia madawa (CPA) yaliyoidhinishwa na Bodi. Endapo Mwanachama Mzalishaji atakutwa akitumia madawa zaidi ya yale yaliyoidhinishwa na Bodi Mnunuzi anahaki ya kuijulisha Bodi ili kuweza kuhakiki na kuchukua hatua kwa mujibu wa Sheria ya Sekta ya Tumbaku ya mwaka 2001 na Mnunuzi anaweza kuvunja mkataba uliopo na pia asifunge mkataba wa uzalishaji na mkulima huyo kwa msimu unaofuata baada ya

(dd) Ensure that its members' tobacco deliveries shall be well presented, subject to the established grades, free of blue tarpaulin and any Non Tobacco Related Materials (NTRM), shall not be mixed, mouldy or nested and shall comply with the Tobacco Industry Regulations, 2011 (GN 392/2011) and any subsequent amendments.

(ee) If any bricks, stones, blue tarpaulin or any kind of plastic is identified in the farmer bales, the buyer reserves the right to inform the Board in order to verify and take action in accordance with the rules of the Tobacco Industry Act 2001 and may opt not to contract the uncompliant grower for the next crop season after giving three (3) months prior written notice prior to the commencement of crop season preparations.

(ff) The Seller warrants and represents that, at the time of signing this Agreement and at all times during the term of this Agreement they will not sell and shall not incur or conclude any commitment for the sale to any other person of the agreed tobacco volume to be produced by its members, and sold or offered to the Buyer pursuant to the terms of this Agreement.

kumpataarifa ya maandishi mapema iwezekanavyo.

(dd) Kuhakikisha kwamba wanachama wake wanawasilisha tumbaku sokoni vizuri, kwa kuzingatia madaraja ya tumbaku yaliyopo, na pasipo kuwa na vipande vya maturbai ya bluu na aina nyingine yoyote ya vitu visivyo tumbaku (NTRM), "ngulai", kuingizwa katika mitumba ya tumbaku na uwasilishaji huo utazingatia Kanuni za Sheria ya Sekta ya Tumbaku za 2011 (Tangazo la Serikali Na. 392/2011) na marekebisho yoyote yatakayofuata.

(ee) Endapo kutagundulika uwepo wa mawe, tofali, turubai za bluu ama plastiki ya aina yoyote kwenye mitumba ya mwanachama mzalishaji, mnunuzi atakuwa na haki ya kuijulisha Bodi ili kuweza kuhakiki na kuchukua hatua kwa mujibu wa Sheria ya Sekta ya Tumbaku ya mwaka 2001 na mnunuzi anaweza asifunge mkataba wa uzalishaji na mkulima huyo kwa msimu unaofuata baada ya kumpa taarifa ya maandishi ya miezi mitatu kabla ya kuanza kwa msimu wa kilimo.

(ff) Muuzaji anathibitisha na kuonyesha kwamba, wakati wa kutia saina Mkataba huu na wakati wote wa muda wa Mkataba, hana na wala hataingia katika makubaliano yoyote ya kuuza tumbaku kwa kiwango kilichokubalika kwenye mkataba huu kama ilivyoainishwa kwenye jedwali la uzalishaji kama itakavyozalishwa na wanachama kwa mnunuzi

<p>(gg) The Seller further undertakes to ensure its members allow representatives of the buyer, with reasonable notice, to visit members' farms to provide requisite extension services including monitoring of crop compliance with regard to</p> <ol style="list-style-type: none"> a. Curing barns, b. Farmer planted trees, c. NTRM, and d. Adherence to all GAP and ALP principles including pesticides and GTC safety. 	<p>mwingine yeyote kiasi cha tumbaku iliyokubaliwa kuzalishwa kwa mujibu wa masharti ya mkataba huu.</p> <p>(gg) Muuzaji anaahidi kwamba, wanachama wake watatoa ushirikiano kwa wawakilishi wa Mnunuzi, kufuatia notisi stahiki, kuwezesha huduma za ugani zitolewe kwa wakati ikiwa ni pamoja na kuhakiki ukamilifu katika</p> <ol style="list-style-type: none"> a. Mabani ya kukaushia tumbaku, b. Miti pandwa na wakulima, c. Vitu visivyotakiwa katika tumbaku yaani –NTRM d. Utumiaji wa mbinu bora za kilimo (GAP), Kanuni za kilimo na ajira ikiwemo usalama katika matumizi ya madawa ya kuua wadudu, na hali ya homa inayosababishwa na tumbaku mbichi mashambani yaani -GTC
<p>CLAUSE – 5: OBLIGATIONS OF THE COOPERATIVE UNION</p> <p>5 If the Seller is a member of any Union organization, the Union shall be a party to this Agreement and shall be facilitator having a specific responsibility of ensuring this Agreement is effectively implemented by the Seller and in particular: -</p> <p>(a) Shall ensure all its member growers are registered through AMIS for purposes of inputs ordering and distribution.</p>	<p>IBARA YA 5 : MAJUKUMU YA CHAMA KIKUU CHA USHIRIKA.</p> <p>5. Kama Muuzaji ni mwanachama wa chama Kikuu chochote cha Ushirika, chama Kikuu kitakuwa sehemu ya Mkataba huu na atakuwa mwezeshaji mwenye jukumu maalumu la kuhakikisha kuwa Mkataba huu unatekelezwa ipasavyo na Muuzaji na hususan:-</p> <p>(a) Kuhakikisha wanachama wake wote wamesajiliwa kupitia mfumo wa AMIS kwa ajili ya uagizaji na ugawaji wa pembejeo.</p>

<p>(b) Receive from the Seller inputs requirements estimates.</p> <p>(c) Review and certify such estimates and coordinate inputs ordering.</p> <p>(d) Ensure that the Seller uses only non-genetically modified tobacco seeds (GMO), does not produce tobacco in excess of contracted volumes for sale to the Buyer.</p> <p>(e) Process maximum liability certificates issued by the Registrar of Cooperatives Societies.</p> <p>(f) Process loan facility application/s on behalf of the Seller to meet member's requirements under and pursuant to the Production Schedule.</p> <p>(g) Ensure good and effective extension services are provided in accordance with GAP/ALP principles and codes, either direct by the Tobacco Board, Union, the Buyer, or in collaboration with the Buyer, or through third party to its members, as the case may be.</p> <p>(h) Ensure transparency and efficiency in determining input prices in the Tobacco Council of Tanzania.</p>	<p>(b) Kupokea kutoka kwa Muuzaji makadirio ya mahitaji ya pembejeo.</p> <p>(c) Kupitia na kuthibitisha makadirio ya uzalishaji na kuratibu zoezi la uagizaji pembejeo kwa kushirikiana na muuzaji.</p> <p>(d) Kuhakikisha kwamba, muuzaji hatumii mbegu za tumbaku zisizo asili, yaani, genetically modified seeds (GMO) na kwamba hazalishi tumbaku zaidi ya kiasi kilichokubaliwa kuuzwa kwa mnunuzi.</p> <p>(e) Kutengeneza hati za ukomo wa madeni za kiwango cha juu zinazotolewa na Msajili wa vyama vya Ushirika.</p> <p>(f) Kushughulikia ombi/maombi ya huduma ya mkopo kwa niaba ya Muuzaji ili kukidhi mahitaji ya wanachama wake wazalishaji kulingana na Jedwali la Uzalishaji.</p> <p>(g) Kuhakikisha huduma za ugani zinatolewa kwa wakulima wanachama kulingana na taratibu nzuri na kanuni bora za kilimo ama moja kwa moja kupitia Bodi ya Tumbaku, Chama Kikuu, Mnunuzi au kwa kushirikiana na Mnunuzi au mtu wa tatu kama hali itakavyoruhusu.</p> <p>(h) Kuhakikisha kuna uwazi na ufanisi katika kupanga bei za pembejeo katika Halmashauri ya Tumbaku.</p>
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- (i) Represent Seller in International forums and in the Tobacco Council during tobacco grading and minimum indicative grade price negotiations.
- (j) Ensure that procured inputs are distributed in a timely manner to the Seller's members in accordance with their estimates and crop calendar.
- (k) Maintain an information link between the Seller, Buyer and the Financier on inputs distributed to the Seller and projected amount of tobacco to be produced.
- (l) Ensure that the loan facility with the Financier is paid in accordance with the Production Schedule, Loan Facility and Deed of Undertaking.
- (m) Ensure that the Seller keeps proper books of accounts and records of inputs received and distributed to its members.
- (n) Ensure that the accounts of the Seller are audited each year by recognized competent audit firm pursuant to the Cooperative Societies Act, 2013 and any subsequent amendments.

- (i) Kumwakilisha Muuzaji kwenye jukwaa la kimataifa na Halmashauri ya Tumbaku wakati wa kujadili bei za madaraja ya tumbaku.
- (j) Kuhakikisha kwamba, pembejeo zilizounuliwa zinasambazwa kwa wakati kwa wanachama wazalishaji wa Muuzaji kwa mujibu wa makisio na kalenda ya zao.
- (k) Kuendeleza uhusiano wa kupeana taarifa baina ya Muuzaji, Mnunuzi na Mgharimiaji kuhusu pembejeo zilizosambazwa kwa Muuzaji na kiasi cha tumbaku kilicholengwa kuzalishwa.
- (l) Kuhakikisha kwamba, mkopo uliotolewa na Mkopeshaji unalipwa kulingana na Jedwali la Uzalishaji, mkopo uliotolewa na Makubaliano ya Mkataba wa Makubaliano ya utekelezaji wa majukumu.
- (m) Kuhakikisha kwamba, Muuzaji anatumza vizuri vitabu vya hesabu na kumbukumbu za pembejeo zilizopokelewa na kusambazwa kwa wanachama wake.
- (n) Kuhakikisha kwamba, hesabu za Muuzaji zinakaguliwa kila mwaka na shirika la ukaguzi wa hesabu lenye uwezo na linalotambuliwa kwa mujibu wa Sheria ya Vyama vya Ushirika ya 2013 na

<p>(o) Visit the Seller from time to time for purposes of inspecting and supervising inputs distribution and inputs stocks position.</p> <p>(p) Provide support to the Seller in preparation of markets, mechanization and farmers' awareness of any developments affecting the industry, as agreed in the Council and directed by the Board.</p> <p>(q) Ensure that all of the Seller's members are fully paid with net proceeds from tobacco sales.</p> <p>(r) Ensure that the Seller's leaders who abuse their responsibilities with regard to this arrangement are reported to the appropriate authorities and legal actions are taken against them immediately.</p> <p>(s) Ensure that the agreed social responsibility programmes, which include but are not limited to elimination of child labour, environmental conservation measures, good agricultural practices, tree planting and care of seedlings, barn upgrades, use of protective clothing in the handling of green tobacco and all necessary/mandatory PPEs, are implemented by the Seller's members.</p>	<p>marekebisho yake endapo yatatokea.</p> <p>(o) Kumtembelea Muuzaji mara kwa mara kwa madhumuni ya kukagua na kusimamia usambazaji wa pembejeo na hali ya akiba ya pembejeo.</p> <p>(p) Kutoa msaada kwa Muuzaji katika kuandaa masoko, zana bora za kilimo na uelewa wa maendeleo yoyote yanayoathiri tasnia hii kama ilivyokubaliwa na Halmashauri ya Tumbaku na kuelekezwa na Bodi.</p> <p>(q) Kuhakikisha kwamba, wanachama wote wa Muuzaji wanalipwa kikamilifu kwa mapato halisi kutoka kwenye mauzo ya tumbaku.</p> <p>(r) Kuhakikisha kwamba, viongozi wa Muuzaji wanaotumia vibaya madaraka yao kuhusu utaratibu huu wanaripotiwa kwa mamlaka husika na hatua za kisheria zina kuchukuliwa dhidi yao mara moja.</p> <p>(s) Kuhakikisha kuwa programu za majukumu ya kijamii zilizokubaliwa, ambazo zinajumuisha lakini bila ukomo utokomezaji wa ajira kwa mtoto, utunzaji mazingira, taratibu nzuri za kilimo (GAP), upandaji miti na utunzaji miche, uboreshaji wa mabani utumiaji wa vifaa maalum vya kujikinga na homa itokanayo na uvunaji tumbaku yenye unyevu</p>
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<p>(t) Facilitate preparation and verification of outstanding debts, and ensure they are paid by the Seller’s members.</p> <p>(u) Ensure that the long term financing requirements including but not limited to adequate funding to construct curing barns are met.</p> <p>(v) Shall certify the Seller’s input debt is in line with the Production Schedule as agreed with the Buyer before commencement of the marketing season.</p> <p>(w) Assist when requested with issues of fraud during tobacco marketing, recovery of associated losses and mediate any dispute that arises between seller and their member growers.</p>	<p>(Green Tobacco Condition -GTC) na vifaa muhimu pamoja na vingine vya kujikinga na matumizi ya madawa zinatekelezwa na wanachama wa Muuzaji.</p> <p>(t) Kuwezesha utayarishaji na uthibitishaji madeni lala na kuhakikisha yanalipwa na wanachama wa Muuzaji.</p> <p>(u) Kuhakikisha kwamba mahitaji ya mkopo wa muda mrefu yanapatikana ikiwa ni pamoja na mahitaji ya kiasi cha kutosha kwa ajili ya kujengea mabani ya kukaushia tumbaku.</p> <p>(v) Kuhakikisha deni la Muuzaji la pembejeo, linalingana na hitaji la Jedwali la Uzalishaji kabla ya kuanza kwa msimu wa masoko.</p> <p>(w) Kuingilia kati ili kusaidia kunusuru/ kusaidia pale patakapojitokeza ubadhirifu wakati wa masoko na kurejesha upotevu uliohusika na kusuluhisha migogoro itakayojitokeza baina ya muuzaji na wanachama wake.</p>
<p>CLAUSE – 6: OBLIGATIONS OF THE BUYER</p> <p>6.1 The Buyer shall pay the Seller the net proceeds due for all tobacco sold to the Buyer and physically received, pursuant to this Agreement through an account nominated by the Seller as provided for</p>	<p>IBARA YA -6: WAJIBU WA MNUNUZI</p> <p>6.1 Mnunuzi atamlipa Muuzaji Mapato halisi anayodai kwa tumbaku yote iliyoteuliwa na kuuzwa kwa Mnunuzi na kupokelewa kwa mujibu wa Mkataba huu kupitia akaunti</p>

in the respective executed Deed/s of Undertaking signed by the Buyer, Seller and respective bank..

- (a)** In accordance with the Production Schedule shall purchase agreed quantities of tobacco from the Seller that is officially classified, and credit net sales proceeds into account to be nominated by the Seller. In each respective tobacco crop season, the Buyer shall not however be obliged to buy any volume of tobacco grown by the Seller which is more than 10% above the agreed volume (as defined clause 3.3).
- (b)** In accordance with the Production Schedule may provide extension services and any other technical support in collaboration with Unions to the Seller or through such agents and service providers as the Buyer may nominate.
- (c)** Pursuant to the respective Deed/s of Undertaking signed between the Bank, the Seller and the Buyer, the Buyer shall avail to the Financier records of outstanding loans owed to it by the Seller if any, detailing all deductions made from the sale proceeds strictly in accordance with the Production Schedule.
- (d)** Without prejudice to any of its own Social Responsibility Programmes, shall jointly

iliyopendekezwa na muuzaji kama ilivyoelezwa katika Mkataba wa Makubaliano wa kutekeleza majukumu (Deed of Undertaking) iliyosainiwa kati ya Mnunuzi, Muuzaji na Benki husika.

- (a)** Kwa kuzingatia Jedwali la Uzalishaji kununua tumbaku yote iliyoteuliwa rasmi kutoka kwa Muuzaji na kulipa fedha halisi za mauzo kwenye akaunti iliyoainishwa katika Mkataba wa Makubaliano ya kutekeleza majukumu. Izingatiwe kwamba, Mnunuzi hatalazimika/habanwi kununua kiasi cha tumbaku kilichozalishwa ambacho kinazidi asilimia 10% ya kiwango kilichokubaliwa katika Jedwali la Uzalishaji kama ilivyoainishwa katika kifungu cha 3.3 cha mkataba huu.
- (b)** Kulingana na Jedwali la Uzalishaji Mnunuzi anaweza kutoa huduma za ugani na msaada mwingine wowote wa kitaalamu kwa Muuzaji kwa kushirikiana na Vyama au kupitia kwa mawakala na watoa huduma kadiri Mnunuzi atakavyoona inafaa.
- (c)** Kulingana na Mkataba wa Makubaliano wa kutekeleza majukumu uliotiwa saina baina ya Benki, Muuzaji na Mnunuzi, Mnunuzi atatoa kumbukumbu za mikopo iliyopo inayodaiwa na benki kuhusu mdaiwa ambaye ni Muuzaji kama upo, zikieleza makato yote yaliyofanywa kutokana na mapato ya mauzo hasa kwa mujibu wa Jedwali la Uzalishaji.
- (d)** Bila kuathiri programu za Mnunuzi za huduma za jamii, ataungana pamoja na Muuzaji na Chama Kikuu cha Ushirika

<p>with the Seller and the Union undertake agreed social responsibility Programmes which include without limitation to elimination of hazardous child labour and any other worst forms of labour, environment conservation measures, preservation of forest and reforestation, and, good agricultural practices pertinent to green tobacco condition.</p> <p>(e) Ensure its business is carried out in compliance with the tobacco industry and applicable local legislations.</p>	<p>kutekeleza Programu inayojali jamii ambayo inajumuisha, lakini bila kikomo, kuondoa ajira mbaya kwa mtoto ikiwa ni pamoja na ajira hatarishi, hatua za kuhifadhi mazingira na Mpango bora wa kilimo hususan athari zitokanazo na homa ya kuvuna tumbaku mbichi (GTC).</p> <p>(e) Kuhakikisha biashara ya mnunuzi inafanywa kulingana na sheria za tasnia ya tumbaku na za nchi.</p>
<p>CLAUSE – 7: EXCLUSIVITY</p> <p>Parties agree, subject to terms and conditions of this agreement, and in particular the contracted volumes of tobacco, not to sell, or acquire for sale any tobacco of the description set out in the Production Schedule hereto other than for sale to the Buyer.</p>	<p>IBARA YA – 7: UPEKEE</p> <p>Muuzaji na Mnunuzi wanakubaliana kwa misingi ya masharti ya mkataba huu na hasa tumbaku ya mkataba kwamba, hawatauza wala kununua tumbaku kwa ajili ya kuuza kama ambavyo imeelezwa kwenye Jedwali la Uzalishaji zaidi ya kuuza kwa Mnunuzi.</p>
<p>CLAUSE-8: TOBACCO MARKETING</p> <p>8.1 Unless otherwise provided for, it is hereby agreed between the parties hereto that the stipulation herein contained as to tobacco marketing is a condition of the Agreement breach of which shall give the Buyer the right to reject the goods and treat the Agreement as repudiated after that breach being verified by the Board.</p> <p>8.2 The Seller shall ensure that all tobacco is baled in a baling shed / center under its supervision. After such baling, the baling center supervisor shall issue baling tickets, signed by him and tied to each bale.</p>	<p>IBARA YA 8: MASOKO YA TUMBAKU</p> <p>8.1 Isipokuwa kama itaelezwa vinginevyo, inakubaliwa kati ya pande husika kwamba, mapatano yaliyomo humu kuhusiana na uuzaji wa tumbaku ni sharti la mkataba ambalo uvunjaji wake utamfanya Mnunuzi kuwa na haki ya kukataa tumbaku na kuchukulia kwamba Mkataba huu umevunjika baada ya Bodi kuthibitisha uvunjifu huo.</p> <p>8.2 Muuzaji atahakikisha kwamba, tumbaku yote inafungwa kwenye robota (mabelo) katika banda/kituo cha kufunga tumbaku chini ya usimamizi wake. Baada ya ufungaji huo,</p>

Each signed ticket will confirm that the bale is presented according to prescribed standards and free from non-tobacco related material (NTRM).

8.3 The Seller shall not deliver to the central market any tobacco bales below 20 kilograms in weight and not more than 75 kilograms and the Buyer shall not be obliged to buy any bales under 20 kilograms in weight.

8.4 The Seller shall ensure that all tobacco delivered to the central market has been produced by its contracted members and the Seller further agrees it will not sell or acquire for sale any tobaccos from any persons or entities other than the Seller's members.

8.5 Parties shall ensure that all tobacco, the subject matter of this Agreement, is marketed at the market centers registered by the Board.

8.6 The Buyer shall pay to the Seller not less than the minimum indicative price per grade as unanimously agreed in the Council and registered by the Board (**Annexure No. 2**).

8.7 The Seller undertakes to sell clean, unadulterated tobacco which does not contain any Non-Tobacco Related Materials (NTRM).

8.8 Without prejudice to any legal measures which may be imposed against the Seller under the Tobacco Industry legislation, the Buyer shall have a right to refuse any tobacco that does not conform

msimamizi wa kituo cha kufungia atatoa stakabadhi za kufunga tumbaku zilizosainiwa na Muuzaji na kubandikwa katika kila robota. Kila stakabadhi iliyosainiwa itathibitisha kwamba, robota linawasilishwa kulingana na viwango vilivyowekwa na halina vitu visivyohusiana na tumbaku yaani NTRM.

8.3 Muuzaji hatapeleka sokoni marobota yoyote ya tumbaku yaliyo na uzito wa chini ya kilogramu 20 na usiozidi kilogramu 75 na Mnunuzi hatalazimika kununua marobota yoyote yaliyo na uzito wa chini ya kilogramu 20.

8.4 Muuzaji atahakikisha kuwa tumbaku yote iliyoletwa sokoni imezalishwa na wanachama wake na Muuzaji hatauzi au kununua tumbaku kwa ajili ya kuuza kwa mtu au taasisi yoyote zaidi ya ile iliyozalishwa na wanachama wake.

8.5 Pande zote zitahakikisha kwamba, tumbaku iliyokubaliwa kuuzwa na kununuliwa kwa mujibu wa mkataba huu, inauzwa katika vituo vya soko vilivyosajiliwa na Bodi.

8.6 Mnunuzi atamlipa Muuzaji kiasi kilichopangwa kisichopungua kiwango cha wastani wa chini wa bei ya tumbaku kwa daraja kilichojadiliwa na kukubaliwa kwa kauli moja na Halmashauri na kusajiliwa na Bodi (**Kiambatisho Na. 2**)

8.7 Muuzaji anakubali kuuza tumbaku safi, isiyochanganywa na kitu ambacho hakihusiani na tumbaku, yaani NTRM.

8.8 Bila ya kuathiri hatua yoyote ya kisheria ambayo inaweza kuamriwa dhidi ya Muuzaji chini ya Sheria ya Tasnia ya Tumbaku, Mnunuzi atakuwa na haki ya kuikataa

to this Agreement, including adulterated tobacco with NTRM before and after being verified and approved by the Board.

8.9 The parties shall sign PCN immediately after ending the classification exercise in the market. The Seller shall ensure that all tobacco is weighed into the Central market before classification. The Buyer reserves the right to reweigh all the tobacco onto truck for his records provided in case there is weight loss, the seller or member growers shall not be responsible for such loss.

8.10 The Buyer and the Seller and the transporter shall sign the PCN to confirm receipt of tobacco. The PCN shall contain the following particulars:-

- (a) Market day.
- (b) Market Number.
- (c) Bale Ticket Number
- (d) Total Number of the tobacco bales.
- (e) National grade
- (f) Weight and grade of tobacco in the bale.
- (g) Name and signature of the Buyer representative.
- (h) Name and signature of the Seller representative.
- (i) Name and signature of the transporter's representative.

8.11. The Buyer shall be responsible for removing the purchased tobacco from the market center within seven days after signing the stitching completion form. Failure of which, the Seller shall be compensated by the Buyer as follows:-

tumbaku yoyote ambayo haiendani na Mkataba huu, ikiwa ni pamoja na tumbaku iliyochanganywa na vitu vingine - NTRM kabla na baada ya kuhakikiwa na kuridhiwa na Mteuzi wa Bodi.

8.9 Pande zote husika zitasaini Mkataba wa Makubaliano wa kutekeleza majukumu mara tu baada ya kukamilika kwa uteuzi sokoni. Muuzaji atahakikisha tumbaku imepimwa kabla ya uteuzi. Mnunuzi anaweza kupima tumbaku iliyonunuliwa wakati wa kupakia tumbaku kwenye lori kwa ajili ya kumbukumbu zake na iwapo kutakuwa na uzito uliopungua Muuzaji au mkulima mwanachama hatawajibika na upotevu wa uzito huo.

8.10 Mnunuzi, Muuzaji na Msafirishaji watasaini Hati ya mkataba wa ununuzi kuthibisha upokeaji wa tumbaku. Hati ya mkataba wa ununuzi (PCN) itakuwa na maelezo yafuatayo:-

- (a) Siku ya soko
- (b) Namba ya soko
- (c) Namba ya Stakabadhi ya Robota
- (d) Jumla ya Idadi ya Marobota ya tumbaku
- (e) Daraja la Kitaifa
- (f) Uzito na daraja la tumbaku kwenye robota
- (g) Jina na saina ya mwakilishi wa Mnunuzi
- (h) Jina na Saina ya Mwakilishi wa Muuzaji
- (i) Jina na sahihi ya mwakilishi wa msafirishaji

8.11 Mnunuzi atawajibika kuondoa tumbaku iliyonunuliwa kutoka kwenye kituo cha Soko ndani ya siku saba kuanzia tarehe ya kusaini fomu ya kuthibitisha kuwa ushonaji wa mitumba umekamilika.

<p>a. If the tobacco is collected between 8 and 14 days after the market center declaration – compensation to PS will be 0.5% of the value of all tobacco bought on the market day.</p> <p>b. If the tobacco is collected between 15 and 21 days after the market—center declaration – compensation to PS will be 0.75% of the value of all tobacco bought on the market day.</p> <p>c. If the tobacco is collected after 21 days after the market center declaration – compensation to PS will be 1.0% of the value of all tobacco bought on the market day.</p> <p>8.11.1. The Buyer shall, in collaboration with the Union and the Board, prepare a schedule of markets so as to facilitate the orderly liquidation of input debt and payments to Sellers for tobacco purchases.</p>	<p>Endapo Mnunuzi atashindwa kuondoa tumbaku zake ghalani ndani ya siku saba atamfidia Muuzaji kama ifuatavyo:-</p> <p>(a) Kama tumbaku itachukuliwa kati ya siku nane(8) mpaka (14) baada ya kusainiwa kwa fomu za tamko la soko fidia itakuwa asilimia 0.5% ya thamani ya tumbaku yote iliyonunuliwa siku ya soko.</p> <p>(b) Kama tumbaku itachukuliwa kati ya siku kumi na tano (15) na Ishirini na Moja (21) baada ya kusainiwa kwa fomu za tamko la soko fidia itakuwa asilimia 0.75% ya thamani ya tumbaku yote iliyonunuliwa siku ya soko.</p> <p>(c) Kama tumbaku itachukuliwa baada ya siku Ishirini na Moja (21) baada ya kusainiwa kwa fomu za tamko la soko fidia itakuwa asilimia 1.0% ya thamani ya tumbaku yote iliyonunuliwa siku ya soko.</p> <p>8.11.1 Mnunuzi, kwa kushirikiana na Chama Kikuu na Bodi, atatarisha ratiba ya masoko ili kuwezesha ulipaji kwa mpangilio wa deni la pembejeo na malipo kwa wauzaji wa tumbaku.</p>
<p align="center">CLAUSE – 9: PAYMENT MODALITY</p> <p>9.1.1 The Buyer shall in collaboration with the Seller and its organizations if any, ensure that the reconciliation of the sales accounts is completed in time to effect payment within fourteen (14) days from the market day.</p> <p>9.1.2 In accordance with the production schedule the Buyer shall pay to the Seller to a</p>	<p align="center">IBARA YA -9: UTARATIBU WA MALIPO</p> <p>9.1.1 Mnunuzi kwa kushirikiana na Muuzaji na Chama Kikuu cha Ushirika kama kipo, atahakikisha kwamba, malinganisho ya hesabu za mauzo yanakamilika kwa wakati ili kutoa malipo ndani ya siku kumi na nne (14) kuanzia siku ya soko.</p> <p>9.1.2 Kwa mujibu wa Jedwali la uzalishaji, Mnunuzi atamlipa Muuzaji kupitia</p>

<p>designated account, nominated by the Seller as per respective Deed/s of Undertaking, net payment for every kilogram of tobacco classified, bought and physically delivered.</p> <p>9.1.3 Subject to clause 4.2(p), the Buyer shall pay the Into Store Costs (if any) at the rates and payment schedule as approved by the Council through an account nominated by the Seller.</p> <p>9.1.4 In accordance with Clause 7.1 within fourteen (14) days after signing of the PCN, the Buyer shall remit net sales proceeds for all Tobacco sold to the Buyer and physically received, pursuant to this Agreement through an account nominated by the Seller as provided for in the respective Deed/s of undertaking forming an integral part of the Agreement.</p>	<p>akaunti iliyochaguliwa na Muuzaji kwa mujibu wa Mkataba wa Makubaliano wa kutekeleza majukumu, kwa kila tumbaku inayonunuliwa na kupokelewa na Mnunuzi.</p> <p>9.1.3 Kwa mujibu wa kifungu cha 4.2 (p), Mnunuzi atalipa gharama za kuhifadhi tumbaku ghalani (kama zipo) katika viwango na ratiba ya malipo kama ilivyoidhinishwa na Halmashauri ya Tumbaku.</p> <p>9.1.4 Kwa mujibu wa kifungu cha 7.1 ndani ya siku kumi na nne (14) baada ya kusaini Hati ya mkataba wa ununuzi (PCN), mnunuzi atalipa mapato halisi ya mauzo kwa tumbaku zote zilizouzwa na kupokelewa na Mnunuzi kufuatana na Mkataba huu kupitia akaunti iliyochaguliwa na Muuzaji kama ilivyoelezwa katika Mkataba wa Makubaliano wa kutekeleza majukumu uliosainiwa ambao utakuwa sehemu muhimu ya Mkataba huu.</p>
<p>CLAUSE – 10: REGISTRATION OF THE BUYER AND SELLER</p> <p>10.1. By signing this Agreement, Parties confirm that they have been registered with the Board as tobacco buyers and tobacco sellers pursuant to the prevailing Tobacco Industry Legislation and shall comply with all the laws of the Country governing the tobacco industry.</p> <p>10.2. The Seller hereby confirms that all its contracted Growers have been registered by the Board as tobacco growers for the 2019/2020 tobacco crop season and they do comply with the minimum requirements of a registered tobacco grower</p>	<p>IBARA YA -10: USAJILI WA MNUNUZI NA MUUZAJI</p> <p>10.1. Kwa kutia saini Mkataba huu, Pande zote mbili zinathibitisha kwamba, zimesajiliwa na Bodi kama wanunuzi wa tumbaku na wauzaji wa tumbaku kufuatana na Sheria zilizopo za Tasnia ya Tumbaku na watafuata sheria zote za nchi zinazosimamia tasnia ya tumbaku.</p> <p>10.2. Muuzaji anathibitisha pia kuwa, wakulima wote walioko kwenye Chama chake wamesajiliwa na Bodi kama wakulima wa tumbaku kwa msimu wa kilimo 2019/2020 na wanazingatia masharti ya kusajiliwa</p>

<p>pursuant to the prevailing Tobacco Industry Legislations.</p>	<p>kwao kulima tumbaku kwa mujibu wa sheria zinazosimamia sekta ya tumbaku.</p>
<p>CLAUSE – 11: ASSIGNMENT AND MODIFICATION OF AGREEMENT</p> <p>11.1 No Party shall assign, in whole or in part, its obligations to perform under this Agreement, except with the prior written consent from the other Parties and that consent shall not be unreasonably withheld or delayed.</p> <p>11.2 No variation in or modification of the terms of the Agreement shall be accepted except by written amendment signed by the Parties.</p>	<p>IBARA YA -11: UHAWILISHAJI NA UBORESHAJI WA MKATABA</p> <p>11.1 Hakuna upande wowote utakaohawilishiwa, kwa ujumla au kwa sehemu, majukumu yake ndani ya Mkataba huu, isipokuwa kwa ridhaa ya maandishi kwanza kutoka upande mwingine na ridhaa hiyo haitazuiwa au kucheleweshwa bila ya sababu.</p> <p>11.2 Hakuna mabadiliko katika au marekebisho ya masharti ya Mkataba yatakyokubalika isipokuwa kwa marekebisho ya maandishi yaliyosainiwa na pande zote.</p>
<p>CLAUSE- 12: STATUTORY REQUIREMENTS</p> <p>The Seller warrants that the quality of the tobacco to be supplied under this Agreement complies in all aspects with all relevant requirements of statute, statutory rule or order or other instrument having the force of law which may be in force at the time when the same are sold.</p>	<p>IBARA YA -12: MASHARTI YA SHERIA</p> <p>Muuzaji anathibitisha kwamba, ubora wa tumbaku itakayosambazwa chini ya Mkataba huu unafuata kwa hali zote masharti yote muhimu ya sheria zozote zilizotungwa, kanuni zilizokubalika au agizo au sheria nyingine zenye utekelezaji wa sheria ambazo zinaweza kuwa zinatumiwa wakati ambapo tumbaku hizo zinazuzwa.</p>
<p>CLAUSE-13: BANKRUPTCY OR LIQUIDATION</p> <p>13.1 If either of the Parties being an individual or company shall at any time become bankrupt or shall having received an order or administration order made against him by Court or shall make any composition or arrangement with, or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if the Seller, being a company shall be wound up (not being a member's winding up for the purpose of</p>	<p>IBARA YA -13: KUFILISIKA AU KUFILISI</p> <p>13.1 Kama Mnunuzi au Muuzaji akiwa ni mtu binafsi, atafilisika wakati wowote au baada ya kupokea amri au amri ya kuwekwa chini ya usimamizi iliyotolewa dhidi yake na Mahakama au atafanya mapatano au mpangilio wowote au kwa manufaa ya wadaiwa wake, au atafanya uhawilishaji wowote au mpango kwa manufaa ya wadai wake au atadai kufanya hivyo, au kama Muuzaji, akiwa ni Kampuni atafutwa (asiwe mwanachama aliyefunga biashara</p>

<p>reconstruction or amalgamation) or if a receiver, or manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, or which entitle the court to make a winding up order, then the either Party shall be at liberty:-</p> <p>(a) To terminate the Agreement by thirty (30) days' notice in writing without penalty; or</p> <p>(b) To give any such receiver or liquidator or other person the option of carrying out this Agreement.</p> <p>13.2 The exercise of any of the rights granted under sub-Clause 13.1 hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer or the Seller.</p>	<p>zake kwa madhumuni ya kuundwa upya au kuungana) au ni msimamizi (Receiver), au meneja kwa niaba ya mdaiwa, atateuliwa, au kama mazingira yatatokea ambayo yanaipa mahakama au mdai kuteua msimamizi au meneja au ambayo yanaipa haki mahakama ya kuifunga, basi upande wowote utakuwa huru kufanya yafuatayo:-</p> <p>(a) Kuvunja Mkataba kwa taarifa ya siku thelathini (30) ya maandishi bila ya fidia; au</p> <p>(b) Kumpa msimamizi(receiver)yeyote au mfilisi au mtu mwingine uchaguzi wa kutekeleza Mkataba.</p> <p>13.2 Utekelezaji wa haki zozote zinazotolewa chini ya kifungu kidogo cha 13.1 hautadhuru au kuathiri haki yoyote au fidia ambayo itajitokeza/iliyokuwa kwa Mnunuzi au Muuzaji.</p>
<p>CLAUSE 14: INDEMNITY</p> <p>14 Each Party shall indemnify the other Party in respect of all damage, loss, illness or injury arising out of or connected with this Agreement or its performance in respect of any person or any property and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith to the extent that the same shall have been occasioned by the negligence of the either Party, his servants or agents, or their failure to comply with the provisions of this Agreement, or for any purpose connected with this Agreement. Provided, however that either Party shall indemnify the other Party in the event of failure to comply with the provisions of this Agreement.</p>	<p>IBARA YA- 14: KINGA/ FIDIA.</p> <p>14 Kila upande, baina ya Muuzaji na Mnunuzi utawajibika kwa upande mwingine dhidi ya uharibifu wowote au kuumia kunakoweza kutokea kabla ya kuisha muda wa Mkataba huu, kwa yeyote au kwa mali yoyote na dhidi ya matukio yoyote, madai, malalamiko, matakwa, gharama au matumizi yanayotokea kutokana na kiwango ambacho huyo atakayekuwa amesababisha uzembe aidha, yeye au watumishi wake au mawakala wake kwa madhumini yoyote yanayohusiana na Mkataba huu. Aidha, upande mmojawapo utawajibika kulipa upande mwingine fidia kutokana na kushindwa kuzingatia utekelezaji wa vipengele vya mkataba huu.</p>

<p>CLAUSE-15: WAIVERS</p> <p>15 No failure or delay by any party hereto in exercising any right or remedy provided by law or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.</p>	<p>IBARA YA 15: KUSAMEHE HAKI/MADAI</p> <p>15. Kushindwa au kuchelewa kwa upande wowote katika kutekeleza haki yake au fidia iliyotolewa na sheria au kulingana na mkataba huu itaondoa haki au fidia hiyo au utekelezaji au ichukuliwe kuwa ni kusamehe au mabadiliko yake yatazuia utekelezaji kwa wakati unaofuata na hakuna utekelezaji wa moja ya haki au sehemu ya haki yoyote au fidia itazuia utekelezaji wakati ujao.</p>
<p>CLAUSE-16: TERMINATION/CANCELLATION OF THE AGREEMENT</p> <p>16 If the Seller or the Buyer breaches any of their respective obligations of this Agreement or any agreements arising out of or in connection with this Agreement, then the other non-breaching Buyer or Seller as the case may be shall have the right to terminate this Agreement unless the Party committing such breach shall have cured such breach within thirty (30) days after written notification of such breach. Such right of termination is without prejudice to all other remedies available under law or contract to the non-breaching party. Provided however nothing in this Agreement shall prevent parties from exercising the right to terminate, for any other reason beyond this Agreement, with reasonable notice as stated in Clause 25 of this Agreement.</p>	<p>IBARA YA-16: KUVUNJA/KUFUTA MKATABA</p> <p>16 Endapo upande wowote utakiuka moja ya masharti yoyote ya Mkataba huu au makubaliano yoyote yanayojitokeza au kuhusiana na Mkataba huu, upande usiohusika na uvunjifu kati ya Mnunuzi au Muuzaji kama itakavyokuwa, utakuwa na haki ya kuvunja Mkataba isipokuwa kama upande uliokiuka mkataba huo utakuwa umerekebisha ukiukaji huo ndani ya siku thelathini (30) baada ya taarifa ya maandishi ya ukiukaji huo. Isipokuwa hakuna kipengele chochote ndani ya Mkataba huu kitakachozuia pande husika kuvunja Mkataba kwa sababu zozote zilizo nje ya Mkataba huu kwa kutoa notisi yenye muda stahili, yaani taarifa ya kutosha kama ilivyoainishwa kwenye Kifungu cha 25 cha Mkataba huu.</p>
<p>CLAUSE-17: FORCE MAJOREURE</p>	<p>IBARA 17: MAJANGA YASIYOZULIKA</p>

<p>17 None of the Parties may be liable for termination for default if and to the extent that failure to perform its obligations under the Agreement is the result of an event of Force Majeure. For purposes of this clause, “<i>Force Majeure</i>” means:-</p> <p>An event beyond the control of the Parties and not involving a Party’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a <i>Force Majeure</i> situation arises, the affected party shall promptly notify the other Parties in writing of such condition and the cause thereof. Provided however, acts from parties privy to this Agreement do not constitute acts of government and shall exclude the development or existence of economic conditions which may adversely affect the profitability of such party’s activities hereunder, acts or omissions of such party which constitute mismanagement or fraud on the part of such party or reduced productivity of labor employed by such party in its activity under this Agreement.</p>	<p>17. Upande wowote hautawajibika na uvunjaji wa mkataba huu kwa kushindwa kutekeleza wajibu wake chini ya Mkataba huu kutokana na matokeo ya tukio la Jambo Lisilozuilika (<i>Force Majeure</i> au lililo nje ya mamlaka ya pande husika). Kwa madhumuni ya kifungu hiki, “Jambo Lisilozuilika’ inamaanisha:-</p> <p>Jambo lililo nje ya uwezo wa pande zote na lisilohusisha ukosaji kwa upande wowote au uzembe na ambalo halitabiriki. Matukio kama hayo yanaweza kujumuisha, matendo ya vita au mapinduzi, moto, mafuriko, magonjwa, karantini, na vikwazo vya usafirishaji/uchukuzi. Kama itatokea mazingira ya Jambo Lisilozuilika, upande ulioathirika utazitaarifu kwa maandishi mara moja pande nyingine kuhusu hali hiyo na sababu zake. Hata hivyo, ili mradi vitendo vya Pande husika katika mkataba huu havikuwa sehemu ya vitendo vya Serikali na havitahusisha matokeo ya kiuchumi ambayo yanaweza kuathiri faida ya upande husika, vitendo au kutokutenda kumesababishwa na uongozi mbaya au udanganyifu wa upande husika au umetokana na kupungua kwa uzalishaji kutokana na waajiriwa wa upande husika katika kutekeleza mkataba huu.</p>
<p>CLAUSE-18: EVENTS OF DEFAULT</p> <p>18 Without limitation, the following events shall constitute an event of default under this Agreement which may warrant termination or claim for damages as the case may be: -</p> <p>18.1 The Seller fails to produce tobacco as agreed herein or decides to sell agreed</p>	<p>IBARA YA -18: MATUKIO YA KUKIUKA MKATABA</p> <p>18 Bila kikomo, matukio yafuatayo yatajumuisha tukio la kushindwa kutelekeza mkataba huu ambako kunaweza kusababisha kuvunjwa au kusababisha madai dhidi ya uharibifu kadri itakavyokuwa:-</p> <p>18.1 Muuzaji atashindwa kuzalisha tumbaku kama ilivyokubaliwa katika</p>

tobacco quantities on a run of crop to a party other than the Buyer or when the Buyer procures un-contracted tobacco.

18.2 The Seller uses genetic modified seeds and further fails to procure and apply inputs as provided for in the production schedule.

18.3 Either Party contravenes the Law, specifically Regulation 18 of the Tobacco Industry Regulations, 2011, any subsequent amendments as to the use of approved agrochemicals, minimum quantities of inputs as recommended, and the timing of applying such inputs.

18.4 The Seller is in breach of compliance of obligations as set out in **Clause 4.2 (r), (o), (s),(v) and (u)** as set out herein above.

18.5 The Seller fails to comply with its obligations of ensuring tree planting and seedling care amongst its members, and the use of protective clothing in the handling of Green Tobacco.

18.6 The Seller fails to obtain sufficient funding to finance the production of the agreed volumes of tobacco in a manner that conforms with the requirements of this Agreement.

mkataba huu au anaamua kuuza tumbaku kwa mpangilio wa zao (*run of crop*) kwa upande mwingine ambao si sehemu ya mkataba huu zaidi ya Mnunuzi au pale Mnunuzi atanunua tumbaku isiyo katika mkataba (un-contracted tobacco) .

18.2 Muuzaji kutumia mbegu za tumbaku zisizo za asili (GMO), na pia anashindwa kununua na kutumia pembejeo kama ilivyoelezwa katika Jedwali la uzalishaji.

18.3 Pande husika kukiuka matakwa ya Kisheria na hasa Muuzaji kukiuka kanuni ya 18 ya Kanuni za Tansia ya Tumbaku za Mwaka 2011 na marekebisho yoyote kuhusu matumizi ya madawa ya kilimo yaliyoidhinishwa, kiwango cha chini cha pembejeo kama ilivyopendekezwa na muda muafaka wa kutumia pembejeo hizo.

18.4 Muuzaji kukiuka majukumu yake kama yalivyoanishwa katika Kipengele cha **4.2** vipengele vidogo **(r),(o),(s),(v)** na **(u)**vya mkataba huu.

18.5 Muuzaji atashindwa kutimiza jukumu lake la upandaji miti kwa wanachama wake na utumiaji wa vifaa kinga wakati wa uzalishaji wa tumbaku mbichi.

18.6 Muuzaji anashindwa kuwa na uhakika wa kupata pembejeo stahili ili kukidhi hitaji la uzalishaji tumbaku unaoendana na matakwa ya mkataba huu.

<p>18.7 The Buyer fails to remit sale proceeds in the manner provided in this Agreement.</p> <p>18.8 The Buyer refuses to buy agreed quantities and varieties of classified tobacco produced by the Seller as agreed under this Agreement, for reasons not provided for in this Agreement.</p>	<p>18.7 Mnunuzi anashindwa kulipia mapato ya mauzo katika namna iliyoelezwa katika Mkataba huu.</p> <p>18.8 Mnunuzi atakataa kununua kiasi na ubora wa tumbaku iliyozalishwa na Muuzaji na kisha kuteuliwa na Bodi Muuzaji kama ilivyokubaliwa chini ya Mkataba huu, kwa sababu ambazo hazikubainishwa katika Mkataba huu.</p>
<p>CLAUSE – 19: DISPUTES RESOLUTION</p> <p>19.1 In the event of any dispute or difference arising between the Parties whether as to the rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, the Parties shall make every effort to resolve such dispute amicably by direct formal negotiation.</p> <p>19.2 If, after thirty (30) days from the commencement of such formal negotiations, the Parties have been unable to resolve amicably any dispute or difference, any party may by notice copied to the other Parties and the Council, refer such dispute to the Board for a formal arbitration. Subject to applicable laws, Parties reserve the right to agree and appoint an alternative independent arbitrator.</p>	<p>IBARA YA -19: KUTATUA MIGOGORO KWA AMANI</p> <p>19.1 Endapo kutatokea mgogoro wowote au tofauti zinazojitokeza kati ya pande husika, iwe katika haki na wajibu chini ya Mkataba huu au katika malalamiko yoyote, fedha au vinginevyo, kwa upande mmoja dhidi ya mwingine au kwa ufafanuzi na matumizi ya kanuni na masharti yoyote ya Mkataba huu, pande husika zitafanya kila jitihada kutatua mgogoro huo kwa njia ya amani kwa kutumia majadiliano rasmi ya moja kwa moja.</p> <p>19.2 Endapo baada ya siku thelathini (30) tangu kuanza kwa majadiliano hayo rasmi pande husika zitashindwa kutatua kwa amani mgogoro wowote au tofauti zilizojitokeza, upande wowote unaweza kuwasilisha taarifa Bodi na nakala kwa pande nyingine na Halmashauri, kwa usuluhishi rasmi kwa kutumia sheria za Tanzania. Kila pande husika zitakuwa na haki ya kuteua msuluhishi wa kujitegemea.</p>

<p>19.3 The Board or appointed arbitrator by the Parties shall determine the dispute by the Parties and deliver the award on the matter within twenty-eight (28) days from the date of the completion of submission of both Parties.</p> <p>19.4 The arbitration shall be conducted in English/Swahili and the arbitration shall be held in Tanzania.</p> <p>19.5 The delivered award on the dispute by the Parties shall be final and binding.</p> <p>19.6 In determining the dispute under this Agreement, the Board or appointed Arbitrator shall have all powers vested to the Arbitrator under the Arbitration Act, CAP. 15, R.E 2002 of the Laws of Tanzania and its subsequent amendments.</p>	<p>19.3 Bodi au msuluhishi aliyeteuliwa na pande husika wataamua mgogoro na pande husika na kutoa uamuzi kuhusu jambo hilo ndani ya siku ishirini na nane tangu tarehe ya kukamilisha uwasilishaji wa hoja / ushahidi wa pande zote mbili.</p> <p>19.4 Usuluhishi utaendeshwa kwa lugha ya kiingereza/kiswahili na utafanyikia Tanzania.</p> <p>19.5 Uamuzi utakaotolewa kwa pande husika katika mgogoro utakuwa ni wa mwisho na unazifunga pande zote .</p> <p>19.6 Katika kuamua mgogoro chini ya Mkataba huu, Bodi au Msuluhishi aliyeteuliwa atakuwa na madaraka yote aliyonayo Msuluhishi chini ya Sheria ya Usuluhishi Sura ya 15 Kama ilivyofanyiwa marekebisho 2002 (<i>Arbitration Act, CAP. 15, R.E 2002</i>) ya Sheria za Tanzania na marekebisho yake.</p>
<p>CLAUSE – 20: APPLICABLE LAW</p> <p>20 This Agreement shall be interpreted in accordance with the Laws of the United Republic of Tanzania.</p>	<p>IBARA YA -20: SHERIA INAYOTUMIKA.</p> <p>20 Mkataba huu utafafanuliwa kwa mujibu wa Sheria za Jamhuri ya Muungano wa Tanzania.</p>
<p>CLAUSE – 21: NOTICES</p> <p>21 Any notice given by one Party to any of the others pursuant to this Agreement shall be sent to such other Party in writing by hand delivery to such Party’s address or by cable, telex, email or facsimile and confirmed by hand delivered copy. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>	<p>IBARA YA -21: TAARIFA</p> <p>21 Taarifa yoyote inayotolewa na upande mmoja kwa pande nyingine zozote kufuatana na Mkataba huu itapelekwa kwa upande mwingine kwa maandishi au kupelekwa kwa mkono kwa anwani ya upande husika au kwa kebo, teleksi au barua pepe au nakala halisi kuthibitishwa kupokelewa kwa mkono. Taarifa itakuwa kamili pindi ipokelewapo au tarehe notisi hiyo ilipotolewa, kati ya tarehe hizo yoyote itakayokuwa ya mwisho.</p>

<p>CLAUSE – 22: GOOD FAITH</p> <p>22.1.Each Party hereto will act in good faith diligently and honestly with the other in the performance of their responsibilities under this Agreement and nothing will be done to jeopardize the interest of the other.</p> <p>22.2. Parties to this contract confirm that, there is no conflict of interests as between them except as herein disclosed.</p>	<p>IBARA YA-22: NIA NJEMA</p> <p>22.1. Kila upande ndani ya mkataba huu utajitahidi kwa nia njema, umahiri na uaminifu kwa upande mwenza, kutimiza majukumu yake chini ya Mkataba huu na hakuna kitakachofanywa kuhatarisha maslahi ya mwingine.</p> <p>22.2. Pande zote katika mkataba huu zinathibitisha kwamba, hakuna mgongano wa maslahi kati yao, isipokuwa kama ilivyokwisha wekwa wazi katika mkataba huu.</p>
<p>CLAUSE -23: CONDITION OF SALE</p> <p>22 Unless otherwise agreed in writing by the Parties herein, these conditions supersede any earlier sets of conditions between the Parties and shall override any previous terms or conditions stipulated, incorporated or referred to by the Parties in any negotiations or otherwise.</p>	<p>IBARA YA -23: MASHARTI YA MAUZO</p> <p>22. Labda ikubaliwe vinginevyo kwa maandishi na pande husika, masharti haya yanachukua nafasi ya orodha ya masharti yoyote ya awali kati ya pande husika na yana uzito wa Kisheria kuzidi kanuni na masharti yoyote yaliyowekwa awali, kusajiliwa au kutumiwa na pande husika iwe katika majadiliano yoyote au vinginevyo.</p>
<p>CLAUSE -24: THE ENTIRE AGREEMENT</p> <p>24.1. This Agreement sets out the entire agreement and understanding between Parties in respect of tobacco buying for the crop season 2019/2020.</p> <p>24.2.This Agreement has been concluded in Swahili and English, and in the event of conflict between the two versions, the English version shall be used for clarification.</p>	<p>IBARA YA 24 - MKATABA MZIMA</p> <p>24.1. Mkataba huu, unaainisha mkataba mzima na maelewano kati ya pande husika kwa ajili ya kuuza tumbaku msimu wa kilimo 2019/2020.</p> <p>24.2. Mkataba huu umesainiwa katika lugha ya Kiswahili na Kiingereza, na ikiwa kutatokea mgongano kati ya lugha hizi mbili katika mkataba huu, basi toleo la lugha ya Kiingereza litatumika kutoa ufafanuzi.</p>

<p>CLAUSE -25: RENEWAL/NON CONTINUITY OF BUSINESS</p> <p>25. During three (3) months prior to the expiry of this Agreement, the parties shall meet to discuss renewal/non-renewal of the Agreement after the end of the next crop season (one season) on such terms and conditions as shall be mutually agreed by both parties. This clause is based on the nature of tobacco business crop.</p>	<p>IBARA YA - 25: UHUSHAJI/KUTOKUENDELEA NA BIASHARA</p> <p>25. Ndani ya miezi mitatu (3) kabla ya kipindi cha Mkataba huu kumalizika, pande zote mbili zitakutana na kuongea kwa maana ya kupatana na kuelewana juu ya kufunga/kutkufunga Mkataba mwingine baada ya mwisho wa msimu unaofuata (msimu mmoja). Sharti hili la taarifa linazingatia hali halisi ya mazingira ya biashara na kilimo cha tumbaku.</p>
<p>IN WITNESS WHEREOF, the parties hereto through their dully authorized representative/s, has/have respectively executed these presents this day of, 20..... in the manner hereinafter appearing.</p> <p>SEALED AND DELIVERED by BUYER before us this day of, 20.....</p> <p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Date:</p> <p>In the presence of:</p> <p>Name:.....</p> <p>Address:.....</p> <p>Title:.....</p> <p>Signature:.....</p>	<p>UMESHUHUDIWA NA kila upande kupitia kwa mwakilishi wake aliyeidhinishwa ipasavyo, ambao wamesaini Mkataba huu leo mwezi, 20..... kama inavyoonekana hapa.</p> <p>UMESAINIWA, KUGONGWA MUHURI NA KUPOKELEWA na MNUNUZI leo tarehe mwezi mwaka 20.....</p> <p>Jina:</p> <p>Cheo:</p> <p>Saini:</p> <p>Tarehe:</p> <p>Mbele ya:</p> <p>Jina:</p> <p>Anwani:</p> <p>Cheo:</p> <p>Saini:</p>

Date:

SEALED and DELIVERED by SELLER before us this day of 20.....

Name:

Title:

Signature:

Date:

In the presence of:

Name:.....

Address:

Title:

Signature:

SEALED and DELIVERED by the COOPERATIVE UNION LTD on this day of 20.....

Name:

Title:

Signature:

Date:

(Official Stamp)

Tarehe:

UMESAINIWA, KUGONGWA MUHURI NA KUPOKELEWA na MUUZAJI leo tarehe mwezi mwaka 20.....

Jina:

Cheo:

Saini:

Tarehe:

Mbele ya:

Jina:

Anwani:

Cheo:

Saini:.....

UMESAINIWA, KUGONGWA MUHURI NA KUPOKELEWA na CHAMA CHA USHIRIKA leo tarehe mwezi mwaka 20.....

Jina:

Cheo:

Saini:

Tarehe:

(Mhuri)

This Agreement has been witnessed by:-

Name:
(Assistant Registrar)

Address:

Title:

Signature:

Date:

Mbele ya:-

Jina:.....
(MRAJIS MSAIDIZI)

Anwani:

Cheo:

Saini:

Tarehe:

JEDWALI LA UZALISHAJI

Jedwali la Uzalishaji (JU) linaunda sehemu muhimu ya Mkataba wa Kununua Tumbaku wa tarehe ulioingiwa kati ya Ms. (humu atajulikana kama “**Mnunuzi**”), kwa upande mmoja na(humu atajulikana kama “**Muuzaji**”), na chama chake cha Ushirika husika, kwa upande mwingine.

Jedwali hili la Uzalishaji linahusiana mahususi na ulimaji wa tumbaku, utoaji wa huduma za ugani kufuatana na hali halisi na shughuli za kununua kwa mwaka na ni sehemu muhimu ya Mkataba wa Kununua Tumbaku.

AMBAPO inakubaliwa kati ya pande husika kwamba, kwa msimu wa zao uliotajwa :-

1. Jedwali la bei elekezi ya madaraja ya tumbaku (**kiambatisho Na. 2**) kwa Msimu wa 2019/2020 kama ilivyopitishwa na Halmashauri ya Tumbaku litatumika wakati wa kununua tumbaku.
2. Muuzaji anakusudia kulima zao lililokadiriwa la kilogramu za Tumbaku kwa ajili ya kuuza kwa Mnunuzi chini ya masharti ya MKATABA WA KUNUNUA TUMBAKU baina ya pande husika kama ilivyotajwa hapo juu.
3. Chama kikuu cha Ushirika, kitahakikisha pembejeo zifuatazo zinasambazwa kwa Muuzaji chini ya masharti ya mkataba wa Ugharimiaji na Ununuzi wa Pembejeo za Tumbaku kati ya pande husika:-

Maelezo ya pembejeo	Kiasi	Idadi	Bei	Thamani	Madhumuni

4. Pande husika kwa pamoja zinakubaliana kwamba deni ambalo muuzaji anadaiwa na Mnunuzi kwa tarehe ya kusaini mkataba huu ni kama ifuatavyo:

Kuhusiana na deni la pembejeo za msimu uliopita: USD.

Kuhusiana na karadha chini ya mikataba tofauti iliyofanywa kwa madhumuni mengine:
 USD.

5. Muuzaji atasambaza pembejeo kwa wakulima na wanachama wake kama ilivyoelezwa kwa pembejeo zilizokadiriwa kama zilivyowasilishwa na Chama.

6. Mnunuzi atatoa huduma zifuatazo kwa Muuzaji:

a) _____

b) _____

c) _____

7. Mnunuzi atanunua kiwango cha juu cha kilogramu za tumbaku.

8. Muuzaji atahakikisha wanachama wote wanatii mwongozo wa chini wa wanunuzi na kufuata (Mazoea ya Kazi ya Kilimo, kilimo msitu, majiko bora ya mabani na mipango mingine).

9. Kama ukitokea mgogoro kuhusiana na Jedwali hili la Uzalishaji, ibara ya utatuzi wa mgogoro kama ilivyotajwa kwenye mkataba mkuu wa Ununuzi wa tumbaku itatumika.

UMETIWA SAINI, KUPIGWA MHURI NA KUTOLEWA kwa ajili ya na kwa niaba ya:

1. M/S (MNUNUZI). M/s..... (SHAHIDI)

Jina: Jina:

Cheo: Cheo:

Saini: Saini:

Tarehe: Tarehe:

2. M/S (MUUZAJI).M/s..... (SHAHIDI)

Jina: Jina:

Cheo: Cheo:

Saini: Saini:

Tarehe: Tarehe:

3. M/S (CHAMA).M/s..... (SHAHIDI)

Jina:

Jina:

Cheo:

Cheo:

Saini:

Saini:

Tarehe:

Tarehe:

MHURI RASMI:

UMESHUHUDIWA NA MRAJIS MSAIDIZI WA VYAMA VYA USHIRIKA

Jina:

Jina:

Cheo:

Cheo:

Saini:

Saini:

Tarehe

Tarehe:

MHURI RASMI:

PRODUCTION SCHEDULE

This Production Schedule (PS) which is reviewed annually forms an integral part of the Tobacco Buying Agreement dated _____ entered into between Ms _____ (Hereinafter referred to as “**the Buyer**”) on one part and _____ (hereinafter referred to as the “**Seller**”), and its respective UNION on the other part.

This Production Schedule relates specifically to tobacco growing, provision of extension services as the case may be within a given crop season.

WHEREBY it is agreed between the Parties that, for the season specified herein: -

1. The minimum indicative grade price matrix negotiated and unanimously agreed in Council and registered by the Board for the crop season 2019/2020 shall be applicable during buying.
2. The Seller on behalf of its members intends to grow an agreed crop volume of kilograms of Tobacco for sale to the Buyer under the terms of the **TOBACCO BUYING AGREEMENT BETWEEN** the Parties as specified above.
3. The Union shall ensure the following inputs are supplied to the Seller under the terms of the Tobacco Buying agreement between the parties: -

Description of input	Quantity	Units	Price	Value	Purpose

4. The Parties mutually agree that the debt owed by the Seller to the Buyer at the date of signing this is as follows: -

In respect of previous seasons' input debt: USD _____

In respect of advances under separate Agreements entered into for other purposes USD _____

5. The Seller shall distribute the inputs to its member growers as specified in the inputs estimated as submitted to the Union.

6. The Buyer shall supply the following services to the Seller:

- (a) _____
- (b) _____
- (c) _____

7. The Buyer shall buy a maximum of _____ kilograms of tobacco from the Seller as outlined in this Grower Production schedule.

8. The Seller shall ensure that all members comply with the buyers minimum agricultural guidelines and compliance (Agricultural Labour Practices, agro-forestry, modern/improved barn furnace and other programs).

9. In the unlikely event of a dispute as to the substance of the Production Schedule, the dispute resolution clause as provided for in the main Agreement will come into play.

SEALED AND DELIVERED for and on behalf of:-

1. M/s _____ (BUYER): M/s _____ (WITNESS)

Name: _____

Name: _____

Designation _____

Designation: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

2. M/s _____ (SELLER): M/s _____ (WITNESS).

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

3. M/s _____ (UNION):M/s _____ (WITNESS)

Name: _____

Designation: _____ (Official-Stamp).

Title: _____

Signature: _____

Date: _____

WITNESSED BY THE REGISTRAR / ASSISTANT REGISTRAR OF COOPERATIVE SOCIETIES:

Name: _____

Designation: _____

Signature: _____ (Official-Stamp)

Date: _____

MINIMUM TOBACCO AVERAGE GRADE PRICES CROP SEASON 2019/2020

HALMASHAURI YA TUMBAKU TANZANIA

BEI YA MADARAJA YA TUMBAKU YA MVUKE MSIMU WA KILIMO 2019/2020 KWA DOLA ZA KIMAREKANI

NAMBA	DARAJA	BEI KWA KILO
1	X10	1.866
2	X1L	1.828
3	X20	1.687
4	X2L	1.627
5	X30	1.250
6	X3L	1.190
7	X40	0.900
8	X4L	0.880
9	X50	0.650
10	X5L	0.620
11	XOV	0.422
12	XLV	0.399
13	XOJ	0.247
14	XLJ	0.237
15	XOK	0.147
16	XLK	0.142
17	XN10	0.450
18	XN1L	0.430
19	XN20	0.379
20	XN2L	0.365
21	XNK	0.141
22	C10	2.118
23	C1L	2.020
24	C20	1.925
25	C2L	1.850
26	C30	1.451
27	C3L	1.390
28	C40	1.120
29	C4L	1.050
30	BO	0.120
31	BL	0.100

NAMBA	DARAJA	BEI KWA KILO
32	L10F	2.842
33	L20F	2.497
34	L30F	2.180
35	L40F	1.750
36	L50F	1.423
37	L10	2.721
38	L1L	2.500
39	L20	2.478
40	L2L	2.220
41	L30	2.148
42	L3L	1.800
43	L40	1.630
44	L4L	1.500
45	L50	1.320
46	L5L	1.200
47	LR	1.256
48	LOV	0.870
49	LLV	0.850
50	LOJ	0.183
51	LLJ	0.173
52	LOK	0.172
53	LLK	0.170
54	N10	0.648
55	N1L	0.626
56	N20	0.628
57	N2L	0.606
58	NK	0.145
59	LOKD	0.153
60	LLKD	0.150
61	LOG	0.165
62	LLG	0.155

Louis Roussos 15/8/2019
 Louis Roussos Date
 Mwenyekiti - Halmashauri ya Tumbaku Tanzania

Mrisho Rashidi Simba
 Mrisho Rashidi Simba
 Mwakilishi wa Wakulima

15/08/2019
 Date

Gulila U. Mwakosya
 Gulila U. Mwakosya
 Mwakilishi wa Wakulima

15/08/2019
 Date

Emmanuel Charahani Peter
 Emmanuel Charahani Peter
 Mwakilishi wa Wakulima

15/08/2019
 Date

Simon Peverelle 15/08/2019
 Simon Peverelle Date
 Mkurugenzi Mkuu - Alliance One Tobacco Tanzania Ltd

P.P. Mainetti 15/08/2019
 Philip Mainetti Date
 Mkurugenzi Mkuu - Premium Active Tanzania Ltd

John Gauna 15/08/2019
 John Gauna Date
 Mkurugenzi Mkuu - JTI Leaf Services Ltd

TANZANIA TOBACCO COUNCIL

MINIMUM INDICATIVE FLUE CURED GRADE PRICES FOR 2019/20 SEASON IN US-DOLLARS

S/No	GRADE	PRICE Per KG
1	X10	1.866
2	X1L	1.828
3	X20	1.687
4	X2L	1.627
5	X30	1.250
6	X3L	1.190
7	X40	0.900
8	X4L	0.880
9	X50	0.650
10	X5L	0.620
11	XOV	0.422
12	XLV	0.399
13	XOJ	0.247
14	XLJ	0.237
15	XOK	0.147
16	XLK	0.142
17	XN10	0.450
18	XN1L	0.430
19	XN20	0.379
20	XN2L	0.365
21	XNK	0.141
22	C10	2.118
23	C1L	2.020
24	C20	1.925
25	C2L	1.850
26	C30	1.451
27	C3L	1.390
28	C40	1.120
29	C4L	1.050
30	BO	0.120
31	BL	0.100

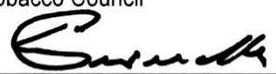
S/No	GRADE	PRICE Per KG
32	L10F	2.842
33	L20F	2.497
34	L30F	2.180
35	L40F	1.750
36	L50F	1.423
37	L10	2.721
38	L1L	2.500
39	L20	2.478
40	L2L	2.220
41	L30	2.148
42	L3L	1.800
43	L40	1.630
44	L4L	1.500
45	L50	1.320
46	L5L	1.200
47	LR	1.256
48	LOV	0.870
49	LLV	0.850
50	LOJ	0.183
51	LLJ	0.173
52	LOK	0.172
53	LLK	0.170
54	N10	0.648
55	N1L	0.626
56	N20	0.628
57	N2L	0.606
58	NK	0.145
59	LOKD	0.153
60	LLKD	0.150
61	LOG	0.165
62	LLG	0.155



Mrisho Rashidi Simba
Farmers Representative

 15/8/2019
Date
Louis Roussos
Chairman - Tanzania Tobacco Council

15/08/2019
Date

 15 08 2019
Date
Simon Peverelle
Managing Director - Alliance One Tobacco Tanzania Ltd

 13/08/2019
Date
Gulila U. Mwakosya
Farmers Representative

 15/08/2019
Date
Philip Mainetti
Managing Director - Premium Active Tanzania Ltd

 15/08/2019
Date
Emmanuel Charahani Peter
Farmers Representative

 15/08/2019
Date
John Gauna
Managing Director - JTI Leaf Services Ltd

15. 8. 2019

HALMASHAURI YA TUMBAKU TANZANIA

BEI YA MADARAJA YA TUMBAKU YA MOSHI KWA MSIMU WA KILIMO 2019/2020

DOLA ZA KIMAREKANI

NAMBA	MADARAJA	BEI KWA KILO USD
1	1XX	\$2.15
2	2XX	\$1.92
3	3XX	\$1.75
4	4XX	\$1.45
5	5XX	\$0.60
6	LAC	\$1.85
7	SAC	\$1.33
8	LXXV	\$1.50
9	SXXV	\$1.12
10	LACV	\$1.18
11	SACV	\$0.83
12	XXND	\$0.42
13	ACND	\$0.33
14	NDC	\$0.25
15	DSC	\$0.20

Louis Roussos
Louis Roussos
Mwenyekiti - Halmashauri ya Tumbaku Tanzania

15/8/2019
Tarehe

P.P HARRY Klonaridis
Phillip Mainetti
Mkurugenzi Mkuu - Premium Active Tanzania Limited

15/8/2019
Tarehe

SALUM JUMA BRASHI
Salum Brashi
SONAMCU / Mwakilishi wa Wakulima

15-08-2019
Tarehe

ANNEXURE 3

GROWER SCHEDULE

This Grower Schedule (GPS), which is reviewed annually, forms an integral part of the Tobacco Buying Agreement dated _____ entered into between Ms _____ (Hereinafter referred to as “the Buyer”) on one part, _____ (hereinafter referred to as the “Seller”), and its UNION on the other part.

This Grower Schedule relates specifically to the growers contracted by the Co-operative Union to produce the desired quality and quantity of Tobacco on its behalf for sale to the “Buyer” as the case may be within a given crop season. Such Tobacco grown shall exceed the minimum guidelines outlined by this agreement, the buyers extension officers and the tobacco Act with particular focus on following Minimum Agricultural Standards, Barn upgrade commitments, agroforestry commitments and labour practices commitments to ensure the long term sustainability of the crop.

WHEREBY it is agreed between the Parties that, for the season specified herein:-

The growers contracted by the Co-operative Union to supply tobacco in the quantity and quality outlined in this agreement are:-

TTB Number	Name	Grower’s Farm GPS	Tobacco Hectares	Kgs contracted	# Barns (Converted)	# Barns (Single Furnace)	# planted trees (2019)	# planted trees in (2018)

Kiambatisho Na. 3

JEDWALI LA MKULIMA

Hili Jedwali la Mkulima (GPS), ambalo linakaguliwa kila mwaka, ni sehemu muhimu ya Mkataba wa Ununuzi wa Tumbaku ulioingiwa leo tarehe _____ mwezi _____ mwaka 2019 kati ya _____ (hapo baadaye atajulikana kama "Mnunuzi") kwa sehemu moja, _____ (baadaye atajulikana kama "Muuzaji") na UNION yake kwa upande mwingine.

Hili Jedwali la Wakulima linahusiana hasa na wakulima wenye mikataba na Chama cha Msingi cha Ushirika kuzalisha tumbaku nyingi na yenye ubora kwa niaba yake kwa ajili ya kumwuzia Mnunuzi kama itakavyokuwa kwa ajili ya msimu wa kilimo husika. Tumbaku itakayopandwa itazidi kiwango cha chini kilichoelekezwa katika mkataba huu, maelekezo ya Maafisa Ugani wa Mnunuzi, matakwa ya Sheria ya Sekta ya Tumbaku, kwa kuzingatia hasa viwango vya chini vya kanuni za Kilimo, ahadi za uboreshaji wa mabani, ahadi za upandaji miti na ahadi za uzingatiaji wa misingi ya kilimo bora na kuhakikisha uendelevu wa muda mrefu wa kilimo cha tumbaku.

HIVYO, inakubalika kati ya Pande husika kwamba, kwa msimu uliowekwa hapa:-

Wakulima wenye mikataba na Chama cha Msingi cha Ushirika kuzalisha tumbaku kwa wingi na yenye ubora ilivyoainishwa katika makubaliano haya ni:-

Namba ya TTB	Jina	Hekta	Hekta za tumbaku	Kilo za mkataba	Idadi ya Mabani (yaliyobo reshwa)	Idadi ya Bani (Jiko Moja)	Idadi ya miti pandwa (2019)	Idadi ya miti iliyopo (2018)

CONTRACT TEMPLATE BETWEEN SELLER AND ITS MEMBERS