

No. 4129

**UNITED STATES OF AMERICA
and
GHANA**

**General Agreement for a programme of technical co-
operation. Signed at Accra, on 3 June 1957**

Official text: English.

Registered by the United States of America on 20 December 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
GHANA**

**Accord général relatif à un programme de coopération
technique. Signé à Accra, le 3 juin 1957**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 20 décembre 1957.

No. 4129. GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR A PROGRAMME OF TECHNICAL CO-OPERATION. SIGNED AT ACCRA, ON 3 JUNE 1957

The Government of the United States of America and the Government of Ghana have agreed as follows :

Article I

CO-OPERATION AND ASSISTANCE

1. The Government of the United States of America and the Government of Ghana undertake to establish the basis for co-operation in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and co-ordinated development of the economic resources and the productive capacities of Ghana in the manner hereinafter set forth. In conformity with this agreement, particular technical co-operation projects will be developed to achieve those purposes, and these will be carried out pursuant to written arrangements which may later be made between representatives of any agency of the Government of the United States designated by that Government to carry out operational responsibilities in connection with technical co-operation projects (referred to below as the " Agency ") and representatives of the appropriate Ministries and agencies of the Government of Ghana directly participating in such technical co-operation projects, or between other representatives designated by the two Governments.

2. The Government of Ghana, through its duly designated representatives, in co-operation with representatives of the Government of the United States of America and representatives of appropriate international organizations, will endeavour to co-ordinate and integrate all technical co-operation programmes which may be carried on in Ghana.

3. The Government of Ghana will co-operate in the mutual exchange of technical knowledge and skills with other countries participating in technical co-operation programmes associated with that carried on in accordance with this Agreement.

4. The Government of Ghana will endeavour to make effective use of the results of the programme carried on in accordance with this Agreement.

¹ Came into force on 3 June 1957, the date of signature, in accordance with article VII (1).

5. The two Governments will, upon request of either of them, consult with regard to any matter relating to the application of this Agreement to agreements and arrangements heretofore or hereafter concluded between them, or to operations pursuant to such agreements or arrangements.

Article II

INFORMATION AND PUBLICITY

1. The Government of the United States of America and the Government of Ghana will communicate to one another in a form and at intervals to be mutually agreed upon :

- (a) information concerning projects, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment and services provided thereunder;
- (b) information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, both Governments will make public in their respective countries periodic reports on the technical co-operation programme carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments of the United States of America and Ghana will give full publicity to the objectives and progress of the technical co-operation programme carried on in accordance with this Agreement.

Article III

THE MISSION

1. The Government of the United States of America will furnish a group of technicians and specialists to collaborate in carrying out the technical co-operation programme. The size and composition of this group will be determined by the Government of the United States of America after consultation with the Government of Ghana. This group may be constituted as a Mission (hereinafter referred to as the "Mission") which may carry such designation as may be assigned by the Government of the United States of America, and will be under the supervision of a Director (hereinafter referred to as the "Director"). The Director and other members of the Mission will be appointed by the Government of the United States of America subject to prior acceptance by the Government of Ghana.

2. The Government of Ghana will, upon proper notification from the Ambassador or the Chargé d'Affaires of the United States of America in Ghana,

consider the Mission and its personnel as part of the Embassy of the United States of America in Ghana for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank, and will give full co-operation to the Mission including the furnishing of facilities necessary for the purpose of carrying out the provisions hereof.

Article IV

RIGHTS AND EXEMPTIONS

1. All technical and administrative personnel financed by the Government of the United States of America, except citizens or permanent residents of Ghana, whether employed directly by that Government or under contracts financed by that Government with public or private organizations, who are present in Ghana to perform work for the technical co-operation programme and whose entrance into the country has been approved by the Government of Ghana under the terms of Article III hereof, shall be exempted from all income and social security taxes levied in Ghana with respect to income upon which they are obligated to pay taxes of a similar kind to the Government of the United States of America; from taxes on the ownership or use of personal property (including automobiles) intended for their own use; and from payment of any other taxes, duties or fees from which diplomatic personnel of the Embassy of the United States of America in Ghana are now exempt.

2. The technical and administrative personnel referred to in the foregoing paragraph may at any time during official residence in Ghana import and export free of customs duties, import and export taxes, consular fees and similar taxes and fees, their household goods, baggage and personal effects (including an automobile for each such individual), as well as other articles necessary for their own use and that of their families.

3. Any supplies, materials, equipment or funds introduced into or acquired in Ghana by the Government of the United States of America, or any contractor financed by that Government, for purposes of any programme or project conducted pursuant to this Agreement shall, while such supplies, materials, equipment or funds are used in connection with such a programme or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Ghana; and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a programme or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Ghana.

4. Funds introduced into Ghana for the purposes of this Agreement shall be convertible into currency of Ghana, as required for such purposes, at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in Ghana.

Article V

ADMINISTRATION OF THE PROGRAMME

1. The implementation of the programme to be undertaken under this Agreement may include co-operation with national, state and local governmental agencies in Ghana, as well as with organizations of a public or private character and international organizations of which the Governments of the United States of America and Ghana are members.

2. The Government of Ghana will bear a fair share of the costs of technical co-operation projects conducted pursuant to this Agreement.

3. Written arrangements pursuant to this Agreement may contain provisions relating to the purposes of the project; the extent of the contribution of the parties thereto in terms of funds, personnel, supplies, materials, equipment, facilities or services; the methods to be employed for the disbursement of and accounting for funds; the policies and administrative procedures to be applied; the establishment of co-operative services within the appropriate Ministries and agencies of the Government of Ghana to administer activities in accordance with this Agreement; and such other matters as may be suitable and desirable.

4. Upon substantial completion of any project, a completion memorandum will be drawn up and signed by the Director or other designated representative of the Agency and by the duly designated representative of the Ministry or agency of the Government of Ghana directly participating in the project, or by other representatives designated by the two Governments. It will provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved and related basic data.

Article VI

GUARANTIES

The two Governments will establish procedures whereby the Government of Ghana will so deposit, segregate, or assure title to all funds allocated to or derived from any programme of assistance undertaken by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation,

organization or government when the Government of Ghana is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the programme of assistance.

Article VII

ENTRY INTO FORCE, AMENDMENT AND DURATION

1. This Agreement shall be known as the "General Agreement for a Programme of Technical Co-operation between the Government of the United States of America and the Government of Ghana". It shall enter into force on the date on which it is signed. It shall remain in force until three months after either Government shall have given notice in writing to the other of its intention to terminate the Agreement. Except as otherwise provided in written arrangements pursuant to this Agreement, the obligations of both Governments under this Agreement shall be subject to the availability of appropriations to them, respectively, for the purposes of this programme.

2. The two Governments shall, upon request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. Written arrangements entered into as provided for herein may enter into force when signed and may remain in force beyond the termination of this Agreement in accordance with such arrangements as the two Governments may make in such arrangements or otherwise.

4. This Agreement shall be applicable to all technical co-operation activities hereafter conducted between the Government of the United States of America and the Government of Ghana.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.

DONE at Accra, in duplicate, this 3rd day of June, 1957.

For the Government of the United States of America :
Peter RUTTER
Chargé d'Affaires of the United States of America

For the Government of Ghana :
KWAME NKRUMAH
Prime Minister, and Minister for External Affairs, Ghana
