

No. 6002

**UNITED STATES OF AMERICA
and
GHANA**

**Exchange of notes constituting an agreement relating to
the Peace Corps Program. Accra, 19 July 1961**

Official text: English.

Registered by the United States of America on 14 December 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
GHANA**

**Échange de notes constituant un accord relatif au pro-
gramme du *Peace Corps*. Accra, 19 juillet 1961**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 décembre 1961.

No. 6002. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND GHANA RELATING TO THE PEACE CORPS PROGRAM. ACCRA, 19 JULY 1961

I

The American Ambassador to the Ghanaian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

July 19, 1961

No. 5

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared, at the request of the Government of Ghana, to arrange for the assignment to Ghana of technically and professionally trained men and women of the United States of America who volunteer to serve in the Peace Corps. These Peace Corps volunteers will live and work for periods of time in Ghana for the purpose of assisting the Government and people of your country in the economic and social development of Ghana.

I have the honor to propose that the establishment and operation of a Peace Corps program in Ghana shall be in accordance with the understandings set forth below :

1. Peace Corps volunteers while in Ghana shall be solely responsible in regard to their substantive work to the Government of Ghana, and in this regard take their instructions from the Ministers or other duly-designated Ghanaian authorities. Peace Corps volunteers shall accept and carry out operational and executive duties and not serve or be regarded as advisers. The Government of the United States of America shall be responsible for the medical care of volunteers, their logistical support not provided by the Government of Ghana, and their morale and discipline in other than their substantive work.

2. The Government of Ghana shall have the right to request the recall of any volunteer whose job performance or conduct is unsatisfactory, and in such event, the Government of the United States of America shall arrange for the return of the volunteer

¹ Came into force on 19 July 1961 by the exchange of the said notes.

to the United States. The Government of the United States of America shall have the right to request the recall of any volunteers, and in such event, the Government of Ghana shall not withhold its consent to such action. In any case of recall, the Peace Corps will make every effort to obtain a replacement for the recalled volunteer if the Government of Ghana so requests.

3. Except as otherwise stated herein, Peace Corps volunteers while in Ghana shall be subject to the laws of the Government of Ghana and shall have no diplomatic privileges and immunities. Volunteers shall, however, always have the right of access to the Embassy of the United States of America.

4. The Government of Ghana and the Government of the United States of America shall each bear a fair share of the costs of maintaining and accommodating Peace Corps volunteers while in Ghana.

5. Equipment, materials and supplies which may be furnished or financed by the Government of the United States of America for use in connection with Peace Corps projects in Ghana shall be exempted by the Government of Ghana from any taxes, duties, fees and other charges. The Government of the United States of America may transfer title to any of such equipment, materials and supplies to the Government of Ghana.

6. Peace Corps volunteers while in Ghana shall be exempted by the Government of Ghana from personal and income taxes relating to all income derived from their work as volunteers and from sources outside Ghana. Such persons shall be allowed duty-free entry of personal items brought or arriving at the beginning of their tour.

7. The Government of Ghana and the Government of the United States of America shall mutually inform, consult and cooperate with each other with respect to all matters concerning the volunteers and the Peace Corps program.

8. The Government of Ghana agrees to receive a representative and necessary staff designated by the Government of the United States of America and approved by the Government of Ghana for the purpose of assuring the discharge of the responsibilities of the Government of the United States of America in respect to the Peace Corps program and Peace Corps volunteers in Ghana. The Government of Ghana will exempt the Peace Corps representative and staff from income tax as to all income derived from their Peace Corps work and from sources outside Ghana, from social security taxes and from all other taxes, charges and fees except (a) sales taxes or other charges or fees included in the prices of goods or services, or (b) license fees; and will accord the Peace Corps representative and staff the same treatment with respect to the payment of customs, import, export and all other duties, fees and charges on personal property, equipment and supplies imported into Ghana for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States of America.

9. Appropriate representatives of the Government of the United States of America and the Government of Ghana may conclude from time to time such further arrangements and subsidiary agreements with respect to specific Peace Corps projects and Peace Corps volunteers in Ghana as appear necessary or desirable.

10. All or any part of the Peace Corps program provided herein may, except as may otherwise be provided in arrangements agreed upon or agreements reached pursuant

to paragraph nine, be terminated by either Government if that Government determines that because of changed conditions the continuation of such a program, or some part of it, is unnecessary or undesirable.

Finally, I have the honor to propose that, if these understandings are acceptable to the Government of Ghana, this note and your Excellency's reply note concurring herein shall constitute an agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration.

Francis H. RUSSELL

His Excellency Minister of Foreign Affairs for the
Republic of Ghana
Accra

II

The Ghanaian Minister of Foreign Affairs to the American Ambassador

GHANA
MINISTER OF FOREIGN AFFAIRS

TA/US/1.

The Minister of Foreign Affairs presents his compliments to the Ambassador of the United States of America in Ghana and has the honour to refer to the Ambassador's Note No. 5 of 19th July, 1961 on the operations of the United States Peace Corps in Ghana.

The Minister of Foreign Affairs, on behalf of the Government of Ghana, accepts the operations of the Peace Corps in Ghana in accordance with the agreements set below :

[See note I]

11. The Peace Corps programme in Ghana may be terminated by either government ninety days after the date of written notification of such intent.

The Minister of Foreign Affairs takes this opportunity to renew to the Ambassador of the United States of America the assurances of his highest esteem.

Imoru EGALA

Accra, 19th July, 1961