

No. 6268

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**UNITED STATES OF AMERICA  
and  
GHANA**

**Agreement for financing certain educational exchange programs. Signed at Accra, on 24 January 1962**

*Official text: English.*

*Registered by the United States of America on 2 August 1962.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
GHANA**

**Accord relatif au financement de certains programmes d'échanges dans le domaine de l'enseignement. Signé à Accra, le 24 janvier 1962**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 2 août 1962.*

No. 6268. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS. SIGNED AT ACCRA, ON 24 JANUARY 1962

The Government of the United States of America and the Government of Ghana :

Desiring to promote further mutual understanding between the peoples of the United States of America and Ghana by a wider exchange of knowledge and professional talents through educational activities :

Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from currency of Ghana held or available for expenditure by the United States for such purposes :

Have agreed as follows :

*Article 1*

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and Ghana (hereinafter designated " the Commission " ), which shall be recognized by the Government of the United States of America and the Government of Ghana as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America from funds held or available for expenditure by the United States for such purpose.

Except as provided in Articles 3 and 8 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. Such funds as well as the office equipment and supplies acquired for the furtherance of the Agreement shall be regarded in Ghana as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Ghana for the purposes of :

<sup>1</sup> Came into force on 24 January 1962, the date of signature, in accordance with article 11.

- (1) Financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Ghana, and (ii) of or for citizens and nationals of Ghana in United States of America schools and institutions of learning located in or outside the United States of America : and
- (2) Financing visits and interchanges between the United States of America and Ghana of students, trainees, teachers, instructors and professors.

### *Article 2*

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following :

- (1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships, provided for in Section 1641 (B), Title 50, appendix of the United States Code, students, trainees, professors, research scholars, teachers, instructors, resident in Ghana, and institutions of Ghana qualified to participate in the program in accordance with the aforesaid Section.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the present Agreement.
- (4) Acquire, hold, and dispose of property (other than real estate) in the name of the Commission as the Commission may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Commission will be assured.
- (5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.
- (6) Authorize the disbursement of funds and the making of grants and advance of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto.

- (7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.
- (8) Incur administrative expenses as may be deemed necessary out of funds made available under the present agreement.
- (9) With the approval of the Secretary of State of the United States of America and the Government of Ghana, administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present Agreement.

### *Article 3*

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America.

### *Article 4*

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Ghana. In addition, the principal officer in charge of the Diplomatic Missions of the United States of America in Ghana (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission and shall appoint the Chairman of the Commission. The Chairman as a regular member of the Commission shall have the right to vote. The citizens of the United States of America on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in Ghana, shall be appointed and removed by the Chief of Mission, and one of them shall serve as Treasurer of the Commission. The Ghana members shall be appointed and removed by the Government of Ghana.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of Ghana, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and in performing other official duties assigned by the Commission.

### *Article 5*

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

*Article 6*

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of Ghana.

*Article 7*

The principal office of the Commission shall be in the capital city of Ghana but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

*Article 8*

The Government of the United States of America and the Government of Ghana agree that currency of Ghana held or available for expenditure by the Government of the United States of America by reason of the conversion to currency of Ghana of the equivalent of approximately \$100,000 in the currency of Israel accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement with Israel dated January 7, 1960,<sup>1</sup> may be used for the purpose of this Agreement.

In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Ghana agree that any other currency of Ghana held or available for expenditure by the Government of the United States of America may also be used for the purpose of this Agreement.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of Ghana in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

*Article 9*

The Government of the United States of America and the Government of Ghana shall make every effort to facilitate the exchange of persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 368, p. 181; Vol. 377, p. 452; Vol. 413, p. 384, and Vol. 434, p. 347.

*Article 10*

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

*Article 11*

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Ghana.

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Accra in duplicate, this 24th day of January, 1962.

For the Government  
of Ghana :  
A. J. DOWUONA-HAMMOND

For the Government of the  
United States of America :  
Francis H. RUSSELL