

**No. 14219**

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**CANADA  
and  
GHANA**

**Agreement concerning the training in Canada of personnel  
of the armed forces of the Republic of Ghana (with annexes). Signed at Accra on 13 May 1975**

*Authentic texts: English and French.*

*Registered by Canada on 18 August 1975.*

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**CANADA  
et  
GHANA**

**Accord concernant l'instruction au Canada de membres du  
personnel des forces armées de la République du Ghana  
(avec annexes). Signé à Accra le 13 mai 1975**

*Textes authentiques : anglais et français.*

*Enregistré par le Canada le 18 août 1975.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND  
THE GOVERNMENT OF THE REPUBLIC OF GHANA CON-  
CERNING THE TRAINING IN CANADA OF PERSONNEL OF  
THE ARMED FORCES OF THE REPUBLIC OF GHANA

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The Government of Canada and the Government of the Republic of Ghana (hereinafter referred to as “Canada” and “Ghana”, respectively);

Considering that Ghana has requested Canada to provide training in Canada for personnel of the Armed Forces of Ghana;

Have agreed as follows:

*Article 1. DEFINITIONS*

In this Agreement:

(a) “trainee” means a member of the Armed Forces of Ghana who has been authorized by Ghana to undergo training in Canada with the Canadian Forces and who has been accepted by Canada for such training;

(b) “training” means the military training prescribed by the Chief of the Defence Staff of the Canadian Forces.

*Article 2. TRAINING*

Subject to the terms and conditions of this Agreement, Canada shall provide training in Canada for trainees in such numbers as may from time to time be agreed upon by the appropriate authorities of Ghana and Canada.

*Article 3. COSTS*

Costs shall be borne as follows:

(a) Canada shall bear the cost of:

- (i) the Ration Allowance and Leave Transportation expenses mentioned in paragraph (b) of Article 4,
- (ii) tuition, clothing and equipment required for training, and all other training costs,
- (iii) rations and service quarters,
- (iv) duty travel in Canada, and
- (v) administration, including routine medical and dental care;

(b) Ghana shall bear the cost of:

- (i) pay and allowances except Ration Allowance and Leave Transportation expenses mentioned in Article 4 (b),
- (ii) the allowance[s] mentioned in subparagraph[s] (i) and (ii) of paragraph (b) of Article 4,
- (iii) commercial transportation to and from Ghana, including all in transit costs,
- (iv) major medical care relating to serious injury and illness and major dental care, and
- (v) *ex-gratia* payments made under Article 13.

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<sup>1</sup> Came into force on 13 May 1975 by signature, in accordance with article 21.

#### Article 4. PAY AND ALLOWANCES

Trainees, during their period of training in Canada, shall be paid as follows:

(a) Ghana shall issue to the credit of each trainee in Ghana such pay and allowances, according to his rank, as he may be entitled to receive under Ghanaian regulations for service in Ghana. Pay and allowances issued by Ghana will be exempt from Canadian taxation.

(b) Allowances shall be issued by Canada to each trainee to meet his living and other expenses during his period of training as follows:

- (i) a *Maintenance Allowance* at a rate appropriate to the trainee's rank,
- (ii) a *Civilian Clothing Allowance*, when necessary, having regard to the duration of the training and the season in which it takes place,
- (iii) a *Ration Allowance* in an amount to be determined by the Minister of National Defence, at any time that rations are not provided the trainee free of charge, and
- (iv) *Leave Transportation Expenses*, when appropriate, having regard to the duration of the training, and at the rate applicable to the Canadian Forces.

The rates of Maintenance Allowance and Civilian Clothing Allowances mentioned in subparagraphs (i) and (ii) of paragraph (b) of this Article will be determined by an agreement with the Ghanaian authorities and will be issued by Canada to each trainee in such amounts as will permit the trainee to meet his expenses satisfactorily while in Canada. The allowances paid by Canada under this paragraph shall not be subject to Ghanaian taxation.

(c) Allowances mentioned in subparagraphs (b) (i) and (ii) of this Article issued by Canada shall be recoverable from Ghana in Canadian dollars. Arrangements may be made for payment in Cedis through the Canadian High Commission in Accra at the prevailing world rate of exchange as calculated from time to time by the International Monetary Fund on the day of settlement, providing Ghana agrees to pay any loss on exchange resulting from the transfer to funds to the Canadian Department of National Defence. Credits accruing from such a transfer are to be treated as a credit to the Ghanaian account.

#### Article 5. MILITARY JURISDICTION

Trainees shall not, during the period of their training in Canada, be subject to the Code of Service Discipline of the Canadian Forces. The authorities of Ghana will, however, issue in advance to trainees appropriate written orders, a copy of which will be conveyed to the authorities of Canada, to ensure compliance by the trainees with orders and instructions issued to them by the authorities of the Canadian Forces during the period of their training in Canada.

#### Article 6. PROHIBITED ACTIVITIES

Trainees shall not, during the period of training in Canada,

- (a) be required to participate in any form of combat operations either in or out of Canada or in aid of the civil power; or
- (b) be required to perform any functions, duty or act that is inconsistent with the purpose of this Agreement.

#### Article 7. CANADIAN LAW

Trainees will

- (a) be subject to the civil and criminal laws in force in Canada;
- (b) be amenable to the jurisdiction of civil and criminal courts in Canada;

- (c) have the right of recourse to civil and criminal courts of competent jurisdiction in Canada.

#### Article 8. SECURITY

Canada shall take measures to ensure the security and protection within Canada of the person and property of trainees.

#### Article 9

Ghana shall take measures to prevent the disclosure by a trainee, after the cessation of his training, to any other government or to any unauthorized person of classified Canadian information of which he may become cognizant in his capacity as a trainee.

#### Article 10. CLAIMS

Canada waives all claims against Ghana for damage done to any property owned by Canada where such damage is caused by a trainee acting in the course of his official duties.

#### Article 11

Canada and Ghana waive all claims against each other for injury or death suffered by a trainee or a member of the Canadian Forces while either is engaged in the performance of his official duties. Where a claim is made against Canada by any person for the injury or death suffered by a trainee in the performance of his duties Ghana shall indemnify Canada in respect of costs incurred and damage paid by Canada in dealing with such a claim.

#### Article 12

A claim against Ghana or a trainee arising out of an act or omission of a trainee in the performance of his official duties shall be assimilated to, and dealt with by Canada as if it were a claim arising out of the activities of a member of the Canadian Forces in the performance of his official duties in Canada. This article shall not apply to any claim arising in connection with the death of, or an injury to, another trainee.

#### Article 13. "EX-GRATIA" PAYMENTS

Claims against trainees arising out of acts or omissions in Canada not done in the performance of official duty may be dealt with in the following manner:

(a) Canadian authorities may investigate the incident giving rise to the claim and prepare a report on the case, including an estimate of the amount of money which the Canadian authorities consider would represent reasonable compensation for the death, injury or property damage, or loss suffered by the claimant;

(b) the report shall be delivered to Ghanaian authorities who, upon receipt, shall decide without delay whether to offer an *ex-gratia* payment, and, if so, of what amount;

(c) any offer of an *ex-gratia* payment or payment itself by the Ghanaian authorities shall be sent to the claimant directly or through the Deputy Minister of the Department of National Defence;

(d) nothing in this article affects the jurisdiction of courts in Canada to entertain an action against a trainee unless and until there has been payment in full satisfaction of the claim;

(e) where the claim has been adjudicated by a court in Canada or Ghana and a judgement rendered in favour of the claimant, the Ghanaian authorities will consider whether to make an *ex-gratia* payment to satisfy the judgement, or to take such other steps as they may within bounds of Ghanaian domestic legislation to seek compliance with the judgement.

#### Article 14. ENTRY INTO CANADA

On the conditions specified in the second paragraph of this article and subject to compliance with the formalities established by Canada relating to entry into, and departure from, Canada of military trainee[s] from foreign countries, trainees shall be exempt from passport and visa regulations on entering or leaving Canada.

The following documents will be required in respect of trainees and will be presented on demand:

- (a) personal identity card issued by Ghana;
- (b) individual or collective movement order, in the English or French language, issued by the appropriate authorities of Ghana; and
- (c) international certification, in the English or French language, of vaccination against smallpox within three years of entry into Canada.

#### Article 15. PRESENCE IN CANADA

A trainee shall not by virtue of his presence in Canada as a trainee:

- (a) acquire any right to remain in Canada after his training has been completed or otherwise terminated;
- (b) acquire domicile in Canada.

#### Article 16. DECEASED TRAINEES AND THEIR ESTATES

Subject to the provisions of any relevant provincial laws, official representatives of Ghana shall have the right to take possession and make all arrangements in respect of the body of a trainee who dies in Canada and may dispose of the personal property of the estate after payment of debts of the deceased or the estate which were incurred in Canada and owed the persons resident therein.

#### Article 17. TERMINATION OF TRAINING

Canada or Ghana may terminate the training of a trainee at any time and shall give to the other reasonable notification of an intention to do so.

#### Article 18

A trainee whose training is terminated for any reason whatsoever shall be repatriated with the least possible delay by Ghana.

#### Article 19. SUPPLEMENTARY ARRANGEMENTS

The appropriate military authorities of Canada and Ghana may establish mutually satisfactory procedures not inconsistent with the provisions contained herein, to carry out the intent of this Agreement and to give effect to its provisions.

#### Article 20. REVISION

Either Canada or Ghana may at any time request revision of any of the provisions of this Agreement.

*Article 21. COMMENCEMENT AND TERMINATION*

This Agreement shall enter into force upon the date of signature.

It shall remain in force until terminated by one of the following methods:

- (a) by either Government, after six months' written notice to that effect has been given to the other Government;
- (b) without complying with subparagraph (a) of this article, by the withdrawal from Canada of all trainees by Ghana; or
- (c) without complying with subparagraph (a) of this article, by Canada without previous notification if Canada decides that such termination is in the public interest of Canada.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, sign the present Agreement.

DONE in duplicate at Accra this thirteenth day of May 1975, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé cet Accord.

CONCLU en double exemplaire à Accra ce treizième jour de mai 1975, en anglais et en français, chacune des versions faisant également foi.

[Signed — Signé]

DAVID C. REECE

For the Government  
of Canada

Pour le Gouvernement  
du Canada

[Signed — Signé]

LAWRENCE OKAI

For the Government  
of the Republic of Ghana  
Pour le Gouvernement  
de la République du Ghana

## ANNEX A

TO AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE  
REPUBLIC OF GHANA CONCERNING THE TRAINING IN CANADA OF PERSONNEL OF THE ARMED  
FORCES OF THE REPUBLIC OF GHANA

### *Allowances*

1. Under Article 4 (b) (i), a Maintenance Allowance at a rate appropriate to the trainee's rank will be given and shall be paid for by Ghana (Article 3 (b) (i)).

2. The monthly rates of Maintenance Allowance for Ghana Armed Forces personnel undergoing military training in Canada will be paid in Canadian currency, by Canada as follows:

<i>Rank</i>	<i>Amount</i>
Lt.-Col. ....	\$ 430.00
Maj. ....	\$ 345.00
Capt. ....	\$ 260.00
Lt. ....	\$ 205.00
2/Lt. ....	\$ 150.00
O/Cdt. ....	\$ 150.00
WO 1. ....	\$ 205.00

Rank	Amount
WO II. ....	\$ 185.00
S/Sgt. ....	\$ 165.00
Sgt. ....	\$ 145.00
Cpl. ....	\$ 130.00
Pte. ....	\$ 115.00

3. Canada will also pay to trainees, in Canadian currency, the following:

- (a) on arrival, a Civilian Clothing Allowance of \$150.00;
- (b) on departure, a Travel Allowance for miscellaneous expenses of \$25.00.

4. The allowances paid by Canada will be recovered through the Canadian High Commission in Accra.

5. The scale of overseas allowances given by Ghana to personnel of the Ghana Armed Forces undergoing training in Canada shall be determined by Ghana.

## ANNEX B

TO AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF GHANA CONCERNING THE TRAINING IN CANADA OF PERSONNEL OF THE ARMED FORCES OF THE REPUBLIC OF GHANA

### *Definition of terms*

1. With respect to Articles 3 (a) (v) and 3 (b) (iv), the phrase 'routine medical and dental care' in Article 3 (a) (v) means the care which is normally available to Canadian Forces personnel through Canadian Forces Medical Services (CFMS) or Canadian Forces Dental Services (CFDS) facilities in contradistinction to care obtained through sources other than CFMS or CFDS facilities, or sought independently. Care provided within CFMS and CFDS facilities is free of charge. The cost of care obtained through sources other than CFMS or CFDS facilities or sought independently will normally be borne by the home country. (Members of the Canadian Forces are subject to the same regimen.)

The scope of dental care for foreign trainees is governed by the duration of their stay in Canada, i.e., restricted dental treatment is provided for trainees who will be in Canada under six months and comprehensive dental treatment if the period will be in excess of six months. Restricted dental treatment means that service required in an emergency for the relief of pain and acute infection, or simple repair of broken dentures, but not including replacement or addition of component parts. Comprehensive dental treatment means that service required to establish and maintain a reasonable degree of masticatory efficiency and freedom from pain.

2. With respect to Article 11 the phrase 'official duties' means under the control and direction of the Canadian Forces. A trainee en route to and from training courses would probably not be considered to be engaged in the performance of his official duties since he would not at that time be under the direction and control of the Canadian Forces. Article 19 of the *Visiting Forces Act* RSC 1970, Chap. V-6 provides:

"19 (1) Where a question that cannot be settled by negotiation between the parties arises under this Part as to whether

"(a) a member of a visiting forces was acting within the scope of his duties or employment, or

"(b) a matter in respect of which judgement was given against a member of a visiting forces arose while he was acting within the scope of his duties or employment,

"the question shall be submitted to an arbitrator appointed in accordance with subsection (2), and for the purposes of this Part the decision of the arbitrator is final and conclusive.

"(2) An arbitrator shall be appointed for the purposes of this section by agreement between the designated state concerned and Canada from among the nationals of Canada who hold or have held high judicial office, and if the designated state and Canada are

unable, within two months, to agree upon the arbitrator, either the designated state or Canada may request any person in an agreement with the designated state or acceptable to the designated state and Canada to appoint the arbitrator from among the nationals of Canada who have held high judicial office.”

(Ghana was proclaimed a ‘designated state’ for the purpose of the *Visiting Forces Act* by Proclamation SOR/69-610.)

3. With respect to Article 13 of the Agreement, the Canadian Government cannot accept responsibility for the civil claims of Ghanaian trainees. (The Canadian Government does not assume responsibility for pursuing or paying the civil claims of members of the Canadian Forces who are expected to institute their own legal proceedings.) In practice, members of the Judge Advocate General’s Branch of the Canadian Department of National Defence would probably be available to counsel Ghanaian trainees regarding their rights under Canadian law.

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