

No. 14621

**BRAZIL
and
GHANA**

**Basic Agreement on technical and scientific co-operation.
Signed at Accra on 7 November 1974**

Authentic texts: Portuguese and English.

Registered by Brazil on 9 March 1976.

**BRÉSIL
et
GHANA**

**Accord de base relatif à la coopération technique et
scientifique. Signé à Accra le 7 novembre 1974**

Textes authentiques : portugais et anglais.

Enregistré par le Brésil le 9 mars 1976.

BASIC AGREEMENT¹ ON TECHNICAL AND SCIENTIFIC CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of the Republic of Ghana and the Government of the Federative Republic of Brazil (hereinafter called the "Contracting Parties"),

Faithful to the high ideals of the Charter of the United Nations and especially to the principle of self-determination based upon the principle of equality and human worth of all people irrespective of race or sex, colour or creed;

Desirous of strengthening the bonds of friendship and promoting the development of scientific and technical fields or the managerial and administrative services of their two countries;

Convinced that in view of the similarity of their tropical environment and having regard to their condition as developing countries, the exchange of experience in such fields and services can be of mutual benefit;

Have agreed to conclude this technical and scientific co-operation Agreement in a spirit of friendly co-operation as follows:

Article I. 1. The Contracting Parties shall, by mutual agreement, organize and exchange visits of their respective high level officials responsible for the formulation and implementation of national development plans to each other's territory.

2. The purpose of such visits shall be to enable the officials concerned to acquaint themselves with the country of the other Contracting Party, the facilities available therein in the fields of agriculture, industry, science, public administration and the methods and practices utilized in the training of technical cadre and for specialization in the various fields.

Article II. Based on the knowledge acquired during the visits referred to in Article I hereof, the Contracting Parties shall prepare technical co-operation programmes which may be implemented by:

- a) assigning technical assistance personnel either individually or in groups to each other's territory on request;
- b) exchange of information on subjects of common interest;
- c) dispatching equipment to each other's territory on request;
- d) training professional and technical cadres and providing facilities for specialization in the fields referred to in Article I hereof in each other's territory; and
- e) such other means as the Contracting Parties may agree upon.

Article III. Training of technical cadres and specialization in the various fields referred to in Article I hereof may be implemented through fellowships, the appointment of teachers, qualified technical personnel or through any other method the Contracting Parties may mutually agree upon.

¹ Came into force on 15 July 1975, the date on which the Contracting Parties informed each other by an exchange of diplomatic notes that it had been ratified (on 30 June 1975 by Brazil and on 12 May 1975 by Ghana) pursuant to their constitutional procedures, in accordance with article XI.

Article IV. 1. Each Contracting Party may in its own country determine the executing agency for agreed upon projects.

2. The execution of projects by one party in the territory of the other will, however, be on a Government to Government basis even though a Government may designate a private company to act on its behalf.

Article V. 1. Technical assistance personnel appointed by either Contracting Party shall undertake to provide their counterparts in the territory of the other Contracting Party with all useful information concerning techniques, practices and methods applicable in their respective fields, as well as the principles on which these methods are based.

2. The technical assistance personnel to be provided under this Agreement shall be available to perform operational, executive [and] managerial functions or research assignments, including but not limited to training or teaching in the public agencies, public corporations or public bodies in the territory of the Contracting Party to which they are assigned.

3. a) In the performance of their duties in the territory of either Contracting Party, the technical assistance personnel appointed, pursuant to this Agreement, shall be responsible solely to, and act under the exclusive direction of, the Contracting Party in whose territory they are performing their duties and to whom all reports shall in the first instance be submitted.

b) In all cases the Contracting Party in whose territory they are performing their duties shall designate the authority to which the technical assistance personnel will be immediately responsible. The technical assistance personnel shall not be required to perform any functions incompatible with the purpose of this Agreement.

Article VI. The Contracting Party which receives technical assistance personnel shall take all the necessary measures to facilitate the successful fulfilment of their tasks.

Article VII. During the preparation of a programme or projects of technical co-operation the Contracting Parties shall, by a protocol or Exchange of Diplomatic Notes, define in detail the responsibility of each Contracting Party in its financing.

Article VIII. 1. Each Contracting Party shall extend to the technicians performing duties within its territory in the frame of the visits exchanged pursuant to this agreement, as well as to their families and personal and household effects, the regulations in force in their territory referring to the privileges accorded to technical assistance personnel on official mission. The privileges granted under the regulations include:

- a) exemption from customs and other duties and taxes, concerning their personal and household effects, upon their first arrival or within six months of the first arrival in the country;
- b) identical exemption as above-mentioned in respect of the import of one motor vehicle for private use, brought under the name of the technician or his wife, provided they remain in the country during the period of one year at least;
- c) indemnity in respect of damages suffered as a result of acts performed by them in their official capacity except in cases of wilful misconduct;
- d) exemption from taxation on the salaries and emoluments paid or payable to such personnel for the performance of their duties hereunder.

2. Any such motor vehicle in respect of which an exemption has been granted under this Article shall only be sold in accordance with the applicable laws and regulations in force in such territory.

3. *a)* Equipment donated by one Contracting Party to the other for the purpose of implementing a specific project shall be admitted into the territory of that other Contracting Party without payment of customs and other duties and taxes and charges on imports.

b) The cost of transportation of such equipment from the port of entry to its destination shall be paid by the Contracting Party receiving such equipment.

Article IX. This Agreement may be modified by agreement between the Contracting Parties but without prejudice to the rights of the technical assistance personnel holding appointments hereunder.

Article X. Any relevant matter for which no provision is made in this Agreement shall be settled by the Contracting Parties through Exchange of Diplomatic Notes. Each Contracting Party shall give full and sympathetic consideration to any proposal for such settlement made by the other Contracting Party.

Article XI. This Agreement shall be ratified pursuant to the constitutional procedures of the Contracting Parties and shall come into force on the date on which the Contracting Parties confirm by Exchange of Diplomatic Notes that it has been so ratified.

Article XII. This Agreement may be terminated by either Contracting Party upon written notice to the other. It shall terminate ninety (90) days after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.

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

DONE in duplicate in Accra, this 7th day of November, 1974, in the English and Portuguese languages, both texts being equally authoritative.

For the Government
of the Republic of Ghana:

KWAME BAAH

For the Government
of the Federative Republic
of Brazil:

LYLE AMAURY TARRISSE
DA FONTOURA