

No. 24945

**CANADA
and
GHANA**

**General Agreement on development co-operation (with
annexes). Signed at Accra on 17 November 1981**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
GHANA**

**Accord général relatif à la coopération au développement
(avec annexes). Signé à Accra le 17 novembre 1981**

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF GHANA ON DEVELOPMENT CO-OPERATION

The Government of Canada and the Government of Ghana, wishing to strengthen the existing cordial relations between the two countries and their peoples and moved by the desire to foster development co-operation between the two countries in conformity with the objectives of economic and social development of the Government of Ghana, have agreed to the following:

Article I. The Government of Canada and the Government of Ghana shall promote a programme of development co-operation, between their two countries, consisting of one or more of the following components:

- (a) The sending of appraisal and evaluation missions to Ghana to analyse development projects;
- (b) The granting of scholarships to citizens of Ghana for studies and professional training in Canada, Ghana or a third country;
- (c) The assignment of Canadian experts, advisers and other specialists to Ghana;
- (d) The provision of equipment, materials, goods and services required for the successful execution of development projects in Ghana;
- (e) The elaboration of studies and projects designed to contribute to the economic and social development of Ghana; and
- (f) Any other form of assistance which may be mutually agreed upon.

Article II. 1. In support of the objectives of this Agreement, the Government of Canada and the Government of Ghana may conclude subsidiary arrangements or loan agreements in respect of specific projects involving one or several components of the programme described in Article I.

2. Unless stated otherwise, subsidiary arrangements concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

3. Loan agreements shall be formal agreements between the contracting parties and shall bind them under international law.

4. Subsidiary arrangements and loan agreements shall make specific reference to the present Agreement.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex A and the Government of Ghana shall assume the responsibilities described in Annex B in respect of any specific project established under a subsidiary arrangement or a loan agreement. Annexes A and B shall be integral parts of this Agreement.

Article IV. For the purposes of this Agreement:

(a) "Canadian firms" means Canadian or other non-Ghanaian firms or institutions engaged in any project under a subsidiary arrangement or a loan agreement;

¹ Came into force on 17 November 1981 by signature, in accordance with article XIV.

(b) “Canadian personnel” means Canadians or non-Ghanaian or other non-permanent residents of Ghana working in Ghana on any project established under a subsidiary arrangement or a loan agreement; and

(c) “Dependants” means

- (i) The spouse of a member of the Canadian personnel, including a person of the opposite sex with whom the member of the Canadian personnel has lived with and publicly represented as his/her spouse for a period of not less than one year before the commencement of his period of service in Ghana;
- (ii) A child of the member of the Canadian personnel or his/her spouse who is
 - A) Under twenty-one years of age and dependent on the member of the Canadian personnel or his/her spouse for support, or
 - B) Twenty-one years of age or older and dependent on the member of the Canadian personnel or his/her spouse for support by reason of a mental or physical incapacity,

but not including a child from a previous marriage who does not normally reside with the member of the Canadian personnel or his/her spouse.

Article V. The Government of Ghana shall indemnify the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts or omissions occurring in the course of their duties except where it is legally established under Ghanaian law that such acts result from gross negligence or wilful misconduct on their part.

Article VI. The Government of Ghana shall facilitate the repatriation of Canadian personnel and of their dependants in cases where, in the opinion of the Government of Canada or the Government of Ghana, the life or safety of said [personnel] and of their dependants are endangered as a result of events occurring inside or outside of Ghana.

Article VII. The Government of Ghana shall exempt Canadian firms and Canadian personnel, including their dependants, from all resident and local taxes, including income taxes or other types of taxes on remuneration or income arising outside of Ghana or from Canadian aid funds or from the Government of Ghana as provided in this Agreement, and any subsidiary arrangement or any loan agreement between the two countries.

Article VIII. The Government of Ghana shall exempt Canadian firms and Canadian personnel, including their [dependants], from import duties, customs tariffs, purchase tax and all other duties, taxes, charges or levies on technical and professional equipment and materials, for the execution of projects and on personal and domestic imported effects for their personal use, including the following household electrical appliances; one refrigerator, one stove, one washer, one air conditioner. This privilege is subject to the re-exportation or to the termination of the useful life of such effects, the disposition of the same to persons enjoying similar exemptions or to the payment of relevant duties and taxes.

Article IX. Each member of the Canadian personnel may import or export, free of any import duties, customs tariffs, sales and purchase tax and any other duties, taxes or charges, a vehicle for personal use that conforms with Ghanaian regulations. This privilege may be exercised every three (3) years from the date

when it was first granted. However, in the event of fire, theft or an accident causing major damage to the vehicle, such privilege shall be renewable before this period has expired. The sale or disposal of such a vehicle shall be subject to the regulations governing the sale or disposal of vehicles of officials of international organizations who are posted in Ghana.

Article X. The Government of Ghana shall exempt funds, equipment, products, material and any other goods imported into Ghana for, or related to, the execution of projects established under any subsidiary arrangement or loan agreement from all taxes, import duties, customs tariffs, inspection fees or storage charges and all other levies, duties, fees or charges.

Article XI. The Government of Ghana shall grant Canadian firms and Canadian personnel and their dependants the privilege of maintaining a foreign exchange bank account. Personnel are entitled to re-export the amount of foreign currency brought to Ghana by them.

Article XII. The Government of Ghana shall inform Canadian firms and Canadian personnel of the local laws and regulations which may concern them in the performance of their duties.

Article XIII. Any differences which may arise relating to the interpretation and application of the provisions of this Agreement or of any subsidiary arrangement or loan agreement shall be settled by means of negotiations between the Government of Canada and the Government of Ghana or in any other manner mutually agreed upon by them.

Article XIV. This Agreement which supersedes the December 1963 General Agreement shall enter into force on signature and shall remain in force until terminated by either party on six (6) months' notice in writing to the other party. The responsibilities of the Government of Canada and the Government of Ghana with regard to projects being carried out by virtue of subsidiary arrangements of loan agreements entered into pursuant to Article II of this Agreement and begun prior to the receipt of the termination notice referred to above shall continue until completion of such projects as if the present Agreement remained in force in respect of and for the whole duration of each such project.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Accra, this 17th day of November 1981, in English and French, each version being equally authentic.

GEORGE BENNEH
For the Government
of Ghana

MARC FAGUY
For the Government
of Canada

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Canada shall finance the following expenditures based on the rates authorized in its Regulations.

(A) Expenditures related to Ghanaian scholarship holders:

- (1) Registration and tuition fees, books, supplies, or material required;
- (2) A living allowance;
- (3) Medical and hospital expenses;
- (4) Economy-class fares for travel by air or any other approved means of transportation, in compliance with the requirements of the scholarship programme.

(B) Expenditures related to Canadian personnel:

- (1) Their salaries, fees, allowances and other benefits;
- (2) Their travel expenses and those of their dependants between their normal place of residence and the port of entry and departure in Ghana;
- (3) The cost of shipping, between their normal place of residence and the port of entry and departure in Ghana their personal and household effects, those of their dependants, and the professional and technical material required by said personnel for the execution of their duties.

(C) Expenditures related to certain projects:

- (1) The cost of engineers', architects' and other services required for the execution of projects;
- (2) The cost of providing equipment, materials, supplies and other goods and of the transportation of same to the port of entry in Ghana.

II. Contracts for the purchase of goods or commissioning of services financed by the Government of Canada and required for the execution of individual projects may be signed by the Government of Canada or one of its agencies. However, it may be provided in any subsidiary arrangement or loan agreement entered into pursuant to the present Agreement that such contracts shall be signed by Ghana in accord with the terms and conditions specified in said subsidiary arrangements or loan agreements.

III. The Canadian Government shall provide the Government of Ghana in a timely manner with the names of the Canadian personnel and their dependants entitled to the rights and privileges set forth in this Agreement, in any subsidiary arrangement or loan agreement.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF GHANA

I. *Canadian personnel*

Unless otherwise indicated in subsidiary arrangements or loan agreements, the Government of Ghana shall provide or pay for:

1. Actual hotel or rest house expenses (including meals but not drinks) for Canadian personnel and for their accompanying [dependants] for one night on arrival and for any period up to the date on which the Government of Ghana provides suitable residential accommodation and for a period not exceeding seven (7) days immediately prior to their departure, after they have vacated their permanent accommodation;
2. Subject to sub-paragraph 3, accommodation containing basic furnishings including a stove and refrigerator of the standard equivalent to that normally accorded a public servant of the Government of Ghana of comparable rank and seniority;
3. Where the assignment of any Canadian personnel is less than six (6) months, temporary accommodation, including meals;
4. Furnished office premises and services in compliance with the standards of the Government of Ghana including adequate facilities and materials, support staff, professional and technical material, and telephone, mail and any other services which the Canadian personnel would need in order to carry out their duties;
5. The timely recruiting and seconding of counterparts when required for the project;
6. The actual travel expenses of the Canadian personnel and of their dependants between
 - (a) The port of entry and the place of residence of said personnel in Ghana at the beginning of their assignment; and
 - (b) The place of residence and the point of departure of said personnel in Ghana upon completion of their assignment;
7. The cost of transportation of
 - (a) The personal and household effects of the Canadian personnel and those of their dependants; and
 - (b) The professional and technical material required by said personnel in the execution of their duties in Ghana between
 - (c) The port of entry and the place of residence of said personnel in Ghana at the beginning of their assignment; and
 - (d) The place of residence and the point of departure of said personnel in Ghana upon completion of their assignment;
8. Actual and reasonable travel expenses and cost of hotel or other suitable accommodation, including meals, of the Canadian personnel, but not of their dependants, at a level corresponding to their status and rank, while they are required to travel on duty;
9. Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties;
10. Any official assistance which may be required for the purpose of expediting the clearance through customs of equipment, products, materials, supplies, and other goods required for the execution of projects and the personal and household effects of Canadian personnel and their dependants;

11. The storage and payment of any related charges for articles mentioned in paragraph 10 above during the period when they are held at customs and any measures required to protect these articles against natural elements, theft, fire and any other danger;
12. The prompt inland transportation of all equipment, products, materials, supplies and other imported goods required for the execution of projects, from the port of entry in Ghana to project sites, including, where necessary, the obtaining of priority by Ghanaian forwarding and transportation agents;
13. All permits, licences and other documents including costs related thereto, necessary to enable Canadian firms and Canadian personnel to carry out their respective functions in Ghana;
14. All necessary visas and all import or export permits, as the case may be, for the Canadian personnel and their dependants, for equipment, materials, supplies or goods required for the execution of projects, the professional and technical equipment and the personal effects of this personnel;
15. Permission to use approved means of communication in Ghana depending on the needs of programmes and projects;
16. Reports, records, maps, statistics and other information related to projects and likely to assist Canadian personnel in carrying out their duties;
17. Other measures within its jurisdiction which may facilitate the execution of projects;
18. Medical facilities to Canadian personnel and their dependants in Ghana in accordance with those standards granted to officials of the Government of Ghana of comparable rank;
19. A period of annual leave.

II. *Trainees*

1. The Government of Ghana shall ensure that employment shall be available for a period of a least (5) years to scholarship holders from Ghana upon their return to their country following completion of their Canada sponsored programs of study.

2. The Government of Ghana shall ensure that all training award holders are bonded before departure to return to Ghana on completion of their program in Canada, and that such bonds are enforced.
