

GHANA

CONTENTS:

Exchange of notes dated 19 January and 24 February 1998 (African crisis Response Initiative and other activities)

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 121 (Corrected)

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ghana and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to U.S. military personnel and civilian employees of the U.S. Department of Defense who may be temporarily present in Ghana in connection with the African Crisis Response Initiative and other activities as may be agreed upon by our two governments. The following is a corrected copy of this note dated November 24, 1997. The last line on page 1, paragraph 3 was included in the original but, omitted from the copies.

As a result of these discussions, the Embassy has the honor to propose that such personnel be accorded the status equivalent to that accorded to administrative and technical staff of the United States Embassy under the Vienna Convention on diplomatic relations of April 18, 1961, and that they may enter and exit Ghana with United States identifications and with collective movement or individual travel orders.

The Embassy further proposes that such personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders; and that the Government of Ghana accord duty-free importation and exportation as well as exemption from internal taxation on products, property, material, and equipment imported <![endif]> into or acquired in Ghana by the United States Government in connection with <![endif]> their official activities. Vehicles, vessels, and aircraft owned or operated by or exclusively for the U.S. Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation or overflight charges or light and harbor dues, while in Ghana; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Such aircraft shall observe local air traffic control regulations while in Ghana. Such vessels shall not be subject to compulsory pilotage at Ghanaian ports. Finally, the Embassy proposes that both governments waive any and all claims (other than contractual claims) against each other for damage, loss or destruction of the property of the Department of Defense of the United States or the property of the Ministry of Defense of Ghana arising out of activities related to official duties, or for injury or death suffered by military personnel while engaged in the performance of their official duty.

If the foregoing is acceptable to the Government of Ghana, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement between the governments which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Ghana the assurances of its highest consideration.

Embassy of the United States of America,
Accra, January 19, 1998

(SEAL)

[1] Attachment:
Suggested reply to Administrative and Technical Agreement

REPUBLIC OF GHANA
MINISTRY OF FOREIGN AFFAIRS

SCR.UN/OP/ACRFC

The Ministry of Foreign Affairs of the Republic of Ghana presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note 121 dated 24th November 1997 which reads as follows:

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ghana and has the honour to refer to recent discussions between representatives of our two governments regarding issues related to US military personnel and civilian employees of the US Department of Defence who may be temporarily present in Ghana in connection with the Africa Crisis Response Initiative and other activities as may be agreed upon by our two governments.

As a result of these discussions, the Embassy has the honour to propose that such personnel be accorded the status equivalent to that accorded to administrative and technical staff of the United States Embassy under the Vienna Convention on diplomatic relations of 18th April 1961, and that they may enter and exit Ghana with United States identifications and with collective movement or individual travel orders.

The Embassy further proposes that such personnel be authorized to wear uniforms while performing official duties and to carrying arms while on duty if authorized to do so by their orders; and that the Government of Ghana accord duty-free importation and exportation as well as exemption from internal taxation on products, property, material and internal taxation on products, property, material [sic] and equipment imported into or acquired in Ghana by the United States Government in connection with their official activities. Vehicles, vessels and aircraft owned or operated by or exclusively for the US Armed Forces shall not be subject to the payment of landing or port fees, pilotage charges, navigation or overflight charges or light and harbour dues while in Ghana; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Such aircraft shall observe local air traffic control regulations while in Ghana. Such vessels shall not be subject to compulsory pilotage at Ghanaian ports. Finally, the Embassy proposes that both governments waive any and all claims (other than contractual claims) against each other for damage, loss or destruction of the property of the Department of Defense of the United States or the property of the Ministry of Defense of Ghana arising out of activities related to official duties, or for injury or death suffered by military personnel while engaged in the performance of their official duty.

If the foregoing is acceptable to the Government of Ghana, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement between the governments which shall enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Ghana the assurances of its highest consideration.

Embassy of the United States of America
Accra, November 24, 1997

The Ministry of Foreign Affairs has the further honour to inform the Embassy of the United States that the proposals set forth in the Embassy's Note are acceptable to the Government of Ghana and to confirm that the Embassy's Note and this Note shall constitute an agreement between our two governments which shall enter into force on this date.

The Ministry of Foreign Affairs of the Republic of Ghana avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Accra,
24th February, 1998.

Embassy of the U.S.A.,
ACCRA.

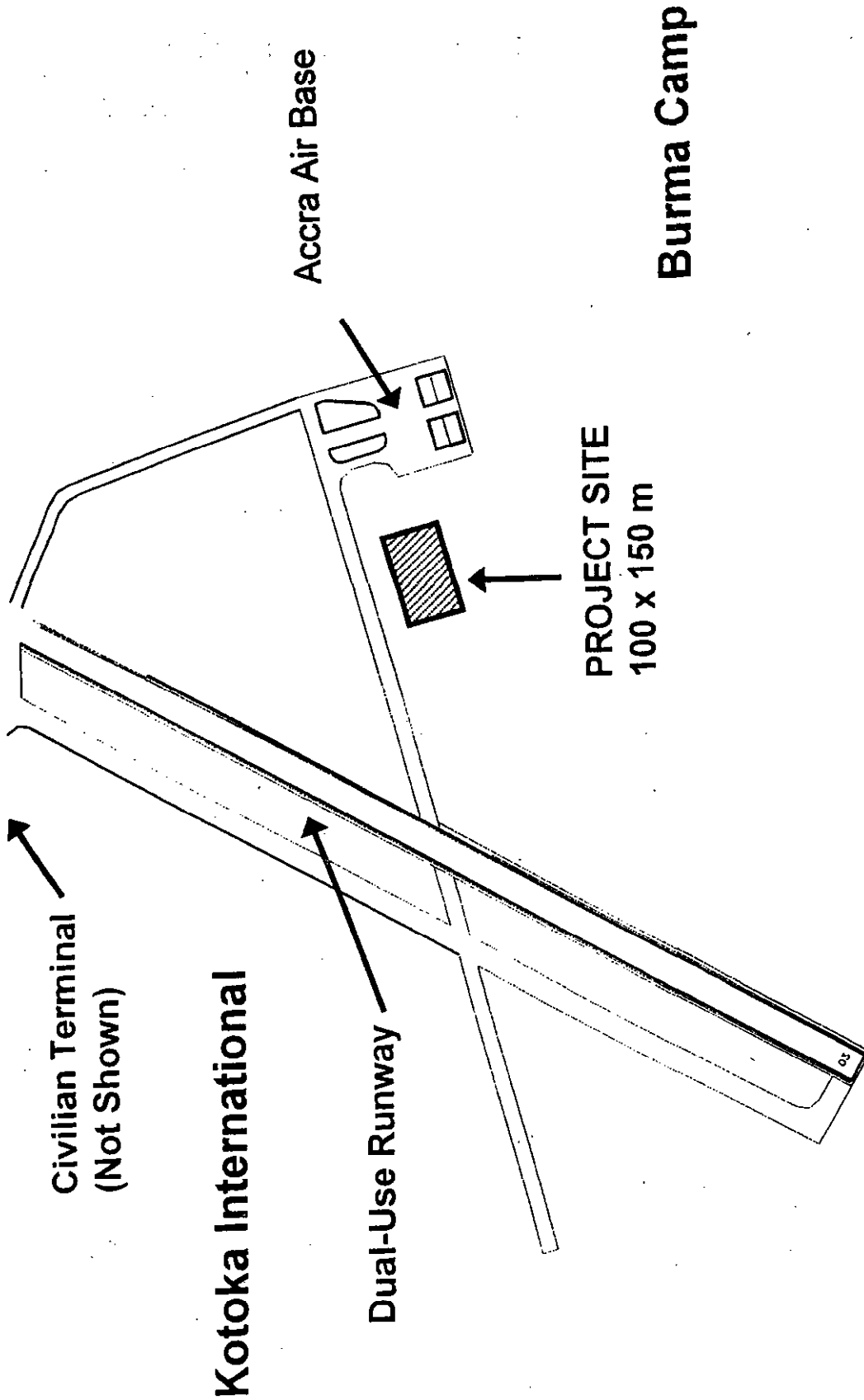
(SEAL)

[1] Not transmitted

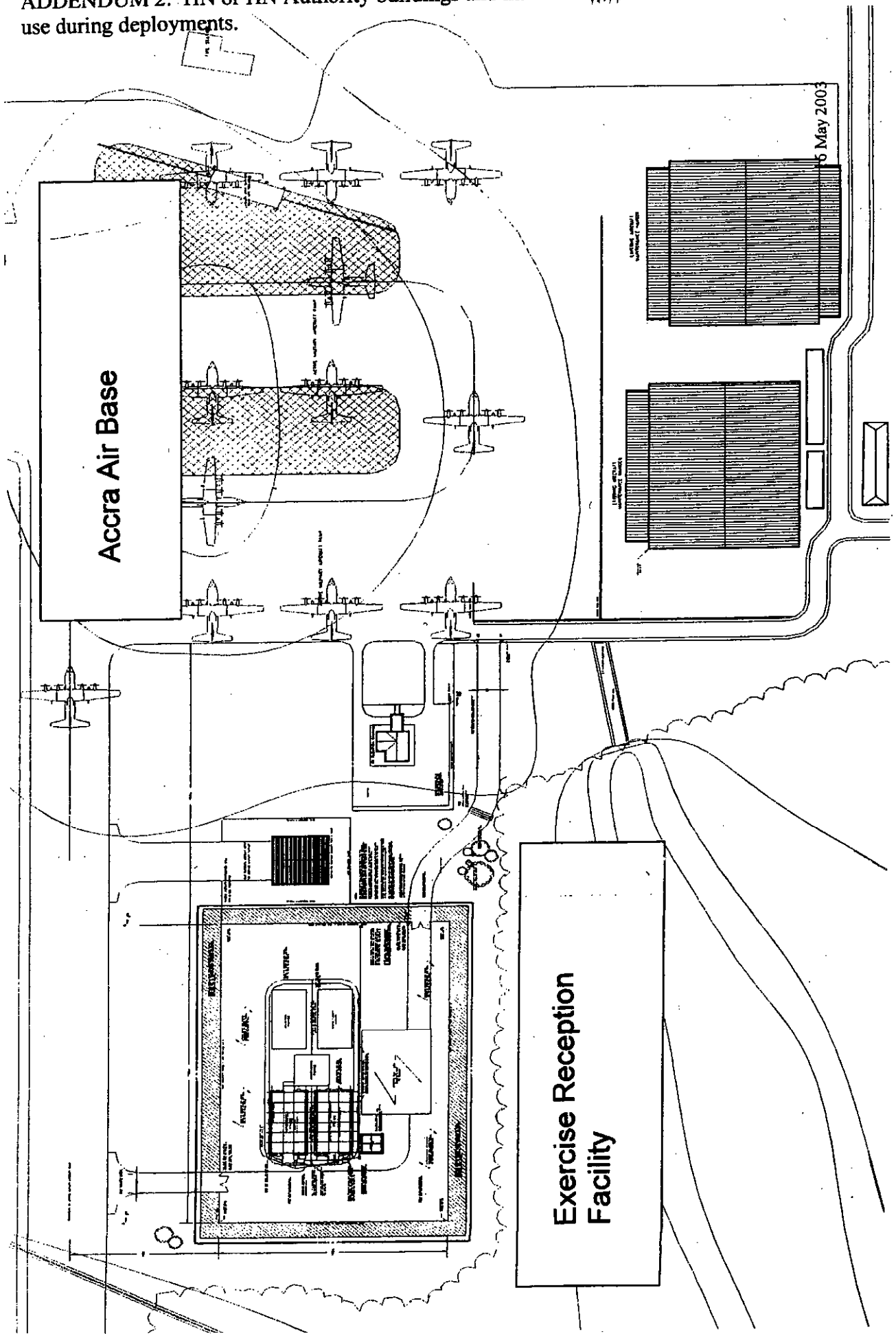
Addenda

1. **A list of HN or HN Authority buildings and infrastructure available for USEUCOM's use to prepare to the African Fuel Initiative Hubs for deployments.**
2. **A list of HN or HN Authority buildings and infrastructure at available African Fuel Initiative Hubs for Visiting Force use during deployments.**
3. **Facilities Constructed by the Visiting Force**

ADDENDUM 1 identifying the Project Site available for USEUCOM's use to prepare for the construction of the African Fuel Initiative Hubs facility



ADDENDUM 2: HN or HN Authority buildings and infrastructure available for Visiting Force use during deployments.



**ADDENDUM 3
FACILITIES CONSTRUCTED BY THE VISITING FORCE**

**TECHNICAL ARRANGEMENT
FOR THE ESTABLISHMENT AND USE OF
U.S. MILITARY SUPPORT CAPABILITIES
IN THE REPUBLIC OF GHANA**

BETWEEN

**THE REPUBLIC OF GHANA
AND
THE UNITED STATES EUROPEAN COMMAND**

ARTICLE I: INTRODUCTION

- 1.1 Purpose. The Republic of Ghana (Host Nation) and the United States European Command (USEUCOM) establish this Addendum to the Technical Arrangement to *define the terms of design, construction, operations, and maintenance of facilities* constructed by the Visiting Force in The Republic of Ghana, including the Exercise Reception Facility at Accra Air Base.
- 1.2 Status. The associated real estate (land) is made available to the United States for the construction of facilities in support of USEUCOM. The land shall remain the property of the Host Nation while the facilities constructed shall be designated as Joint Use.

ARTICLE II: DEFINITIONS

- 2.1 Facilities. Facilities include all structures and associated infrastructure improvements constructed by the Visiting Force, specifically including the Exercise Reception Facility
- 2.2 Construction. All activities required for construction of the facilities including site access, excavation, hauling, procurement, storage and delivery of materials, equipment rental, and personnel support and movement within the Host Nation.

- 2.3 Maintenance. The day-to-day, periodic or scheduled work required to preserve the site, facilities and associated equipment.
- 2.3 (a) Grounds Maintenance. The cutting and removal of all grass, vegetation and debris from the facilities and associated property.
- 2.3 (b) Facilities Maintenance. All work required to restore structures, components and associated equipment which have deteriorated from fair wear and tear as well as work required to prevent damage or deterioration.
- 2.4 Repair. Restoration of the facilities, associated equipment, or components thereof, to such condition that they may be used effectively for their designated purpose by overhaul, processing, or replacement of the constituent parts that have deteriorated by action of elements or wear and tear in use and which cannot be corrected by maintenance. Repair includes restoring or replacing components of facilities, or equipment damaged by fire, storm, explosion, the elements, and other disasters.
- 2.5 Security. The physical protection of the site, facilities, equipment, stored material and personnel against harm, damage or theft.
- 2.6 Inspection. Periodic or scheduled evaluation and assessment of the condition of the facilities by visual, mechanical or other means.
- 2.7 Operations. The use of the facilities for the intended purpose of supporting the Visiting or Host Nation Force involved in exercises, operations or other activities.
- 2.8 For all matters and issues related to the Facilities and this Addendum, the Office of Defense Cooperation shall be the primary representative of the Visiting Force.

ARTICLE III: RESPONSIBILITIES

- 3.1 Construction. The Visiting Force shall design and construct the facilities with U.S. military engineers and, as desired, private contractors. Host Nation Military Engineers will be invited to participate in design and construction as desired.
- 3.2 Security. The Host Nation shall provide security for the facilities. Security shall include routine checks of buildings, perimeter fencing and facility locks. The level of security provided shall be consistent with and similar to the security provided by the Host Nation for other active Host Nation military installations. The Host Nation shall immediately inform the Visiting Force if a breach or lack of security is found.
- 3.3 Inspection. At the start and completion of each period of operation or use of the facilities, the Host Nation and Visiting Force will conduct a joint inspection of the facilities. Each inspection shall be documented with the date, time, name of inspector and conditions found with copies of the report provided to both the Host Nation and Visiting Force within 7 days.

- 3.4 Operations. The Host Nation or Visiting Force conducting operations shall be responsible for providing security during operations. Any facilities damages that occur during operations shall be repaired by the force conducting the operation.
- 3.5 Grounds Maintenance. The Host Nation shall be the responsible for Grounds Maintenance on and within 5 meters of the facilities. The level of Grounds Maintenance provided shall be consistent with and similar to the Grounds Maintenance provided for other active Host Nation military installations.
- 3.6 Facilities Maintenance and Repair. The Host Nation or Visiting Force using the facilities shall be responsible for facilities maintenance and repair during periods of use and to an extent proportional to their use of the facilities. The Office of Defense Cooperation shall track and monitor use of the facilities to determine the proportional maintenance and repair costs to be assigned to each force. The Office of Defense Cooperation shall collect associated funds and oversee maintenance and repair. Forces will have the option of performing maintenance and repairs to the satisfaction of Office of Defense Cooperation in lieu of providing the associated funds. USEUCOM (J4-EN) will provide engineering and contracting support as required to establish maintenance and repair contracts.
- 3.7 Emergency Services. The Host Nation shall provide fire protection and other emergency services for the facilities. Services provided shall be consistent with and similar to the service provided for other, active Host Nation military installations.

ARTICLE IV: ACCESS AND USE

- 4.1 The Visiting Force shall be granted priority access to and unrestricted priority use of the facilities whenever the Visiting Force is conducting exercises or operations in the Host Nation. The scheduling and conduct of exercises, operations or other events shall be as mutually agreed to by the Host Nation and Visiting Force.
- 4.2 Whenever the facilities are not being used by the Visiting Force, Host Nation Forces shall be granted access to and use of the facilities for specific events and periods of time as mutually agreed to by the Host Nation and Visiting Force. Access and use shall be subject to the provisions of paragraph 3.4.
- 4.3 Whenever the facilities are not in use or operation by either the Host Nation or the Visiting Force, the facilities will remain locked and security will be provided by the Host Nation. Use of the facilities by other nations or groups may be authorized with the express consent and agreement of both the Host Nation and the Visiting Force. The sponsoring Party shall be responsible for such third party.


ARTICLE V: EFFECTIVE DATE AND TERMINATION

- 5.1 Effective Date. This Addendum shall be in effect upon signature by the Host Nation and Visiting Force.
- 5.2 Disposition of Facilities. When the facilities are no longer required for use by the Visiting Force, representatives of the Host Nation and Visiting Force shall conduct a joint inventory and conditions survey and shall negotiate terms for the release of the facilities. The Visiting Force shall be under no obligation to remove the facilities or restore land made available by the Host Nation to conditions existing prior to the construction of the facilities or to any other condition. The Visiting Force shall not be liable for any costs associated with restoration of the facilities or associated land.

ARTICLE VI: CONCLUSION

- 6.1 The foregoing represents the arrangements made by the Host Nation and Visiting Force as indicated by the signatures below.


For the Republic of Ghana:



Honorable Nana Akufo-Addo
Minister for Foreign Affairs

14th APRIL, 2005
DATE

For the United States European Command:



CHARLES F. WALD
General, USAF
Deputy Commander for the United States
European Command (USEUCOM)

19 May 2005
DATE