

DEFENSE

Agreement Between the UNITED STATES OF AMERICA and GHANA

Effected by Exchange of Notes
Dated at Accra October 28 and
November 19, 1996



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

GHANA

Defense

*Agreement effected by exchange of notes
Dated at Accra October 28 and November 19, 1996;
Entered into force November 19, 1996.*

The American Embassy to the Ministry of Foreign Affairs of Ghana

**EMBASSY OF THE
UNITED STATES OF AMERICA**

No. 34

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 earlier discussion between representatives of the two governments regarding the provision of commodities, services and associated military education and training by the United States Government in order to train and equip Ghanaian forces participating in ECOMOG peacekeeping operations.

In accordance with these discussions, it is proposed that the Government of Ghana agree:

A. That the Government of Ghana shall not, unless the consent of the Government of the United States of America has first been obtained:

i) Permit any use of any such commodities, services or related training by anyone not an officer, employee or agent of the Government of Ghana;

ii) Transfer or permit any officer, employee or agent of the Government of Ghana to transfer such commodities, services or related training by gift, sale or otherwise; or

iii) Use or permit the use of such commodities, services or related training for purposes other than those for which delivered;

B. That said commodities, services or related training shall be returned to the Government of the United States of America when they are no longer needed for the purposes for which they were furnished, unless the Government of the United States of America consents to another disposition;

C. That the net proceeds received by the Government of Ghana in disposing of, with prior written consent of the Government of the United States of America, any commodity, service or related training on a grant basis, including scrap from any such commodity, shall be paid to the Government of the United States of America;

D. That the Government of Ghana shall maintain the security to ensure that such commodities, services or related training are neither lost, stolen nor used for other than authorized purposes; that it shall provide virtually the same degree of security protection afforded to such commodities, services or related training by the Government of the United States of America; that it shall, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use thereof by the Government of Ghana; and

E. That the Government of the United States of America may also from time to time take the provision of other commodities, services or related training furnished under other authority (except the United States Arms Export Control Act) subject to the terms and conditions of this agreement. (Transfers under the United States Arms Export Control Act shall continue to be governed by the requirements of that act and United States regulations applicable to such transfers.)

If the Government of Ghana agrees with the conditions set forth above, the Embassy proposes that this note, together with the Ministry's reply stating that the foregoing is acceptable to the Government of Ghana, shall constitute an agreement between the two governments on this subject, effective from 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, Ghana, October 28, 1996

The Ministry of Foreign Affairs of Ghana to the American Embassy

REPUBLIC OF GHANA
MINISTRY OF FOREIGN AFFAIRS

AM/U.S.A./MIS

The Ministry of Foreign Affairs of the Republic of Ghana presents its compliments to the Embassy of the United States of America and, with reference to the latter's Note No. 34 of October 28, 1996, has the honour to state that the terms and conditions of the offer as set forth in the Note are acceptable to the Government of Ghana.

The Ministry of Foreign Affairs, accordingly, confirms that the Embassy's Note No. 34 and this reply Note constitute an agreement between the Governments of Ghana and the United States of America, which comes into force today.

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.

19th November, 1996.

A C C R A.