

DEFENSE

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and GHANA**

Signed at Accra May 9, 2018

with

Annex and Appendix



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: Cooperation

*Agreement signed at Accra May 9, 2018;
Entered into force May 31, 2018.
With annex and appendix.*

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF GHANA
ON DEFENSE COOPERATION,
THE STATUS OF UNITED STATES FORCES,
AND
ACCESS TO AND USE OF AGREED FACILITIES AND AREAS
IN THE REPUBLIC OF GHANA**

Preamble

The Government of the United States of America (hereinafter “the United States”) and the Government of the Republic of Ghana (hereinafter “Ghana”), hereinafter referred to collectively as “the Parties” and singularly as a “Party”;

Desiring to conclude an agreement contributing to enhanced security cooperation between the Parties, and recognizing that such cooperation is based on full respect for the sovereignty of each Party;

Reaffirming the strong defense relationship between the Parties based on a shared commitment to peace and stability and common approaches to addressing regional defense and security issues;

Reaffirming the recent dialogue between the Presidents of the United States and Ghana on the importance of the bilateral defense relationship; and

Considering that, by arrangement between the United States and Ghana, United States forces may be present in Ghana in pursuit of common defense efforts, as well as to provide support to the security of United States Government personnel and facilities in the region; and

Recalling the Acquisition and Cross-Servicing Agreement between the Government of the United States of America, Represented by the United States Department of Defense, and the Government of the Republic of Ghana, Represented by the Ministry of Foreign Affairs and Regional Integration, signed at Stuttgart and Accra on April 13 and 28, 2015, and entered into force April 28, 2015;

Have agreed as follows:

ARTICLE 1
Definitions

1. “United States forces” means the United States Department of Defense (hereinafter “DoD”), including its constituent organizations, and all of its property, equipment, and materiel and its military personnel and civilian personnel present in the territory of Ghana in connection with this Agreement. Within this definition:
 - a. “Military personnel” means members of the United States Armed Forces present in the territory of Ghana in connection with this Agreement; and
 - b. “Civilian personnel” means persons who are employed by DoD present in the territory of Ghana in connection with this Agreement.
2. “United States contractor” means a person or entity supplying goods or services in Ghana to or on behalf of United States forces under a contract or subcontract with or in support of DoD, and its employees who are not nationals of or ordinarily resident in Ghana.
3. “Agreed facilities and areas” means the facilities and areas in the territory of Ghana as described in Annex A of this Agreement, and such other facilities and areas in the territory of Ghana as may be provided by Ghana in the future, to which United States forces, United States contractors, and others as mutually agreed, shall have the right to access and use in connection with this Agreement.
4. “Executive Agent” means DoD for the United States and the Ministry of Defence for Ghana.
5. “Official duty” means any duty, service, or act required, or authorized to be done by statute, regulation, or order of a military superior or of the member of the civilian component issued in his or her supervisory capacity. Official duty is not meant to include all acts done by an individual during the period while on duty, but is meant to apply only to acts that are required or authorized to be done as a function of that duty or service that the individual is performing.

ARTICLE 2
Purpose and Scope

1. This Agreement sets forth a framework for enhanced partnership and security cooperation between the Parties with the aims of strengthening their defense relationship further and addressing shared security challenges in the region, including those relating to the protection of Government personnel and facilities.
2. This Agreement clarifies access to and use of Agreed facilities and areas by United States forces, thereby facilitating training, including to maintain unit readiness, combined exercises, and other military engagement opportunities.
3. United States forces may undertake the following types of activities in Ghana: training; transit;

support and related activities; refueling of aircraft; landing and recovery of aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; exercises; humanitarian and disaster relief; and other activities as mutually agreed.

4. All obligations under this Agreement are subject to the availability of appropriated funds authorized for these purposes.

ARTICLE 3

Status of Military Personnel and Civilian Personnel

1. Ghana shall accord to military personnel and civilian personnel the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961.
2. Military personnel may possess and carry arms in Ghana while on Official duty if authorized to do so by their orders. In issuing such orders, the United States forces authorities shall consult with the appropriate authorities of Ghana. Military personnel may wear their uniforms while performing Official duties.

ARTICLE 4

Entry and Exit

Military personnel and civilian personnel may enter and exit Ghana with United States Government-furnished identification (for military personnel, an identification card and collective movement or individual travel orders, and for civilian personnel, a passport and official orders).

ARTICLE 5

Access to and Use of Agreed Facilities and Areas

1. Ghana hereby provides unimpeded access to and use of Agreed facilities and areas to United States forces, United States contractors, and others as mutually agreed. Such Agreed facilities and areas, or portions thereof, provided by Ghana shall be designated as either for exclusive use by United States forces or to be jointly used by United States forces and Ghana. Ghana shall also provide access to and use of a runway that meets the requirements of United States forces.
2. United States forces are hereby authorized to exercise all rights and authorities that are necessary for the use, operation, defense, or control of Agreed facilities and areas, including taking appropriate measures to protect United States forces. United States forces intend to coordinate such measures with the appropriate authorities of Ghana.
3. United States forces and United States contractors may undertake construction activities on, and

make alterations and improvements to, Agreed facilities and areas. United States forces may carry out construction works and other services with military personnel and civilian personnel.

4. United States forces are hereby authorized to control entry to Agreed facilities and areas that have been provided for exclusive use by United States forces, and to coordinate entry with the authorities of Ghana at Agreed facilities and areas provided for joint use by United States forces and Ghana, for purposes of safety and security.
5. United States forces shall be responsible for the operation and maintenance, construction, and development costs of Agreed facilities and areas provided for the exclusive use of United States forces unless otherwise agreed. The Parties shall be responsible on the basis of their proportionate use for the operation and maintenance costs of Agreed facilities and areas provided for joint use by United States forces and Ghana. Ghana shall furnish, without rental or similar costs to United States, all Agreed facilities and areas, including those jointly used by United States forces and Ghana.
6. United States forces and United States contractors shall be afforded priority in access to and use of Agreed facilities and areas that have been provided for joint use whenever United States forces are conducting exercises or other activities in connection with this Agreement in Ghana. Access to and use of Agreed facilities and areas by others may be authorized with the express consent of both Ghana and United States forces.
7. From time to time, representatives of the Executive Agents shall conduct joint inspections of Agreed facilities and areas, for instance at the start and completion of each period during which United States forces are physically present at the Agreed facilities and areas. Each inspection shall be documented by written report, prepared by representatives of the Executive Agents, and including the date, time, names of inspectors, and conditions identified. Copies of the report shall be provided to each Executive Agent within seven (7) days of the completion of each inspection.

ARTICLE 6

Property Ownership

1. All existing buildings, non-relocatable structures, and assemblies affixed to the land in Agreed facilities and areas, including ones altered or improved by United States forces, remain the property of Ghana. Buildings constructed by United States forces shall become the property of Ghana once constructed, but shall be used by United States forces until no longer needed by United States forces.
2. United States forces shall return as the sole and unencumbered property of Ghana any agreed facility or area, or any portion thereof, including non-relocatable structures and assemblies constructed by United States forces, once no longer needed by United States forces. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed facility or area, including possible compensation for improvements or construction.

3. United States forces and United States contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other moveable property that have been imported into or acquired within the territory of Ghana in connection with this Agreement.

ARTICLE 7

Prepositioning and Storage of Equipment, Supplies, and Materiel

United States forces are hereby authorized to preposition and store defense equipment, supplies, and materiel (hereinafter referred to as prepositioned materiel) at Agreed facilities and areas. The prepositioned materiel of United States forces and the Agreed facilities and areas or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of United States forces. United States forces shall retain title to and control over the use of prepositioned materiel and shall have the right to remove such items from the territory of Ghana.

ARTICLE 8

Security

1. Ghana shall take such measures as are necessary to ensure the protection, safety, and security of United States forces and United States contractors and the protection and security of United States property and official United States information. In furtherance of this responsibility, Ghana and United States forces shall cooperate closely to ensure that such security, safety, and protection are provided.
2. The Parties mutually agree that Ghana retains primary responsibility for security on and outside of Agreed facilities and areas provided for joint use and outside of Agreed facilities and areas that have been provided for exclusive use by United States forces.
3. The Parties anticipate that United States forces and United States contractors may not be physically present at Agreed facilities and areas at all times. During those times that United States forces, United States contractors, or Ghana authorities are not physically present at Agreed facilities and areas, such facilities and areas shall remain locked and secure, and security for such facilities and areas shall be provided by Ghana, consistent with paragraph 2 of this Article.

ARTICLE 9

Contracting

1. United States forces may conclude contracts for the acquisition of goods and services, including construction, in Ghana in accordance with United States laws and regulations. United States forces may acquire goods and services in Ghana from any source.
2. Acquisition of goods and services in Ghana by or on behalf of United States forces shall not be

subject to any taxes, customs duties, or similar charges imposed by Ghana or its instrumentalities or any subdivision thereof.

ARTICLE 10
Taxes

1. United States forces shall not be liable to pay any tax or similar charge assessed within Ghana.
2. United States contractors shall not be liable to pay any tax or similar charge assessed within Ghana in connection with this Agreement.

ARTICLE 11
Importation and Exportation

1. United States forces may import into, and export out of, and use in Ghana any personal property, equipment, supplies, materiel, technology, training, or services in connection with this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within Ghana.
2. United States contractors may import into, and export out of, and use in Ghana any personal property, equipment, supplies, materiel, technology, training, or services in connection with contracts or subcontracts with or in support of United States forces in connection with this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within Ghana.

ARTICLE 12
Freedom of Movement and Vehicles, Vessels, and Aircraft

1. Aircraft, vehicles, and vessels operated by or, at the time, exclusively for United States forces may enter, exit, and move freely within the territory and territorial waters of Ghana with respect for the relevant rules of air, maritime, and land safety, and movement.
2. Aircraft, vehicles, and vessels operated by or, at the time, exclusively for United States forces shall not be subject to the payment of landing, parking, or port fees, compulsory pilotage, navigation or overflight charges, or tolls or other use charges including lighterage and harbor dues levied by Ghana, its instrumentalities or any subdivision thereof; however, United States forces shall pay reasonable charges for services requested and received at rates no less favorable, less taxes and similar charges, than those paid by the armed forces of Ghana.

3. United States Government aircraft, vehicles, and vessels shall be free from boarding and inspection without the consent of United States forces authorities.

ARTICLE 13
Driving and Professional Licenses

1. Ghana agrees to accept as valid all professional licenses issued by the United States Government, or its States or political subdivisions, to military personnel and civilian personnel and to United States contractors, in relation to the provision of services as part of their official or contractual duties.
2. Ghana agrees to accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to military personnel and civilian personnel and United States contractors for the operation of vehicles.

ARTICLE 14
Use of Radio Spectrum

Ghana recognizes that it may be necessary for United States forces to use the radio spectrum. United States forces shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. United States forces shall make every reasonable effort to coordinate the use of frequencies with Ghana's Executive Agent. Use of the radio spectrum shall be free of cost to United States forces.

ARTICLE 15
Claims

1. Other than contractual claims, the Parties waive any and all claims against each other for damage to or loss or destruction of property owned by the Party, or death or injury to any military personnel and civilian employees of either Party arising out of the performance of their Official duties in Ghana.
2. Claims by third parties for damages or loss caused by military personnel and civilian personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

ARTICLE 16

Annex

Annex A shall be appended to this Agreement and shall form an integral part of this Agreement. Annex A to this Agreement may be amended by written agreement of the Parties or their Executive Agents.

ARTICLE 17

Implementation

1. The Parties, or their Executive Agents, may enter into Implementing Arrangements to carry out the provisions of this Agreement.
2. The Parties hereby establish a Joint Committee to oversee implementation of this Agreement. The Joint Committee shall be co-chaired by the representatives of the Executive Agents, and shall convene as necessary.

ARTICLE 18

Settlement of Disputes

Any dispute regarding the application, implementation, or interpretation of this Agreement, or its Implementing Arrangements or Agreements, shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution. Those disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate, and shall not be referred to any national or international court, tribunal, or similar body, or to any third party for settlement, unless otherwise mutually agreed.

ARTICLE 19

Entry Into Force, Amendment, and Duration

1. This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties indicating that each Party has completed its internal procedures necessary for entry into force. Thereafter, it shall remain in force unless terminated by either Party on one year's written notice to the other Party through diplomatic channels.
2. Except as set forth in Article 16, this Agreement may only be amended by mutual written agreement of the Parties.

3. This Agreement, upon its entry into force, shall supersede the Agreement between the Government of the United States of America and the Government of the Republic of Ghana regarding the status of United States military and civilian employees of the United States Department of Defense temporarily present in Ghana in connection with the African Crisis Response Initiative and other activities, effected by an exchange of notes at Accra dated November 24, 1997 and February 24, 1998, and entered into force February 24, 1998; and the Agreement between the Government of the United States of America and the Government of the Republic of Ghana regarding the status of U.S. military and civilian personnel of the U.S. Department of Defense temporarily present in Ghana in connection with humanitarian relief operations in Southern Africa, effected by an exchange of notes at Accra March 22 and April 7, 2000, and entered into force April 7, 2000.

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

DONE at ACCRA, in duplicate, this 9TH day of MAY, 2018, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Robert P. Jackson
Robert P. Jackson
Ambassador to the
Republic of Ghana

FOR THE GOVERNMENT OF THE
REPUBLIC OF GHANA:

HON DOMINIC BANITIKWA
AF:
MINISTER FOR DEFENCE

Annex A

- List of “Agreed facilities and areas” in Ghana:
 - 1) Exercise/Operations Support Area (for exclusive use) located at Ghana military facility adjacent to the Kotoka International Airport. (See picture 2 in Appendix 1 to this Annex.)
 - 2) Primary Parking Area (for joint use) located at the Ghana military facility adjacent to the Kotoka International Airport. (See picture 1 in Appendix 1 to this Annex.)
- United States forces and United States contractors may access and use a runway located at the Kotoka International Airport. (See picture 1 in Appendix 1 to this Annex.)

Appendix 1 to Annex A
Kotoka International Airport – Accra, Ghana

