

**AGREEMENT BETWEEN  
THE AUSTRIAN FEDERAL GOVERNMENT AND THE  
GOVERNMENT OF THE REPUBLIC OF GHANA  
ON DEFENCE CO-OPERATION**

**Preamble**

The Austrian Federal Government (hereinafter referred to as “Austria”) and the Government of the Republic of Ghana (hereinafter referred to as “Ghana”) individually referred to as “Party” and jointly referred to as “Parties”,

*Considering* the existing friendly relations between Ghana and Austria and their people,

*Reaffirming* their commitment to the Charter of the United Nations,

*Desiring* to enhance co-operation between their Ministries of Defence and Armed Forces,

*Recognizing* both nations’ commitment to their regional, multilateral and bilateral security arrangements,

*Proceeding* from the fact that this instrument does not affect commitments made by both nations in respect of international treaties and commitments,

*Reaffirming* their intention to continue to further strengthen the existing co-operation,

*Bearing in mind* that the sending of Personnel by one Party and receiving of Personnel by the other Party will, in each individual case, continue to be subject to separate arrangements between the Parties and will require prior approval of the Parties in accordance with their domestic laws,

*Desiring*, however, to define in this instrument a legal framework for the status of such Personnel while in the territory of the other Party,

Have reached the following agreement (hereinafter referred to as the “Agreement”):

**Article 1  
Definitions**

For the purpose of this Agreement, the following terms will have the meaning attributed to them below:

- Personnel:** A member or members of the Ministries of Defence or of the Armed Forces of either Party performing official duties under this Agreement
- Host Party:** The Party that is receiving personnel from the other Party.
- Sending Party:** The Party sending its personnel to the Host Party.
- Competent Authorities:** The Competent Authorities in charge of the implementation of this Agreement are the Minister of Defence of the Republic of Ghana and the Federal Minister of Defence of the Republic of Austria.

## **Article 2 Objectives**

In accordance with the domestic laws of the Parties, the principles of equality, reciprocity and mutual interest, and subject to restrictions of national security, the Parties shall cooperate in the field of security and defence by:

- a. Promoting training, exercises and education of Personnel;
- b. Exchanging experience and conducting joint training for troops' readiness for peacekeeping under the United Nations and in support of regional bodies,
- c. Considering and undertaking any other activity, which in their opinion would promote closer co-operation between them.

## **Article 3 Implementation**

(1) The competent authorities responsible for the implementation and for ensuring the observance of this Agreement are listed below:

For the Republic of Austria:

Federal Ministry of Defence

For the Republic of Ghana:

Chief Director  
Ministry of Defence

(2) The Parties shall notify each other through diplomatic channels the contact details of their competent authorities, as well as any subsequent changes regarding their respective competent authorities.

## **Article 4 Areas of Cooperation**

The Parties intend to cooperate in the following areas:

- a. Defence industry, research and technology
- b. Military training and education
- c. Arms Control
- d. Any other areas of mutual interest

## **Article 5 Forms of Co-Operation**

In accordance with the domestic law of the Parties, and subject to any restriction of national security, the co-operation between the Parties under this Agreement may be realised in the following forms:

- a. Visits by Ministry of Defence authorities, Chief of Armed Forces and Chiefs of military components;
- b. Interactions between the Ministries of Defence and Armed Forces for the objectives of Article 2;
- c. Participation of Personnel in meetings, seminars, conferences, trainings and exercises organized by either Party;
- d. The use of training areas and facilities belonging to either Party upon request by the other Party, subject to the terms and conditions agreed upon by the Competent Authorities;
- e. Any other activity as agreed upon by the Competent Authorities.

## **Article 6 Financial Arrangements**

- (1) Unless otherwise agreed upon by the Competent Authorities, each Party shall bear its own costs with regard to the implementation of this Agreement.
- (2) The Sending Party shall be responsible for the pay, salaries and allowances of its Personnel.
- (3) Where the interest of one Party for a certain activity prevails, this Party bears the costs for the activity, unless otherwise agreed upon by the Parties.

## **Article 7 Discipline and Jurisdiction**

- (1) The Personnel of the Sending Party shall respect the laws, regulations and procedures of the Host Party in course of activities conducted under this Agreement in the territory of the Host Party. The disciplinary control over the Personnel of the Sending Party remains the prerogative of the Competent Authority of the Sending Party.
- (2) Trainees of the Sending Party shall respect the rules and regulations of the institutions they attend in the Host Party. The Sending Party shall issue the appropriate written orders in advance to trainees, a copy of which shall be conveyed to the authorities of the Host Party to ensure that the trainees comply with the mentioned orders.
- (3) The Sending Party shall have the primary right to exercise jurisdiction in case of criminal offences which are committed by its Personnel while performing official duties, and in the following cases:
  - a. offences solely against the security of the Sending Party;
  - b. offences solely against the person or property of other Personnel of the Sending Party;
  - c. offences solely against the property of the Sending Party.

(4) In the event of prosecution of Personnel of the Sending Party before the courts of the Host Party, the Personnel of the Sending Party shall have the right:

- a. To be tried within a reasonable time;
- b. To be represented by someone chosen by the Personnel, or to be assisted according to the legal principles in force in the Host Party;
- c. To receive, if necessary, assistance from a competent interpreter provided by the Host Party throughout the proceedings and the trial;
- d. To communicate with a representative of the Embassy of the Sending Party and, where procedures permit, the attendance of that representative at the proceedings;
- e. To be informed, before the hearing, of the charges and evidence against him or her;
- f. To cross-examine the witnesses who testify against him or her;
- g. Not to be prosecuted for any act or omission which does not constitute a crime under the law of the Host Party at the time when the act or omission was committed;
- h. To serve his or her sentence in the Sending Party in the event of conviction by the courts of the Host Party.

(5) The appropriate authorities shall assist each other in the arrest of Personnel of the Sending Party in the territory of the Host Party and in handing them over to the authority, which is to exercise jurisdiction in accordance with this Agreement.

(6) The authorities of the Host Party shall promptly notify the authorities of the Sending Party of any arrest and/or detention of Personnel of the Sending Party, within the territory of the Host Party. The Host Party shall state the reason for the arrest and/or detention.

(7) The Host Party shall take measures to ensure the security and protection of the Personnel and the property of the Sending Party, within the territory of the Host Party.

(8) Without prejudice to paragraph 4 (h) above, where a member of the Personnel of the Sending Party is accused of an offence for which capital punishment is a possible sentence in the Host Party, such sentence shall not be imposed by the courts of the Host Party.

## **Article 8 Prohibited Activities**

(1) Personnel of the Sending Party shall not:

- a. Be required to participate in any form of combat operations either in or out of the Host Party or in aid of the civil power;
- b. Be required to perform any function, duty or act that is inconsistent with the purpose of this Agreement.

(2) The Sending Party shall instruct its Personnel to abstain from any political or other activity inconsistent with the spirit of this Agreement and to respect the laws and customs of the Host Party during their stay in the Host Party.

**Article 9**  
**Claims**

- (1) The Host Party waives all claims against the Sending Party for damage to any property owned by the Host Party where such damage is caused by Personnel of the Sending Party in the course of official duties.
- (2) The Parties waive all claims against each other for injury or death suffered by their respective Personnel in the course of performing official duties.
- (3) The Host Party shall deal with, and settle, in accordance with its laws, any third party claim arising within its territory out of any official act or omission of Personnel of the Sending Party, which results in injury, death or damage of property. The costs arising from settling such a claim would be distributed among the Parties as follows:
  - a. Where the Sending Party alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent (25%) chargeable to the Host Party and 75 per cent (75%) chargeable to the Sending Party;
  - b. Where both Parties are responsible for the damage, the amount awarded or adjudged shall be distributed equally among them.

**Article 10**  
**Entry into and Exit from the Host Party**

- (1) In accordance with the domestic law of the Parties and subject to compliance with the formalities established by the Host Party relating to entry into and exit from its territory, the Host Party shall facilitate the entry and exit procedures for Personnel of the Sending Party.
- (2) At the time of entry into the Host Party, the following documents shall be required of Personnel of the Sending Party and shall be presented on demand:
  - a. Valid Passport or identity card issued by the Sending Party;
  - b. Individual or collective travel order;
  - c. International certificate of vaccination or revaccination against cholera within six months and yellow fever within 10 years and
  - d. COVID-19 vaccination certificate or COVID-19 test certificate in accordance with the national laws of the Host Party.

**Article 11**  
**Medical Requirements**

- (1) The medical requirements under this Agreement shall be dealt with in accordance with the following principles:
  - a. Medical and dental treatment shall be provided by the Host Party in the same manner and to the same extent as provided to Personnel of the Host Party.

- b. The Sending Party reserves the right to send its Personnel to private medical institutions at its own expense. The Sending Party shall reimburse the Host Party for the costs for extended medical treatment of its Personnel in medical facilities of the Host Party, unless the Personnel can make use of international or bilateral agreements concerning medical arrangements or social security in order to reimburse the costs of the above mentioned treatment.
- c. It is the responsibility of the Sending Party to ensure that its Personnel are medically and dentally fit prior to participating in a cooperation activity.
- d. Each Party assumes responsibility for, and shall bear all expenses relating to the removal and evacuation of its Personnel who are sick, injured and deceased.

(2) Official representatives of the Sending Party shall have the right and shall be assisted by the Host Party to take possession of the bodies and estate of its Personnel who die in the Host Party.

## **Article 12**

### **Permissible period of Stay**

Personnel of the Sending Party shall not by virtue of their presence in the Host Party:

- a. Acquire any right to remain in the Host Party after the end of or after a premature termination of the cooperation activity under this Agreement;
- b. Acquire any domicile in the Host Party.

## **Article 13**

### **Exemption from Customs Duties and Taxes**

(1) In connection with their official duties, the Personnel of the Sending Party are authorized to import arms and military equipment including reasonable quantities of provisions for their exclusive use in the Host Party in accordance with the applicable regulations of the Host Party. The Host Party shall exempt the Personnel of the Sending Party from all customs duties, taxes, fees and similar charges which relate to equipment, supplies, provisions and other goods that are imported by the Sending Party under this Agreement, and shall ensure prompt customs clearance.

(2) All payments and benefits made or given by the Host Party to Personnel of the Sending Party shall not be taxed by the Host Party. Personnel of the Sending Party shall not be liable for tax assessment in respect of such payments and benefits.

## **Article 14**

### **Premature Termination of Co-Operation Activities**

(1) Either Party may terminate a co-operation activity but shall notify the other Party in writing of its intention to do so within sixty (60) days or within such time as is reasonable under the circumstances of the given activity.

(2) In case of premature termination of a cooperation activity, the Competent Authorities may establish mutually satisfactory procedures which are not inconsistent with the provisions contained herein, to carry out the intent of this Agreement and to give effect to its provisions.

(3) The termination of this Agreement should not affect any ongoing programmes or activities under this Agreement, unless otherwise agreed on by the Competent Authorities.

### **Article 15 Exchange of Information**

(1) The Parties hereby undertake to refrain from using any information obtained in the implementation of this Agreement to the detriment of the other Party.

(2) Each Party, in accordance with its laws and regulations, shall observe the confidentiality and secrecy of information received from or supplied by the other party.

(3) The undertakings of this provision shall remain in force for five (5) years even after the cessation of this Agreement.

### **Article 16 Relation to International Agreements**

This Agreement does not affect the rights and obligations of the Parties under other international agreements.

### **Article 17 Settlement of Disputes**

Any dispute arising between the Parties in respect of interpretation or implementation of this Agreement shall be resolved through direct discussions using diplomatic channels between the two Parties.

### **Article 18 Protective Measure**

(1) Either Party reserves the right to recall any of its Military Personnel from the Host Party's territory at any time.

(2) There shall be no military command relationship between the Military Personnel of both Parties, but the relationship shall be based on military etiquette.

### **Article 19 Final Provisions**

(1) This Agreement is concluded for an indefinite period of time. It shall enter into force on the first day of the second month after the Parties have notified each other through diplomatic channels that all national legal requirements necessary for its entry into force have been fulfilled.

(2) This Agreement may be amended by mutual agreement. Such amendments shall enter into force in accordance with paragraph 1. It shall be reviewed every five (5) years, if necessary.

(3) Either Party may terminate the Agreement by giving six (6) months' written notice to the other Party of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective governments, have signed this Agreement in two originals, each in the English and German languages, both texts being equally authentic.

**Signed in                      on this                      day of                      in the year**

**FOR THE AUSTRIAN FEDERAL  
GOVERNMENT**

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF GHANA**