

**FRAMEWORK AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF TURKEY**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF GHANA**

**ON COOPERATION**

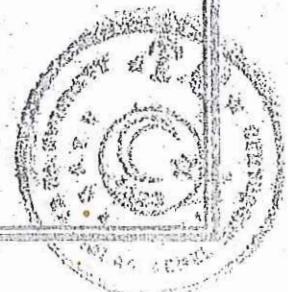
**IN MILITARY FIELDS OF**

**TRAINING, TECHNIQUE AND SCIENCE**

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**FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TURKEY  
AND THE GOVERNMENT OF THE REPUBLIC OF GHANA ON COOPERATION IN MILITARY  
FIELDS OF TRAINING, TECHNIQUE AND SCIENCE**

The Government of the Republic of Turkey and The Government of the Republic of Ghana (hereinafter referred to as the "Party" or the "Parties"),

Reaffirming their commitment to the aims and principles of the United Nations Charter,

Emphasizing the fact that cooperation in various military fields on the basis of mutual respect for the sovereignty and equality of both Parties will contribute to the common interests and economic efficiency of both nations,

Stressing the need for developing the existing friendly relations between both nations on the basis of national laws, international rules and agreements,

Have agreed as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to provide a framework for the relations and develop the cooperation between the Parties in the fields specified in Article IV and in other fields that may be agreed upon by the Parties within the boundaries of the responsibilities of the competent authorities.

**ARTICLE II  
SCOPE**

This Agreement shall be applied to the exchange of personnel, material, equipment, information and experience in the fields specified in Article IV and in other fields as may be agreed upon in implementing memorandums of understanding, protocols and other technical arrangements concluded on the basis of this Agreement.

**ARTICLE III  
DEFINITIONS**

The terms used in this Agreement shall have the following meanings:

1. **Sending State** means the State that sends personnel, material and equipment to the Receiving State for the purposes of this Agreement.
2. **Receiving State** means the State in the territory of which the personnel, material and equipment of the Sending State are deployed for the purpose of implementing this Agreement.
3. **Guest Personnel** means the military/civilian persons sent by either Party to the other Party for the purposes of this Agreement.
4. **Dependants** mean the spouses and children of the Guest Personnel whom he or she is responsible to look after in accordance with his/her respective national legislation.



5. **Senior Personnel** means the most senior person among the Guest Personnel who is appointed in accordance with the national legislation of the Sending State to supervise the activities of the military/civilian group sent within the scope of this Agreement.

6. **Cooperation** means the activities jointly organized by the Parties within the framework of this Agreement.

#### ARTICLE IV FIELDS OF MILITARY COOPERATION

The cooperation between the Parties includes the following fields:

1. Cooperation in military training and instruction;
2. Cooperation between military institutions and contact visits,
3. Participation in exercises/training, sending observers to exercises,
4. Cooperation in defence industry,
5. Military cooperation between the Armed Forces,
6. The organizational structure of the Armed Forces, the structure and equipments of military units, personnel management,
7. Cooperation in military intelligence,
8. Cooperation in the field of logistics and logistical systems,
9. Cooperation in military medicine and health services,
10. Cooperation on communications, electronics and information systems,
11. Cooperation in operations other than war, such as peacekeeping, humanitarian aid and counter piracy operations,
12. Exchange of information on military legal systems,
13. Cooperation in the field of mapping and hydrography,
14. Exchange of personnel for professional development,
15. Cooperation in military scientific and technological research,
16. Social, sportive and cultural activities,
17. Other areas to be agreed upon by the Parties.

#### ARTICLE V IMPLEMENTATION AND PRINCIPLES OF COOPERATION

1. The cooperation may be realized in the following ways depending on the decision of the Parties:

- a. Meetings and visits of the Ministers of Defence, Chiefs of Staff and their deputies or other officials authorized by the Parties,
- b. Exchange of experience between the experts of the Parties in various fields of activities,
- c. Organizing training courses and instructions free of charge or at current/reduced charges in military units, headquarters and institutions,
- d. Contacts between similar military institutions,
- e. Organization of joint discussions, consultations, meetings and participation in courses, symposia and conferences,
- f. Participating in military exercises including real firing exercises, participating in those military exercises as observers, conducting passage trainings and port visits, organizing joint exercises,
- g. Exchange of information and training materials,
- h. Providing mutual logistical support and exchanging munitions, materials and services in the form of grant or with a charge.

2. The Parties may conclude complementary implementing memorandums of understanding, protocols and arrangements for the implementation of this Agreement.



**ARTICLE VI**  
**COMPETENT AUTHORITIES AND ANNUAL IMPLEMENTATION PLANS**

1. The competent authorities for the implementation of this Agreement are:  
For the Government of the Republic of Turkey : The General Staff of the Republic of Turkey  
For the Government of the Republic of Ghana : The Ministry of Defence of the Republic of Ghana
2. The Parties shall prepare annual implementation plans for joint activities for the implementation of this Agreement. The annual implementation plans shall include the name, scope, type, date, place, the executing institutions, financial aspects and other details of the activities that will be carried out.
3. The cooperation shall be realized by taking into consideration the mutual interests and needs of the Parties on the basis of reciprocity.
4. The materials, technical information and documents exchanged in the form of grant or in return for pay, or produced jointly by the Parties in accordance with this Agreement, other agreements or protocols shall not be transferred to a third country without prior mutual consent.
5. The cooperation between the Parties shall be strengthened through reciprocal visits at all levels mentioned in the annual implementation plans.

**ARTICLE VII**  
**SECURITY OF CLASSIFIED INFORMATION AND MATERIAL**

1. All classified information, documents, physical and intellectual property rights and the military material provided or produced under this Agreement shall be exchanged, used and protected for their purposes according to subsequent agreements or arrangements concluded between the Parties.
2. The Parties shall protect and preserve the information and material exchanged under this Agreement by giving them equal classification status. The corresponding degree of classification used by the Parties shall be as follows.

For the Government of the Republic of Turkey		For the Government of the Republic of Ghana	
Top Secret	Çok Gizli	Top Secret	Top Secret
Secret	Gizli	Secret	Secret
Confidential	Özel	Confidential	Confidential
Restricted	Hizmete Özel	Restricted	Restricted
Unclassified	Tasnif Dışı	Unclassified	Unclassified

3. The Parties shall not use the information and materials exchanged under this Agreement against each other.
4. The classified information and materials shall not be disclosed to a third party without the prior written consent of the Party which provided them.
5. The classified information and material shall be exchanged only through governmental channels or other channels approved by the Assigned Security Authorities of the Parties. The classification status of the information shall be determined by the Party, which provides the information.



6. The Parties shall continue to be responsible for the protection and prevention of the lifting of the classified status of the exchanged classified information and material even after the termination of this Agreement.

7. The Parties shall respect the rights and rules governing patents, copyrights and commercial secrets in their cooperation activities.

8. Separate security agreement on the transfer, usage and protection of classified information and materials exchanged within scope of Agreement could be signed, if deemed necessary, under the responsibility of authorities which are authorised for each of the areas of cooperation mentioned in Article IV.

9. The Parties may impose restrictions on matters involving national secrets.

#### **ARTICLE VIII LEGAL MATTERS**

1. Guest Personnel and their Dependants shall be subject to the existing laws and regulations of the Receiving State during their presence in the territory of the Receiving State including their entry, stay and departure; and they shall be under the jurisdiction of the Receiving State. In cases where the jurisdiction of the Receiving State is applied and the verdict envisages a penalty, which does not exist in the legislation of the Sending State, a type of penalty, which exists in the legislation of both States or which is suitable for the Parties shall be applied.

2. In case that any of the Guest Personnel or their Dependants is detained or arrested, the Receiving State shall promptly inform the Sending State of this situation.

3. In case that any of the Guest Personnel or their Dependants faces a legal investigation or trial in the Receiving State, he or she shall be entitled to all the generally accepted legal protection, which shall be no less than the one enjoyed by the nationals of the Receiving State.

4. The activities of the Guest Personnel could be terminated if they violate the law of the Receiving State.

5. The Sending State shall retain exclusive disciplinary jurisdiction over the Guest Personnel within the territory of the Receiving State. However, the military authorities of the Receiving State may give orders to the Guest Personnel under their command as they may be required by the duty.

6. Senior Personnel of the Sending State is authorized to apply disciplinary measures on their personnel in accordance with the provisions of their respective military service and disciplinary laws.

#### **ARTICLE IX COMPENSATION CLAIMS**

1. The laws and legislation of the Receiving State shall be applied to the damages and losses, including third party claims, inflicted on persons, goods and environment during the implementation of this Agreement.



2. Unless there is gross negligence or wilful misconduct, the Parties shall not lodge compensation claims to each other for the injury or death of their personnel and the damages/losses inflicted on goods and environment during the implementation of the activities under this Agreement.

3. The Parties shall jointly determine whether or not such a case has arisen out of gross negligence or wilful misconduct.

#### ARTICLE X ADMINISTRATIVE MATTERS

1. The Guest Personnel and their Dependants shall not enjoy diplomatic immunities and privileges.

2. Unless otherwise mutually agreed upon by the Parties, the Receiving State shall not assign duties to the Guest Personnel other than those specified in this Agreement or in subsequent agreements and arrangements.

3. The Guest Personnel shall be subject to the same administrative treatment as their counterparts in the Receiving State.

4. The military personnel of the Sending State shall have the right to wear their own national uniform unless otherwise agreed in other memorandums of understanding, protocols and technical arrangements signed within the framework of this Agreement. The Receiving State shall provide the necessary equipments needed for the performance of an activity during the duty.

5. The Sending State reserves the right to call back its personnel when it deems it necessary. The Receiving State shall take the necessary measures as soon as possible to ensure the return of the said personnel when it receives such a request from the Sending State.

6. Exceptional administrative matters shall be specified in other memorandums of understanding, protocols or technical arrangements that may be signed within the framework of this Agreement.

7. All the Guest Personnel and their Dependants may benefit from the officer's clubs and military commissaries within the boundaries of the regulations of the Receiving State.

8. In case that any of the Guest Personnel or any of their Dependants dies, the Receiving State shall inform the Sending State, transport the body to the nearest international airport within its territory and take other measures including medical protection until the body is transferred.

9. The Guest Personnel shall avoid the actions that may harm the environment, pay utmost attention to the prevention of environmental pollution and comply with the regulations of Receiving State on this matter.

#### ARTICLE XI MEDICAL SERVICES

1. The Guest Personnel shall be medically fit to conduct any activity pursuant to this Agreement.

2. The Guest Personnel and their Dependants shall benefit from the emergency medical care, first aid and urgent dental care facilities in the military hospitals of the Receiving State, free of charge and in equal terms with the military personnel and their families of the Receiving State.



3. Unless otherwise mutually agreed in sub-agreements related to health care, medical services requiring dental prosthesis, visual, audio and other auxiliary equipments shall be excluded from free medical services and all expenses for medical treatment, medicine and other such kind of medical services, and the travel costs of the patients returning to their country shall be borne by the Sending State.

4. All kinds of expenses related to the medical services provided by civilian institutions shall be borne by the personnel himself or herself.

5. Treatment, check-up, dental care and all kind of medical expenses of the Guest Personnel and Dependants shall be borne by the Sending State upon receiving notification by the competent authorities of the Receiving State. The competent authority of the Sending State, within a maximum period of three months starting from the date of notification, shall make the necessary payment to the bank account designated by the Receiving State and send to the latter its receipt.

6. All medical expenses excluding urgent medical examination, first aid and dental care shall be paid in U.S. Dollars according to the price list prepared for medical care, check-up, analysis, operation and treatment by the relevant command.

#### ARTICLE XII FINANCIAL MATTERS

1. The Sending State shall be liable for the salary, lodging, catering, transportation, per diem and other financial rights of the Guest Personnel assigned for the implementation of cooperation activities under this Agreement.

2. The Receiving State shall decide whether the activities are organized free of charge or at current or reduced charges.

3. The Guest Personnel shall clear their own debts and those of their dependants' when they leave the Receiving State permanently. In case of an emergency withdrawal, the debts of the Guest Personnel and those of their dependants shall be paid by the Sending State according to the invoice issued by the Receiving State.

4. The Guest Personnel and their Dependants shall be subject to the tax laws prevailing in the Receiving State during their entry, stay and departure.

5. The Sending State shall deposit the fees for trainings and instructions in the bank account given by the Receiving State within 30 days following the end of those trainings and instructions.

#### ARTICLE XIII CUSTOMS AND PASSPORT PROCEDURES

1. The Guest Personnel and their Dependants shall be subject to the regulations of the Receiving State governing foreigners' residence and travel in the territory of the Receiving State.

2. The Guest Personnel and their Dependants shall be subject to the customs and passport regulations of the Receiving State during their entry into and departure from that State. However, the Receiving State shall provide all possible administrative facilities within the boundaries of its legislation.



**ARTICLE XIV  
THE COMMITMENTS OF THE PARTIES IN ACCORDANCE WITH OTHER INTERNATIONAL  
AGREEMENTS**

The provisions of this Agreement shall not undermine the commitments of the Parties originating from other international agreements and shall not be used against the interests, security and territorial integrity of other States.

**ARTICLE XV  
SETTLEMENT OF DISPUTES**

1. Any dispute arising out of the implementation or interpretation of this Agreement shall be resolved by consultations and negotiations between the Parties at the possible lowest level and shall not be referred for settlement to any national or international tribunal or to any third party.
2. If the dispute is not resolved within 60 days, the Parties shall begin negotiations within 30 days. If no solution is achieved within the following 60 days, either Party may terminate this Agreement by means of a prior written notice of 90 days, through diplomatic channels.

**ARTICLE XVI  
AMENDMENT AND REVISION**

Both Parties may propose through diplomatic channels amendments to or revision of the Agreement if so required. Negotiations shall start within 30 days after receipt of a written proposal. If no solution is achieved within 60 days, either Party may terminate this Agreement with a prior written notification of 90 days through diplomatic channels. Agreed amendments or revisions shall enter into force in accordance with the procedure set forth in Article XVIII governing the entry into force of this Agreement.

**ARTICLE XVII  
DURATION AND TERMINATION**

1. This Agreement shall remain in force for a period of five years from the date of its entry into force.
2. This Agreement shall be extended automatically for successive periods of one year, unless one of the Parties notifies the other in writing through diplomatic channels of its intention to terminate the Agreement 90 days prior to its expiration.
3. If either Party concludes that the other Party is not acting or unable to act in conformity with this Agreement, it may propose negotiations. The negotiations shall begin within 30 days after receipt of written notification to this effect. If no compromise is reached in negotiations within 60 days, either Party may terminate this Agreement with a prior written notification of 90 days through diplomatic channels.
4. The termination of this Agreement shall not affect ongoing programs and activities.

**ARTICLE XVIII  
RATIFICATION AND ENTRY INTO FORCE**

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of the Agreement.



**ARTICLE XIX  
TEXT AND SIGNATURE**

Done in Accra/GHANA on March 24, 2011 in two original copies in Turkish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**ON BEHALF OF THE GOVERNMENT OF  
THE REPUBLIC OF TURKEY**

**SIGNATURE :**

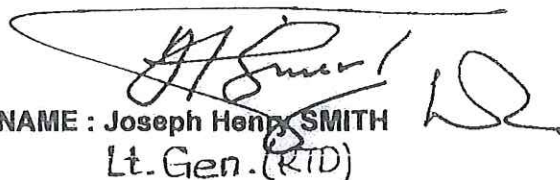


**NAME : Lieutenant General  
Mehmet Emin ALPMAN**

**TITLE : Head of the General Plans and  
Policy Division, Turkish General  
Staff**

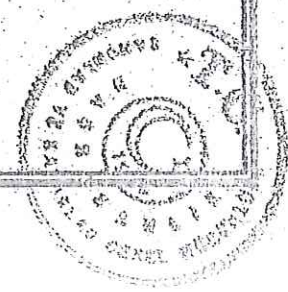
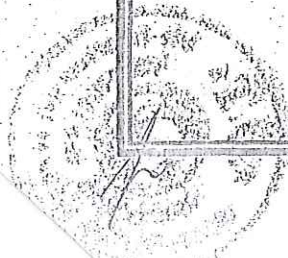
**ON BEHALF OF THE GOVERNMENT  
OF THE REPUBLIC OF GHANA**

**SIGNATURE :**



**NAME : Joseph Henry SMITH  
Lt. Gen. (RTD)**

**TITLE : Minister of Defence of the  
Republic of Ghana**





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The Embassy of the Republic of Turkey  
in Accra

The Embassy of the Republic of Turkey presents its compliments to the Ministry of Foreign Affairs and Regional Integration of the Republic of Ghana and has the honour to inform that the latest amendments for the Agreement on Defense Industry Cooperation between the Government of the Republic of Turkey and the Government of the Republic of Ghana signed in 22 January 2013, in Ankara attached herewith and to request related changes done as following in order to adjust English and Turkish text of the agreement each other:

In the English version of the text of the said agreement,

- In the Article VII entitled "Joint Commission", paragraph 5, part (e) the statement "not clear",
- In the Article IX entitled "Preservation of Classified Information and Material", paragraph 13, the statement "Define in definition section",
- In the Article X entitled "Quality Assurance", the statement "should be clarified" have been omitted from the agreement.
- In the Article XXII, entitled "Force Majeure", the part (d) has been amended as "Any form of natural disaster"

The Embassy would be grateful if the esteemed Ministry could kindly inform the Embassy of the confirmation of the said amendments and could kindly furnish the Embassy of the latest version of abovementioned text of the Agreement at its earliest convenience.

The Embassy of the Republic of Turkey avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Regional Integration of the Republic of Ghana the assurances of its highest consideration.

Accra, 6 January 2014

Encl: As stated

Ministry of Foreign Affairs and  
Regional Integration of the Republic of Ghana  
ACCRA