

**MEMORANDUM OF UNDERSTANDING (MOU)**

**between**

**THE AUSTRIAN FEDERAL GOVERNMENT**

**and**

**THE GOVERNMENT OF THE REPUBLIC OF GHANA**

**on**

**bilateral cooperation on training by deploying and financing of staff to the Kofi Annan  
International Peacekeeping Training Centre (KA IPTC)**

This MOU is made on this 28<sup>th</sup> day of January 2015 and entered into force between the Austrian Federal Government and the Government of the Republic of Ghana regarding a bilateral cooperation on training by deploying and financing of staff to the Kofi Annan International Peacekeeping Training Centre (KAIPTC),

The Austrian Federal Government, represented by the Ambassador of Austria to Ghana of the one part

and the Government of the Republic of Ghana, represented by the Ministry of Defence and acting by the Minister of Defence, Honourable Benjamin Kunbuor, or his authorized representative (for the Kofi Annan International Peacekeeping Training Centre, KAIPTC) of the other part,

*hereinafter referred to as “the Parties”*

taking into account the need to contribute, in the spirit of the Charter of the United Nations, to the strengthening of peace and security, confidence and stability in the world,

stressing the importance to assist in building up regional capabilities and training institutions as part of peace support activities (conflict prevention, peacekeeping, peace-building etc.) throughout Africa and elsewhere,

strengthening the bilateral cooperation between Austria and Ghana,

*have agreed as follows:*

### **Article 1**

For the purpose of this MOU, the following definitions shall apply:

- a) *‘Receiving Party’* means the Government of the Republic of Ghana;
- b) *‘Sending Party’* means the Austrian Federal Government;
- c) *‘Sending Party Personnel’* means the military and civilian personnel of the Sending Party that participate in activities of bilateral cooperation related to training activities at the KAIPTC as under this MOU and their dependants.

### **Article 2**

1. The purpose of this MOU is to set out conditions and forms of activities of bilateral cooperation as well as possible financial support in the field of training to be provided to the KAIPTC and to regulate the status of military and civilian personnel as well as their dependants sent by the Sending Party to the KAIPTC under this MOU.

2. This MOU shall not cover the planning, preparation and conduct of combat and other military operations of the Parties.

### **Article 3**

Authorized Institutions to implement this MOU, hereafter referred to as the “Authorized Institutions”, shall be:

for the Receiving Party – the Ministry of Defence of the Republic of Ghana / KAIPTC and

for the Sending Party – the Federal Minister of Defence and Sports of the Republic of Austria.

### **Article 4**

1. Within the framework of this MOU, the Sending Party will contribute to the activities of the KAIPTC by seconding and financing of military and civilian personnel to the KAIPTC in order to support training activities at the KAIPTC in designated appointments to be agreed by the Authorized Institutions.

2. With the consent of the Authorized Institutions, further contributions to support the activities of the KAIPTC may be carried out.

### **Article 5**

The Sending Party Personnel shall enjoy the privileges and immunities set forth in the Vienna Convention on Diplomatic Relations of 18 April 1961 for diplomatic agents.

### **Article 6**

1. The Receiving Party shall facilitate the provision of necessary administrative conditions, including permits, licenses, identity cards etc, to the Sending Party Personnel for its stay on the territory of the Receiving State and support in all administrative and technical issues pertaining to this MOU.

2. The Sending Party Personnel, while staying in the territory of the Receiving State, shall be allowed to wear uniform in accordance with the rules and regulations of the Sending Party.

### **Article 7**

1. The Sending Party Personnel shall remain subject to the authority of the respective superiors of the Sending Party, retaining the normal national chain of authority, but shall respect the laws, rules and regulations of the Receiving State and its Authorized Institutions.

2. Notwithstanding Article 7.1 above, the Sending Party Personnel shall respect the lawful instructions of the Commandant of KAIPTC or his authorized representatives.

3. Upon written request of the Receiving State, the Sending Party shall withdraw individual members of the Sending Party Personnel in the event of considerable incompetence, incapability to perform the assigned duties or in the event of any other reason which, in good faith, makes it impossible for the Receiving State to accept further services of that individual.

### **Article 8**

1. The Parties agree to waive any claims against each other with respect to injury of personnel or damage to goods and equipment of the other Party resulting from the implementation of this MOU, unless such damage results from wilful misconduct or gross negligence.
2. Claims of Third Parties, other than contractual claims, resulting from acts or omissions of the Sending Party Personnel in performance of official duties under this MOU, shall be settled according to the legislation of the State on whose territory the claim has been filed. The Receiving State will provide any resulting compensation, to which the claiming party is entitled, at its own charge, at first instance. The Sending Party shall reimburse any such compensation provided by the Receiving State in cases of wilful misconduct or gross negligence of the Sending Party Personnel within three months of such payment, whereas in all other cases the Parties agree to negotiate on an amicable solution.

### **Article 9**

1. The Receiving State shall take all appropriate measures regarding security of the Sending Party Personnel and its property within the limits of this MOU.
2. In accordance with the national law of the Receiving Party, the Sending Party Personnel shall cooperate in his daily activities with the respective authorities of the Receiving Party.

### **Article 10**

The Sending Party personnel shall be unarmed.

### **Article 11**

1. The Sending State shall only deploy Sending Party Personnel to the territory of the Receiving Party with sufficient health insurance coverage.
2. The Receiving Party shall provide medical and dental treatment to the Sending Party Personnel to the same quality as provided to the military and civilian personnel of the Receiving State.
3. The Receiving Party shall provide emergency medical care to the Sending Party Personnel free of charge. At the request of the Sending Party, further treatment and the delivery of patients to medical facilities shall be provided or facilitated by the Receiving State. In those cases, the Sending Party shall cover all resulting costs within three months of such provision.

### **Article 12**

1. The Parties shall pay their own expenses when performing activities under this MOU, unless otherwise agreed or mentioned in Paragraphs 2 and 3 of this Article.

2. Costs related to official social events related to the activities of the Receiving State and sanctioned by the Commandant of KAIPTC or his authorized representative shall be borne by the Receiving State, unless otherwise agreed.

3. Costs resulting from acts carried out by the Sending Party Personnel in relation to official duties at the KAIPTC and sanctioned by the Commandant of KAIPTC or his authorized representative, not financially covered for by the Sending Party, shall be borne by the Receiving Party or the KAIPTC.

### **Article 13**

For the purposes of this MOU, the Sending Party Personnel shall be granted access to military and other facilities of the Receiving Party, where necessary in accordance with the laws of the Receiving Party.

### **Article 14**

The Authorized Institutions shall hold meetings and consultations when evaluations, coordination and planning of activities are required under this MOU.

### **Article 15**

Differences and disputes between the Parties concerning the interpretation and implementation of this MOU shall be settled by negotiation between the Parties.

### **Article 16**

1. This MOU is concluded for an initial period of three years, subject to renewal, and shall enter into force on the first day of the second month after the date of the receipt of the latest written notification by which 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 MOU may be terminated by each Party through a written notification to the other Party, through diplomatic channels. In such case, this MOU shall expire sixty days after the date of the receipt of the respective terminating notification.

3. This MOU may be amended at any time on the basis of mutual written approval of the Parties. The amendments shall enter into force in accordance with paragraph 1.

4. Notwithstanding the termination of this MOU, all outstanding financial obligations under this MOU shall continue to be subject to the provisions of this MOU, until they are fully settled.

Done in Accra on 28 January 2015, in two originals, each in German and English, both texts being equally authentic. In case of any divergence regarding their interpretation, the English text shall prevail.

For the Austrian Federal Government

For the Government of the Republic of Ghana

Excellency Joachim Öppinger

Honourable Benjamin Kunbuor

Extraordinary and plenipotentiary  
Ambassador of the Republic of Austria  
to the Republic of Ghana

Minister for Defence