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**United States of America
and
Ghana**

Agreement between the Government of Ghana and the Government of the United States of America concerning cooperation in medical research (with annex). Accra, 17 January 2008

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**États-Unis d'Amérique
et
Ghana**

Accord entre le Gouvernement du Ghana et le Gouvernement des États-Unis d'Amérique concernant la coopération dans le domaine de la recherche médicale (avec annexe). Accra, 17 janvier 2008

Entrée en vigueur : *17 janvier 2008 par signature, conformément à l'article IX*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF GHANA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING
COOPERATION IN MEDICAL RESEARCH

The Government of Ghana and the United States of America (hereinafter referred to as “the Parties”)

Desiring to cooperate in medical research of relevance to the health and well-being of the people of Ghana and the United States of America;

Have agreed as follows:

ARTICLE I

IMPLEMENTATION

1. The implementing agency for the Government of Ghana is the Ministry of Health. The implementing agency for the Government of the United States of America is the Naval Medical Research Unit Number 3 (NAMRU-3).
2. The Parties shall implement this agreement in accordance with their respective laws and regulations. The implementation of this agreement shall be subject to the availability of resources and appropriated funds.

ARTICLE II

ORGANIZATION, INFORMATION, PUBLICATIONS

1. The Government of Ghana shall:
 - a. Provide, without charge, to the Government of the United States of America appropriate administrative and laboratory facilities in Ghana for NAMRU-3 research efforts and logistical assistance to support NAMRU-3 field operations including inter alia translation services, ground transportation and guide services
 - b. Provide qualified Ghana Ministry of Health personnel, to act as liaison with other Ghana ministries and agencies and collaborate in research programs.
 - c. Provide access to human or animal research subjects to reasonably ensure that common research objectives are met.
 - d. Provide medical assistance to research subjects who suffer an adverse reaction to a particular study as set forth in Article V

2. The Government of the United States of America shall:

- a. Cooperate with the Ghana Ministry of Health to carry out medical research programs in Ghana
- b. Provide such funds, equipment and consumable supplies as may be required for the implementation of a research program which meets common research requirements
- c. Assign to NAMRU-3 qualified scientific, administrative and technical personnel to meet common research objectives, subject to the personnel policies of the United States Navy
- d. Conduct research programs of relevance to the people of Ghana and the United States, and consult and collaborate on research matters with the Ministry of Health and, with its approval, other Ghana ministries and agencies
- e. Provide summaries of research and technical reports regarding research which is conducted by NAMRU-3 in Ghana to the Minister of Health in order that the people of both countries may receive the maximum benefit from this research program

3. The Parties shall ensure that:

- a. The joint planning of cooperative studies, approved work plans and the actual levels of material, personnel and logistical support shall be subject to agreement between NAMRU-3 and the Ministry of Health of Ghana. Modifications may be made as agreed upon.
- b. All studies which involve the use of human or animal subjects for biomedical research shall be consistent with the laws, regulations and ethical standards of both Parties. In cases of doubt as to the standard to apply, the most stringent biomedical research standard shall be applied and in no event shall these standards be lower than the applicable World Health Organization standard.
- c. Prior to commencing research in Ghana, NAMRU-3 investigators will prepare and forward to the Ministry of Health a written proposal, which will include a description of activities planned. This proposal shall be subject to approval by the Ministry of Health and any other concerned ministry or agency. Alternatively, NAMRU-3 shall respond to requests from Government of Ghana to work in areas of mutual interest. Under these circumstances NAMRU-3 investigators, with approval of their authorities will prepare and forward to the Ministry of Health a proposal that will reflect planned activities.

Because of the logistical and funding implications of NAMRU-3 activities in Ghana, the Ministry of Health shall endeavour to obtain all necessary approvals within 30 days following receipt of a research proposal.

d. The principal investigators will prepare periodic reports, at least annually, for both Parties in the English language of their plans and accomplishments. These reports will propose measures necessary to improve the cooperative program

e. All results of research studies conducted in Ghana pursuant to this agreement will be reviewed by, and clearances obtained from the Ministry of Health and NAMRU-3 prior to publication. Publication may be by either or both Parties or by their designees; however, credit will always be given to the persons or organizations that performed the research and their collaborators.

f. This agreement does not constitute an obligation to conduct a particular study or to make a financial commitment or expenditure. Each Party shall expend its own funds for its own or joint expenses

g. Citizens of Ghana employed by NAMRU-3 shall be employed pursuant to guidelines which the Parties shall establish. However, employment actions and conditions shall generally conform, to the maximum extent practicable, to the standards applied by the U.S Embassy as regards employment of Ghanaian citizens. The Ministry of Health shall assist NAMRU-3 in identifying appropriate local personnel for possible employment.

h. In coordination with the Ministry of Health, NAMRU-3 may organize and conduct field trips throughout Ghana to collect research material and specimens for use by its laboratories. Specifically, these trips are necessary to study the environmental factors influencing disease spread and means of control. In conducting such field trips, NAMRU-3 may, if appropriate, establish small temporary field laboratories. The Ministry of Health shall provide field trip escorts and other logistical assistance to assist NAMRU-3 to reach those areas which are visited.

i. When one Party undertakes a task pursuant to this agreement, it shall be solely responsible for its own contracting. Upon mutual agreement one Party may contract for the other Party.

ARTICLE III

PERSONNEL

All research staff from NAMRU-3 shall be employees or contractors of the Government of the United States of America. All personnel costs such as housing, travel, and per diem while such personnel are in Ghana, will be borne by NAMRU-3. The Government of Ghana shall facilitate the entry and exit of NAMRU-3 staff that come to Ghana pursuant to the agreement. The Government of Ghana shall accord to such employees, who are U.S. citizens, the status equivalent to administrative and technical staff of the United States Embassy in Ghana. Other U.S. citizen personnel who are (i) individuals under contract with or employees of public or private organizations under contract with the Government of Ghana, or any agency thereof, or (ii) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States

of America, or any agency thereof, who are present in Ghana or perform work in connection with this agreement shall be exempt from income and social security taxes levied under the laws of Ghana and from taxes on the purchase, ownership, use or disposition of personal moveable property (including automobiles) intended for their own use. Such personnel shall be exempt from customs, import and export duties on all personal effects, equipment and supplies (including food, beverages and tobacco), imported into Ghana for their own use, and from all other duties and fees.

ARTICLE IV

EQUIPMENT

Laboratory and other equipment, research materials and other supplies (including motor vehicles) brought into or acquired in Ghana by NAMRU-3 for the purpose of conducting activities under the agreement will be exempt from duty, taxes and other charges in relation to their import, presence, and use in Ghana. All such equipment, supplies and materials shall remain the property of the providing government. The Government of the United States of America may freely export any such equipment, supplies or materials which it brought to Ghana, at any time, provided, however, it will give sympathetic consideration to requests by the Government of Ghana to purchase such medical or laboratory equipment, supplies, or materials which may be excess to the Government of the United States of America needs, subject to such terms and conditions as may be agreed between the Parties.

ARTICLE V

MEDICAL ASSISTANCE, LIABILITY AND CLAIMS

1. The Government of the United States of America shall be primarily responsible, subject to the availability of personnel and supplies in Ghana, for providing emergency lifesaving care in the event of an adverse incident directly resulting from a medical study conducted by NAMRU-3 personnel. All other care will be the responsibility of the Government of Ghana.
2. The Governments of the United States of America and Ghana waive all of their claims against the other for damage or loss to the property or personnel of the other arising from activities related to this agreement.

ARTICLE VI

INTELLECTUAL PROPERTY RIGHTS

1. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.