INTERIM TRADE PARTNERSHIP AGREEMENT BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, OF THE ONE PART, AND THE REPUBLIC OF GHANA, OF THE OTHER PART

PREAMBLE

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, of the one part, and

THE REPUBLIC OF GHANA, of the other part,

HAVING REGARD to the Stepping Stone Economic Partnership Agreement between Ghana, of the one part, and the European Community and its Member States, of the other part, signed in Brussels on 28 July 2016 (the "EU-Ghana Free Trade Agreement");

RECOGNISING that the EU-Ghana Free Trade Agreement ceased to apply to the UK at the end of the transition period; (1)

RECOGNISING the need to establish an interim agreement in order to safeguard the economic and trade interests of the Parties;

CONSIDERING the importance, on the one part, of the links between the UK and Ghana and, on the other part, the common values they share;

CONSIDERING that the UK and Ghana wish to strengthen their close links and establish enduring relations based on partnership, development and solidarity;

MINDFUL of the need to promote the economic and social progress of Ghana in a way that takes account of the need for sustainable development;

REAFFIRMING their commitment to the respect of human rights, to democratic principles and to the rule of law, which constitute essential elements of this Agreement, and to good governance, which constitutes a fundamental element of it;

CONSIDERING their commitment to the principles and rules governing international trade, in particular those contained in the Agreement establishing the World Trade Organization (hereinafter referred to as the "Agreement establishing the WTO");

CONSIDERING the need to strengthen integration between the West African States within the context of the Economic Community of West African States (ECOWAS);

CONSIDERING the need to strengthen integration amongst African States within the context of the African Continental Free Trade Area;

CONSIDERING the need to strengthen relations; between the UK and ECOWAS, on the one hand, and between the UK and African States, on the other hand;

RECALLING that the purpose of ECOWAS is to promote regional cooperation and integration with a view to the establishment of a West African economic union in order to raise the standard of living of the people, maintain and increase economic stability, strengthen relations between the Member States and contribute to the progress and development of the African continent;

HAVING REGARD to the Economic Partnership Agreement between the West African States, ECOWAS and the West African Economic and Monetary Union (UEMOA), of the one part, and the European Union and its Member States, of the other part (the "EU-West Africa free trade agreement"), signed by the UK in December 2014 while it was a Member State of the European Union, and also signed by Ghana in December 2014;

HAVING REGARD to the desire of Ghana and the UK to encourage and support the development of a free trade agreement at the regional level between ECOWAS and the UK which will supersede any bilateral trade agreement between the UK and Ghana;

CONSIDERING that the Sustainable Development Goals of the United Nations General Assembly, in particular the eradication of extreme poverty and hunger, as well as the development targets and principles agreed in the United Nations Conferences, provide for a clear vision and must underpin partnership between Ghana of the one part and the UK of the other part under this Agreement;

REAFFIRMING their commitment to support regional integration within West Africa and in particular to promote regional economic integration as an essential instrument for their integration into the world economy, by assisting them to face challenges related to globalisation and to achieve the economic and social development that they aim at;

TAKING ACCOUNT of the difference in the level of economic and social development between Ghana on the one part and the UK on the other part and the need to strengthen the process of economic development of Ghana;

UNDERLINING that this Agreement is based on the recognition of the difference of economic and social development levels between Ghana and the UK;

REAFFIRMING that this Agreement must be a development tool for promoting, in particular, sustainable development;

CONVINCED that this Agreement will continue the development of a more favourable environment for the relationship in the fields of economic governance, trade and investment and will open perspectives for growth and development.

HAVE AGREED AS FOLLOWS:

(1) The transition period is the period provided for in Article 126 of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community, signed in London and Brussels on 24 January 2020 (the "Withdrawal Agreement").

Part I. INTERIM TRADE PARTNERSHIP AGREEMENT FOR SUSTAINABLE DEVELOPMENT

Article 1. Objectives

1. The objectives of this Agreement are:

(a) to establish an economic and trade partnership which contributes to sustained economic growth that creates employment, the reduction and eventual eradication of poverty, elevated living standards, increased employment, a diversified economy and increases in real income and output in a way that is compatible with the needs of Ghana while taking account of the Parties' different levels of economic development;

(b) to establish the grounds for the negotiation of a free trade agreement which promotes regional integration, economic cooperation and good economic governance in West Africa and increases intra-regional trade and encourages the formation of a unified and efficient regional market in West Africa;

(c) to contribute to the harmonious and progressive integration of Ghana into the world economy, in accordance with its political choices, its priorities and its development strategies;

(d) to strengthen economic and trade relations between the Parties on a basis of solidarity and mutual interest in accordance with World Trade Organization (WTO) obligations, in a way that takes account of the significant difference in competitiveness between the two countries.

Article 2. Principles

1. This Agreement is based on the essential and fundamental elements as set out in Annex F.

2. The trade relations between the two countries shall be based on reciprocity and the difference in levels of development. Special and differential treatment shall apply to commitments between the two Parties. The Parties shall, in particular, ensure that account is taken of the vulnerability of the economy of Ghana and that the liberalisation process incorporates the principles of progressivity, flexibility and asymmetry in favour of Ghana.

3. While observing the trade commitments made under this Agreement, the Parties shall refrain from undermining the

implementation of agricultural and food security, public health, education and any other economic and social policies adopted by Ghana under its sustainable development strategy.

4. For this Agreement to be successful, it is necessary to establish a demanding partnership based on the mutual responsibility of the Parties for its implementation. They therefore undertake to strive to ensure its viability.

5. The Parties reaffirm the commitment they made in the Doha Round to reduce and avoid measures likely to create distortions in trade and their support for ambitious results in this regard.

6. To ensure efficient implementation of this Agreement, the Parties shall set up joint institutions to establish a permanent management and monitoring/evaluation arrangement to make possible any adjustments that are necessary for achievement of the objectives of this Agreement.

Article 3. Development Cooperation In the Framework of this Agreement

The Parties commit themselves to cooperating in order to implement this Agreement and to help support Ghana in the achievement of this Agreementâs objectives. This cooperation takes financial and non-financial forms.

Article 4. Development Finance Cooperation In the Framework of this Agreement

1. Development cooperation for regional economic cooperation and integration shall be carried out so as to maximise the expected benefits of this Agreement.

2. UK financing pertaining to development cooperation between the Ghana and the UK supporting the implementation of this Agreement shall be carried out within the framework for development cooperation as set out in Annex F. In this context, supporting the implementation of this Agreement shall be among the priorities.

3. The UK undertakes to support, through its development policies and instruments, development cooperation activities for regional economic cooperation and integration and for the implementation of this Agreement, both at national and regional levels, in conformity with the complementarity and aid effectiveness principles.

4. The Parties shall cooperate to facilitate the participation of other donors willing to support the efforts of Ghana in achieving the objectives of this Agreement.

5. The Parties recognise the usefulness of regional financing mechanisms established by and for the regions in order to channel the financing at regional and national levels and to implement efficiently accompanying measures to the present Agreement. The UK will provide funding to support implementation of this Agreement with a view to ensuring a simple, efficient and quick implementation.

6. When implementing paragraphs 1 to 5, the Parties commit to cooperate in financial and non-financial ways including through multilateral and regional organisations in the areas defined in Articles 5, 6, 7 and 8.

Article 5. Business Climate

1. The Parties agree that the business climate is an essential vector of economic development and, consequently, that the provisions of this Agreement aim at contributing to this common objective.

2. The Parties commit, in accordance with the provisions of Article 4, to constantly foster the improvement of the business climate.

Article 6. Support to the Implementation of Rules

The Parties agree that the implementation of the trade-related rules, for which cooperation areas are detailed in the various chapters of this Agreement, constitute an essential element for achieving the objectives of this Agreement. Cooperation in this field will be implemented in accordance with the provisions provided for in Article 4.

Article 7. Reinforcing and Upgrading of Productive Sectors

1. In the context of the implementation of this Agreement, the Parties underline their willingness to promote the upgrading of the competitiveness of productive sectors concerned by this Agreement in Ghana.

2. The Parties agree to cooperate through the cooperation instruments as defined under Article 4 and to support:

(a) the repositioning of the private sector vis-A-vis economic opportunities created by this Agreement;

(b) the definition and the implementation of upgrading strategies;

(c) the improvement of the environment of the private sector and the business climate as defined in Articles 5 and 6;

(d) the promotion of a partnership between the private sectors of both Parties.

Article 8. Cooperation with Respect to Financial Adjustment

1. The Parties recognise the challenges that the elimination or substantial reduction of customs duties provided for in this Agreement can pose for Ghana and they agree to establish dialogue and cooperation in this field.

2. In light of the tariff liberalisation schedule adopted by the Parties as part of this Agreement, the Parties agree to establish in-depth dialogue on fiscal adjustment reforms and measures in order to reduce the budget deficit and ultimately ensure a balanced budget for Ghana.

3. The Parties agree to cooperate, in the framework of the provisions of Article 4, notably through the facilitation of supporting measures in the following areas:

(a) contribution in significant proportions to the absorption of the net fiscal impact in full complementarity with fiscal reforms;

(b) support to fiscal reforms so as to accompany the dialogue in this area.

Article 9. Cooperation In International Fora

The Parties shall endeavour to cooperate in all international fora where issues relevant to this partnership are discussed.

Article 10. Regional Integration

1. the Parties Recognise That Promoting Regional Integration In West Africa Is an Essential part of their partnership and a powerful tool for achieving the objectives of this Agreement and agree to give it their strong support.

2. For the purposes referred to in paragraph 1 of this Article, the Parties agree to facilitate progress of customs reforms within West Africa, particularly within the context of the ECOWAS customs union.

Part II. TRADE POLICY AND QUESTIONS CONCERNING TRADE

Chapter 1. CUSTOMS DUTIES

Article 11. Scope

The provisions of this Chapter shall apply to trade in goods between the Parties.

Article 12. Rules of Origin

For the purposes of this Article, the term "originating" applies to goods that comply with the tules of origin defined in Protocol No. 1 concerning the definition of the concept of "originating products" and the methods of administrative cooperation, set out in Annex A to this Agreement. It is the Parties' understanding that this Agreement has the status of an Economic Partnership Agreement as the term is used in the protocols that lay down the rules of origin for the application of the provisions of the UK's agreements with other members of the African, Caribbean and Pacific (ACP) Group of States.

Article 13. Customs Duties

1. Customs duties are taken to refer to the deductions of charges of any kind, including any kind of surcharge or supplement imposed in connection with the import or export of goods; with the exception of:

(a) taxes or other internal charges imposed in accordance with Article 35 of this Agreement;

(b) anti-dumping, countervailing or safeguard measures applied in accordance with Chapter 2 of this Part of this Agreement;

(c) fees or other charges imposed in accordance with Article 14 of this Agreement on fees and other charges.

2. For each product, the basic customs duty to which the successive reductions are to be applied shall be that specified in each Party's tariff liberalisation schedule, set out in Annex Band C.

Article 14. Fees and other Charges

1. The Parties reaffirm their commitment to respect the provisions of Article VII of the General Agreement on Trade and Tariffs 1994 (hereinafter referred to as "GATT 1994").

2. However, fees and other charges related to legal obligations existing at the signature of this Agreement, as referred to in Annex G, shall continue to apply until 14 December 2026. This period may be extended by decision of the Trade Partnership Agreement Committee (hereinafter referred to as the "TPA Committee") if this is necessary to respect these legal obligations.

3. The fees and other charges referred to in Article 13(1)(c) of this Agreement include charges corresponding to the real cost of services provided pursuant to the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 set out in Annex 1A of the Agreement establishing the WTO (hereinafter referred to as the "WTO Customs Valuation Agreement") and must not constitute indirect protection of national products or the taxation of imports or exports for fiscal purposes.

Article 15. Status Quo

No new customs duties on imports shall be introduced on products covered by the liberalisation between the Parties, nor shall those currently applied be increased from the date of entry into force of this Agreement.

Article 16. Elimination of Customs Duties on Imports

1. Products originating in Ghana shall be imported into the UK free of customs duties as defined in Article 13 of this Agreement, except in the case of the products indicated and under the conditions defined in Annex C to this Agreement.

2. The Parties, mindful of the fundamental importance to Ghana of Ghana's alignment in due course and subject to all appropriate arrangements to the commercial policy of the ECOWAS and taking note of the factual context of the tariff dismantling schedule agreed by the European Union under the EU-West Africa free trade agreement, and recalling the urgent need for the preservation of continuity of commercial effect for the time being with reference to the tariff liberalisation schedule under the EU-Ghana Free Trade Agreement as applicable immediately before that agreement ceased to apply to the UK, agree as follows in relation to Ghana's customs duty elimination obligations. During the application of this Agreement, Ghana shall progressively reduce and eliminate customs duties, as defined in Article 13 of this Agreement, applicable to products originating in the UK, subject to the following provisions:

(a) During the application of this Agreement, Ghana shall apply customs duties applicable to products originating in the UK in accordance with the tariff liberalisation schedule in Annex B.

(b) Without prejudice to Ghanaâs obligations pursuant to subparagraph (a), Ghana shall apply customs duties to products originating in the UK and imported into its territory that are no less favourable than those applicable to goods originating in the European Union under the EU-Ghana Free Trade Agreement immediately before that agreement ceased to apply to the UK so as to ensure that imports from the UK into its territory are treated no less favourably than products originating in the European Union.

Article 17. Export Duties and Taxes

1. No duties or taxes on exports or charges with equivalent effect shall be introduced which were not applicable immediately before the EU-Ghana Free Trade Agreement ceased to apply to the UK, nor shall those applied in trade between the Parties be applied in an increased amount compared to those applicable at the time immediately before the EU-Ghana Free Trade Agreement ceased to apply to the UK.

2. The export duties, taxes on exports or charges with equivalent effect shall be no greater than the same duties and taxes applied to like goods exported to any other countries that are not party to this Agreement.

3. In exceptional circumstances, if Ghana can justify specific needs for income, promotion for fledgling industry or environmental protection, it may, on a temporary basis and after consulting the UK, introduce export duties, taxes on exports or charges with equivalent effect on a limited number of additional goods or increase the impact of those that already exist.

4. The Parties agree to review the provisions of this Article in the framework of the TPA Committee not later than three years after the date of entry into force of this Agreement, taking full account of their impact on the development and diversification of the economy of Ghana.

Article 18. Classification of Goods

The classification of goods covered by this Agreement shall be as set out in each Partyâs respective tariff nomenclature in conformity with the Harmonized Commodity Description and Coding System.

Article 19. Most Favoured Nation (MFN) Clause

1. The Parties reaffirm their commitment with regard to the enabling clause.

2. The UK shall grant Ghana any more favourable tariff treatment that it grants to a third party if the UK becomes party to a free trade agreement with the third party in question after the signing of this Agreement.

3. With respect to the matters covered by this Chapter, Ghana shall accord to the UK any more favourable treatment applicable as a result of Ghana becoming party to a free trade agreement with any major trading partner after the signature of this Agreement.

4. If Ghana obtains from a major trading partner a substantially more favourable treatment than that offered by the UK, the Parties shall consult each other and decide together on the implementation of the provisions in paragraph 3.

5. The provisions of this Chapter shall not be so construed as to oblige the Parties to extend reciprocally any preferential treatment applicable as a result of one of them being party to a free trade agreement with third parties on the date of signature of this Agreement.

6. For the purposes of this Article, âfree trade agreementâ means an agreement substantially liberalising trade and providing for the absence or elimination of substantially all discrimination between or among parties thereto through the elimination of existing discriminatory measures and/or the prohibition of new or more discriminatory measures, either at the entry into force of that agreement or on the basis of a reasonable time frame.

7. For the purposes of this Article, "major trading partner" means any developed country, or any country accounting for a share of world merchandise exports above 1 percent in the year before the entry into force of the free trade agreement referred to in paragraph 3, or any group of countries acting individually, collectively or through a free trade agreement accounting collectively for a share of world merchandise exports above 1.5 percent in the year before the entry into force of the free trade agreement referred to in paragraph 3.

Article 20. Special Provisions on Administrative Cooperation

1. The Parties agree that administrative cooperation is essential to the implementation and control of the preferential treatment granted in this Chapter and undertake to combat irregularities and fraud regarding customs and related fields.

2. Where one Party has made a finding, on the basis of objective information, of a failure to provide administrative cooperation and/or of irregularities or fraud, the Party may temporarily suspend the preferential treatment of the product(s) concerned in accordance with the provisions of this Article.

3. For the purposes of this Article, a lack of administrative cooperation shall include the following:

(a) repeated failure to comply with the obligation to verify the originating status of the product(s) concerned;

(b) repeated refusal to conduct a subsequent check of proof of origin and/or to communicate the results thereof, or undue delay in doing so;

(c) repeated refusal to grant authorisation for a cooperation mission to check the authenticity of documents or the accuracy of information of relevance to the preferential treatment in question, or undue delay in granting such authorisation.

4. The application of a temporary suspension shall be subject to the following conditions:

(a) a Party that has made a finding, on the basis of objective information, of a lack of administrative cooperation and/or irregularities or fraud must notify the TPA Committee without undue delay that it has obtained the proof and the established information, and must consult with the TPA Committee to find a solution acceptable to both Parties, drawing on all relevant information and objective evidence;

(b) when the Parties have entered into consultation with the TPA Committee, as provided for above, and have been unable to agree on an acceptable solution in the three (3) months following notification, the Party concerned can temporarily suspend the preferential treatment granted to the product(s) concerned.

Temporary suspension must be reported without undue delay to the TPA Committee.

(c) temporary suspensions under this Article shall be limited to what is necessary to protect the financial interests of the Party concerned. They shall not exceed a period of six (6) months, which may be renewed. Temporary suspensions shall be reported as soon as they have been adopted by the TPA Committee. They shall be subject to periodic consultations within the TPA Committee, in particular with a view to repealing them once the conditions for application no longer exist.

5. At the same time as the notification of the TPA Committee specified in paragraph 4(a) of this Article, the Party concerned shall publish a notice for importers in its Official Journal. This notice for importers shall indicate that, for the product concerned, and on the basis of established information, proof of a lack of administrative cooperation and/or of irregularities or of fraud has been obtained.

Article 21. Management of Administrative Errors

In case of error by the competent authorities in the management of preferential systems for exports, and in particular in the application of Protocol No. 1 concerning the definition of the concept of “originating products” and methods of administrative cooperation set out in Annex A to this Agreement, where this error leads to consequences in terms of import duties, the Party facing such consequences may request the TPA Committee to examine and adopt all appropriate measures with a view to resolving the situation.

Chapter 2. TRADE DEFENCE INSTRUMENTS

Article 22. Objectives

1. The objectives of this Chapter are to lay down the conditions in which the two Parties may take trade defence instruments while at the same time working on the development of trade in goods between them, by way of derogation from the provisions of Articles 15, 16 and 34 of this Agreement.

2. The Parties shall ensure that the measures taken under the provisions of this Chapter are no more than is necessary to prevent or rectify the situations described herein.

Article 23. Anti-dumping and Countervailing Duties

1. None of the provisions of this Agreement shall prevent the UK or Ghana from taking anti-dumping or countervailing measures under the relevant WTO Agreements, in particular the Agreement on Implementation of Article VI of the GATT 1994 and the Agreement on Subsidies and Countervailing Measures which figure in Annex 1A to the Agreement establishing the WTO.

2. For the purposes of applying this Article, origin shall be determined in accordance with the non-preferential rules of origin of the Parties.

3. The special situation of Ghana as a developing country shall be taken into account when the application of anti-dumping or countervailing measures is considered. Before imposing definitive anti-dumping or countervailing measures, the Parties shall consider the possibility of constructive solutions, such as those provided for in the relevant WTO Agreements. The investigating authorities, may, in particular, carry out appropriate consultations for this purpose.

4. The provisions of this Article shall be applicable to all investigations initiated after this Agreement enters into force.

5. The provisions of this Article shall not be subject to the dispute settlement provisions of this Agreement.

Article 24. Multilateral Safeguard Measures

1. Subject to the provisions of this Article, this Agreement shall not prevent either of the Parties from adopting exceptional measures for a limited period in accordance with Article XIX of the GATT 1994, the Agreement on Safeguards which figures in Annex 1A to the Agreement establishing the WTO (hereinafter the "WTO Agreement on Safeguards"), or Article 5 of the Agreement on Agriculture which figures in Annex 1A to the Agreement establishing the WTO (hereinafter the "WTO Agreement on Agriculture").

2. For the purposes of applying this Article, origin shall be determined according to non-preferential rules of origin of the Parties.

3. Without prejudice to the provisions of paragraph 1 of this Article, and in the light of the overall development objectives of this Agreement and the small size of the economy of Ghana, the UK shall exclude imports from Ghana from any measures taken pursuant to Article XIX of the GATT of 1994, the WTO Agreement on Safeguards and Article 5 of the WTO Agreement on Agriculture.

4. The provisions of paragraph 3 of this Article shall apply until 14 December 2021. At the latest one hundred and twenty (120) days before that date, the TPA Committee shall re- examine the implementation of these provisions in light of the development needs of Ghana in order to determine whether their period of application should be extended.

5. The provisions of paragraphs 1 and 2 shall not be subject to the dispute settlement provisions of this Agreement.

Article 25. Bilateral Safeguard Measures

1. Subject to the provisions of this Article, either of the Parties may take safeguard measures for a limited period that derogate from the provisions of Articles 15 and 16 of this Agreement.

2. The safeguard measures referred to in paragraph 1 of this Article may be taken where a product originating in one Party is imported into the territory of the other Party in such increased quantities and under such conditions as to cause or threaten to cause:

(a) serious injury to the domestic industry of like or directly competitive products in the territory of the importing Party;

(b) disruptions in a sector of the economy, particularly where these disruptions produce major social problems or difficulties that could bring about serious deterioration in the economic situation of the importing Party; or

(c) disruption in the markets of like or directly competitive agricultural products (2) or in the mechanisms regulating those markets.

3. The safeguard measures referred to in this Article shall not exceed what is strictly necessary to prevent or remedy serious injury or disruptions as defined in paragraphs 2 and 4(b) of this Article. These safeguard measures of the importing Party may consist only of one or more of the following:

(a) the suspension of any further reduction in the customs duty on imports applicable for the product concerned, as provided for by this Agreement;

(b) an increase in the customs duty on the product concerned up to a level that does not exceed the customs duty applied to other WTO Members; and

(c) the introduction of tariff quotas on the product concerned.

4. (a) Notwithstanding paragraphs 1 to 3 of this Article, when a product originating in the UK is imported in such increased quantities and under such conditions as to cause or threaten to cause one of the situations described in paragraphs 2(a), (b) and (c) of this Article in Ghana, it may take surveillance or safeguard measures, limited to its territory in accordance with the procedures defined in paragraphs 5 to 8 of this Article.

(b) Ghana may take safeguard measures where a product originating in the UK is, as a result of the reduction of duties, being imported into its territory in such increased quantities and under such conditions as to cause or threaten to cause disturbances to an infant industry producing like or directly competitive products. Such provision is applicable until 14 December 2026. Measures must be taken in accordance with the provisions of paragraphs 5 to 8.

However, if agreed by both Parties, this period may be extended if, despite the industrial development potential and the efforts actually undertaken, this objective has not been achieved due to the world economic situation or serious troubles affecting Ghana.

5. (a) The safeguard measures referred to in this Article shall be maintained only for the period necessary to prevent or

resolve serious injury or disruptions such as those described in paragraphs 2 and 4 of this Article;

(b) The safeguard measures referred to in this Article shall be applied for a period not exceeding two (2) years. Where the circumstances warranting the imposition of safeguard measures continue to exist, such measures may be extended for a further period of two (2) years. Where Ghana applies a safeguard measure, such measure may however be applied for a period not exceeding four (4) years and, where the circumstances warranting imposition of safeguard measures continue to exist, extended for a further period of four (4) years;

(c) The safeguard measures referred to in this Article that exceed one (1) year shall have a clear timetable for being phased out by the end of the set period, at the latest;

(d) Except in exceptional circumstances subject to the approval of the TPA Committee, no safeguard measures referred to in this Article shall be applied to a product that has previously been subject to such a measure, for a period of at least one (1) year from the date of expiry of this measure.

6. For the implementation of the above paragraphs the following provisions shall apply:

(a) When a Party considers that one of the circumstances referred to in paragraphs 2 or 4 of this Article exists, it shall immediately refer the matter to the TPA Committee;

(b) The TPA Committee can make any recommendation necessary to remedy the circumstances that have arisen. Where the TPA Committee has not made recommendations to remedy the circumstances, or where a satisfactory solution has not been found in the thirty (30) days following notification to this Committee, the importing Party may adopt appropriate measures to remedy the circumstances, in accordance with this Article;

(c) Before taking one of the measures provided for in this Article or, in the cases referred to in paragraph 7 hereof, as soon as possible, Ghana shall communicate to the TPA Committee all information that can be used for a full examination of the situation with a view to finding an acceptable solution for both Parties;

(d) When selecting safeguard measures, priority must be given to those that help to efficiently and rapidly solve the problem, while causing the least possible disruption to the smooth application of this Agreement;

(e) All safeguard measures taken in accordance with this Article shall be reported immediately to the TPA Committee and shall be the subject of periodic consultations within that body, particularly with a view to establishing a timetable for their abolition as soon as circumstances permit.

7. Where exceptional circumstances require immediate action, the importing Party concerned, whether the UK or Ghana, as the case may be, may take the measures provided for in paragraphs 3 and 4 of this Article on a provisional basis, without meeting the requirements of paragraph 6 hereof. Such action may be taken for a maximum period of one hundred and eighty (180) days where the measures are taken by the UK and of two hundred (200) days when the measures are taken by Ghana. The duration of such provisional measures shall be counted as a part of the initial period or of any extension defined in paragraph 5 of this Article. In taking these provisional measures, the interests of all stakeholders must be taken into account. The importing Party concerned shall inform the other Party and immediately refer the matter to the TPA Committee for examination.

8. If an importing Party subjects imports of a product to an administrative procedure having as its purpose the rapid provision of information on the trend of trade flows liable to give rise to the problems referred to in this Article, it shall inform the TPA Committee of this without delay.

9. The WTO Agreements shall not be invoked to prevent a Party from adopting safeguard measures under the provisions of this Article.

(2) For the purpose of this Article, agricultural products shall be those covered by Annex I of the WTO Agreement on Agriculture.

Article 26. Cooperation

1. The Parties recognise the importance of cooperation with regard to trade defence instruments for ensuring fairness and transparency in the trade between them.

2. The Parties agree to cooperate, including by facilitating assistance measures, in the following areas in particular:

(a) the development of regulations and institutions to ensure trade defence;

(b) the development of capacity, in particular of the competent administrative authorities of Ghana, to improve the understanding and the use of the trade defence instruments provided for in this Agreement.

Chapter 3. TECHNICAL BARRIERS TO TRADE, SANITARY AND PHYTOSANITARY MEASURES

Article 27. Objectives

1. The objectives of this Chapter are to facilitate trade in goods between the Parties while increasing the capacity of the Parties to identify, prevent and eliminate unnecessary obstacles to trade as a result of technical regulations, standards and conformity assessment procedures applied by either Party while not affecting the capacity of the Parties to protect plants, animals and public health.

Article 28. Scope and Definitions

1. The provisions of this Chapter shall apply to technical regulations, standards and conformity assessment procedures defined in the Agreement on Technical Barriers to Trade in Annex 1A to the Agreement establishing the WTO (hereinafter referred to as the "WTO TBT Agreement") and to the sanitary and phytosanitary measures as defined in the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the Agreement establishing the WTO (hereinafter referred to as the "WTO SPS Agreement") in so far as they affect trade between the Parties.

2. For the purposes of this Chapter and unless otherwise indicated, the definitions used in the WTO TBT Agreement and in the WTO SPS Agreement, the Codex Alimentarius, the International Plant Protection Convention (IPPC), and by the World Organisation for Animal Health (OIE) shall apply, including any reference to the products in this Chapter.

Article 29. Competent Authorities

1. The authorities of the two Parties responsible for the implementation of the measures set out in this Chapter are referred to in Appendix II to Annex D to this Agreement.

2. In accordance with Article 32 of this Agreement, the Parties shall keep each other informed of any significant changes in the competent authorities shown in Appendix II to Annex D to this Agreement. The TPA Committee shall adopt any amendment necessary of Appendix IH to Annex D to this Agreement.

Article 30. Mutual Obligations

1. The Parties reaffirm their rights and obligations under the relevant WTO Agreements, in particular under the WTO SPS Agreement and the WTO TBT Agreement. The Parties also reaffirm their rights and obligations under the IPPC, the Codex Alimentarius and the OIE.

2. The Parties reaffirm their commitment to improving public health in their respective territories, in particular by strengthening their capacities to identify non-compliant products.

3. These commitments, rights and obligations shall underline the activity of the Parties in relation to this Chapter.

Article 31. Determination of Sanitary and Phytosanitary Areas

In relation to importing conditions, the Parties may, on a case-by-case basis, propose and identify areas with an established sanitary and phytosanitary status, with reference to Article 6 of the WTO SPS Agreement.

Article 32. Transparency of Trade Conditions and Exchange of Information

1. The Parties shall mutually inform one another of any changes to their technical import requirements (including for live animals and plants).

2. If necessary, the Parties agree to inform each other in writing of the measures taken to prohibit the importing of goods with the aim of addressing a given problem concerning health (public, animal or plant), safety or the environment as soon as possible, in accordance with the recommendations set out in the WTO SPS Agreement.

3. The Parties agree to exchange information with the aim of collaborating so that their products comply with the technical

regulations and standards subject to which they may access each other's markets.

4. If necessary, the Parties shall also directly exchange information on other areas that the Parties agree to be of potential importance for their trade relations, including food safety issues, the sudden appearance of animal or plant diseases, scientific opinions and other noteworthy events relating to product safety. In particular, the Parties undertake to inform each other when applying the principle of sanitary and phytosanitary zoning as set out in Article 6 of the WTO SPS Agreement.

5. If necessary, the Parties agree to exchange information on the epidemiological surveillance of animal diseases. As regards phytosanitary protection, the Parties shall inform each other of the appearance of pests presenting a known and immediate danger for the other Party.

6. The Parties agree to cooperate with a view to alerting each other early when new regional rules might have an impact on mutual trade.

Article 33. Cooperation

1. The Parties recognise the importance of cooperating in the areas of technical regulations, standards, sanitary and phytosanitary measures and conformity assessment in order to achieve the objectives of this Chapter.

2. The Parties agree to cooperate, in accordance with the provisions of Article 4, in order to raise the quality and competitiveness of priority products for Ghana shown in Appendix I to Annex D to this Agreement and access to the market of the UK, including through facilitating support, notably financially, in the following areas in particular:

(a) the establishment of an appropriate framework for the exchange of information and sharing of expertise between the Parties;

(b) cooperation with international standardisation bodies, including facilitating participation by representatives of Ghana in the meetings of such bodies;

(c) the adoption of technical standards and regulations, conformity assessment

procedures and sanitary and phytosanitary measures that are harmonised at regional level on the basis of the relevant international standards;

(d) the strengthening of the capacities of public and private operators, including information and training, with the aim of helping exporters to conform to UK tules and standards, and to participating in international organisations;

(e) the development of national capacities to assess product compliance and to gain access to the market of the UK.

Chapter 4. OTHER NON-TARIFF BARRIERS

Article 34. Prohibition of Quantitative Restrictions

On the entry into force of this Agreement, all prohibitions or restrictions on imports or exports affecting trade between the two Parties shall be eliminated, with the exception of the customs duties and taxes and the fees and other charges referred to in Articles 13 and 14 of this Agreement, irrespective of whether they are implemented through quotas, import or export licensing or other measures. No new measures shall be introduced. The provisions of this Article are without prejudice to the provisions concerning trade defence instruments referred to in Chapter 2 of this Part of this Agreement.

Article 35. National Treatment of Internal Taxation and Regulation

1. Imported products originating in one Party shall not be subject, either directly or indirectly, to internal taxes or other internal charges of any kind in excess of those applied, directly or indirectly, to like domestic products of the other Party. The Parties shall refrain from applying any other form of taxation or other internal charges with the aim of providing protection for their national output.

2. Imported products originating in one Party shall benefit from treatment that is no less favourable than the treatment given to like domestic products of the other Party in respect of all laws, regulations and requirements affecting their sale, offering for sale, purchase, transportation, distribution or use on the national market. The provisions of this paragraph shall not prevent the application of differential internal transportation charges that are based exclusively on the economic operation of the means of transport and not on the origin of the product.

3. Neither Party shall establish or maintain any internal regulation relating to the mixture, processing or use of products in specified amounts or proportions that directly or indirectly requires any specified amount or proportion of any product that is the subject of the regulation to be supplied from domestic sources. Furthermore, each Party shall refrain from applying any other form of internal quantitative regulation with the aim of providing protection for its output.

4. The provisions of this Article shall not prevent the payment of subsidies intended exclusively for national producers, including payments to national producers derived from the proceeds of internal taxes or charges applied in compliance with the provisions of this Article and subsidies effected through governmental purchases of national products or for their benefit.

5. The provisions of this Article shall not apply to the laws, regulations, procedures or practices relating to public procurement.

6. The provisions of this Article shall be without prejudice to the provisions of this Agreement concerning trade defence instruments.

Chapter 5. FACILITATION OF TRADE, CUSTOMS COOPERATION AND MUTUAL ADMINISTRATIVE ASSISTANCE

Article 36. Objectives

1. The Parties recognise the importance of customs cooperation and of facilitating trade in the evolving context of world trade. The Parties agree to increase cooperation in this area with a view to ensuring that the relevant legislation and procedures, as well as the administrative capacity of the relevant administrative authorities, fulfil the objectives of effective control and promotion of the facilitation of trade, and contribute to development and regional integration.

2. The Parties recognise that legitimate public policy objectives, including those relating to security and fraud prevention, shall not be compromised in any way.

3. The Parties undertake to ensure the free movement of the goods covered by this Agreement within their respective territories.

Article 37. Customs Cooperation and Mutual Administrative Assistance

1. In order to ensure compliance with the provisions of this Chapter, and to respond effectively to the objectives set out in Article 36 of this Agreement, the Parties shall:

(a) exchange information concerning customs legislation and procedures;

(b) develop joint initiatives relating to import, export and transit procedures and initiatives to offer an efficient service to the business community;

(c) cooperate on the automation of customs procedures and other trade procedures and collaborate, where appropriate towards the establishment of common data exchange standards;

(d) adopt wherever possible common positions in relation to customs in international organisations such as the WTO, the World Customs Organisation (WCO), the United Nations and the United Nations Conference on Trade and Development (UNCTAD);

(e) cooperate on the planning and implementation of technical assistance, in particular in the area of customs reforms and to facilitating trade, in accordance with the provisions of this Agreement; and

(f) encourage cooperation between all the administrative authorities, organisations and other institutions concerned, both within one and the same country and between countries.

2. Notwithstanding paragraph 1 of this Article, the administrative authorities of the Parties shall provide mutual administrative assistance for customs matters, in accordance with the provisions of Protocol No. 2 on Mutual Administrative Assistance in Customs Matters set out in Annex E to this Agreement.

Article 38. Customs Legislation and Procedures

1. The Parties shall do everything in their power to ensure that their respective trade and customs laws, provisions and

procedures are based on the international instruments and standards in force in customs and trade areas, including the essential elements of the International Convention on the Simplification and Harmonization of Customs Procedures, concluded at Kyoto on 18 May 1973, and revised in Brussels on 26 June 1999, the WCO Framework of Standards to Secure and Facilitate Global Trade, the WCO data model and the International Convention on the Harmonized Commodity Description and Coding System of 1983.

2. In order to improve working methods and ensure respect for the principles of non- discrimination, transparency, efficiency, integrity and accountability of operations, the Parties shall:

(a) take the measures necessary to reduce, simplify and standardise the data and documents required by customs and other related bodies;

(b) simplify customs requirements and formalities wherever possible, in respect of the rapid release and clearance of goods;

(c) provide effective, prompt and non-discriminatory procedures enabling the right of appeal, against customs and other agency administrative actions, rulings and decisions affecting imports, exports or goods in transit. Procedures for appeal shall be easily accessible, including to small or medium enterprises and any costs shall be reasonable and commensurate with the costs in providing for appeals;

(d) ensure the maintenance of ethical standards through the application of measures reflecting the principles of the relevant international conventions and instruments in this area, in particular the revised Arusha Declaration of 2003.

Article 39. Facilitation of Transit Movements

1. The Parties shall ensure the free transit of goods through their territory on the most suitable transit route. Any restrictions, controls or requirements in this regard must be justified by a legitimate public policy objective, and must be non-discriminatory, proportionate and applied in a uniform manner.

2. Without prejudice to legitimate customs checks, the Parties shall treat goods in transit from the territory of the other Party no less favourably than goods from the domestic market, exports, imports and their movement.

3. The Parties shall establish transit customs regimes to allow the movement of goods with no obligation to pay customs duties or other charges, subject to the provision of appropriate guarantees.

4. The Parties shall endeavour to promote and implement regional transit arrangements with the aim of reducing barriers to trade.

5. The Parties shall draw upon and use international standards and instruments relevant to transit.

6. The Parties shall ensure the cooperation and coordination of all the relevant authorities in their territories in order to facilitate transit traffic and promote cross-border cooperation.

Article 40. Relations with the Business Community

The Parties agree:

(a) to ensure that all the legislation, procedures, fees and charges are made publicly available, as far as possible by electronic means, together with the justification for them;

(b) to encourage cooperation between the operators and the relevant administrative authorities through the use of non-arbitrary, publicly accessible procedures, such as Memoranda of Understanding, based on those promulgated by the WCO;

(c) to ensure that their respective customs and related regimes and the requirements and procedures associated with them continue to meet the needs of the business community, are in line with best practices and remain as unrestrictive as possible for trade;

(d) on the need for consultation with trade representatives in due time and on a regular basis regarding legislative proposals and procedures relating to customs and trade issues. To this end, appropriate and regular mechanisms for consultation between the administrative authorities and the business community shall be established by each Party;

(e) that a reasonable period of time must pass between the publication and the entry into force of any new or amended laws, procedures, fees or charges. The Parties shall publish administrative information concerning in particular agency requirements, entry procedures, working hours and operational procedures of the customs authorities in ports and at border posts, and also on information contact points.

Article 41. Customs Valuation

Article VII of the GATT 1994 and the WTO Customs Valuation Agreement shall govern the application of the customs value to trade between the Parties. The Parties shall cooperate with a view to taking a common approach to issues relating to customs value.

Article 42. Cooperation

1. The Parties recognise the importance of cooperation on customs and trade facilitation for the implementation of this Agreement.

2. The Parties agree to cooperate, in accordance with the provisions of Article 4, including by facilitating support, notably in the following areas:

(a) the development of appropriate, simplified legislative and regulatory provisions;

(b) information and awareness-raising aimed at operators, including training for the staff concerned;

(c) building up capacities, modernisation and connectivity between customs authorities and related services.

Article 43. Continuation of Negotiations In the Field of Customs and Trade Facilitation

Within the negotiations of a free trade agreement between West Africa and the UK, the Parties agree to continue negotiations on this Chapter in order to complement it in a regional framework.

Article 44. Special Committee on Customs and Trade Facilitation

Within the TPA Committee, the Parties will set up a Special Committee on Customs and Trade Facilitation, comprising representatives of the Parties. This committee will report to the TPA Committee. It will discuss all customs issues meant to facilitate trade between the Parties and monitor the implementation and the application of this Chapter as well as the operation of rules of origin.

Chapter 6. AGRICULTURE, FISHERIES AND FOOD SECURITY

Article 45. General Provisions

1. The Parties recognise that in Ghana, the agriculture, including livestock farming, and fisheries sectors account for a significant proportion of its Gross Domestic Product, play a key role in the fight against food insecurity and provide an income and employment for most of the working population.

2. The Parties recognise that securing the food security of the population and raising the means of subsistence in a rural environment are essential for reducing poverty and must be viewed in the wider context of sustainable development and the Sustainable Development Goals. 3. The Parties emphasise the importance of the agricultural sector in the economy and for food security in Ghana and, in particular, the sensitive nature of the sectors that depend on international markets. Each Party shall ensure transparency in its domestic support policies and measures. The Parties shall exchange information concerning any agricultural policy measure at the request of either of the Parties.

Article 46. Food Security

When the implementation of this Agreement results or seems likely to result in difficulties for Ghana in obtaining or gaining access to the products necessary for ensuring food security, Ghana may take appropriate measures in line with the procedures described in Article 25 of this Agreement.

Part III. DISPUTE AVOIDANCE AND SETTLEMENT

Chapter 1. OBJECTIVE AND SCOPE

Article 47. Objective

The objective of Part III of this Agreement is to avoid and settle any disputes that may arise between the Parties with a view to arriving, where possible, at a mutually agreed solution.

Article 48. Scope

Part II applies to any dispute regarding the interpretation or application of this Agreement, with the exception of Articles 3 to 9 and except where otherwise provided.

Chapter 2. CONSULTATIONS AND MEDIATION

Article 49. Consultations

1. The Parties shall endeavour to settle disputes covered by Article 48 of this Agreement by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. Any Party wishing to enter into consultations shall do so by presenting a request in writing to the other Party with a copy to the TPA Committee, specifying the measure in question and the provisions of this Agreement with which, in its opinion, the measure fails to comply.

3. The consultations shall be held within forty (40) days of the date on which the request was submitted. They shall be considered closed within sixty (60) days of the date on which the request was submitted unless the Parties agree to continue consultations. All information exchanged during the consultations shall remain confidential.

4. In urgent situations, in particular those involving perishable or seasonal goods, the consultations shall be held within fifteen (15) days of the date on which the request was submitted, and shall be considered closed within thirty (30) days of the date on which the request was submitted.

5. If the consultations are not held within the time limits specified in paragraph 3 or paragraph 4 of this Article or if the consultations are closed without the Parties' reaching agreement on a mutually agreed solution, the applicant shall have the option of invoking the arbitration procedure provided for in this Agreement.

Article 50. Mediation

1. If the consultations do not lead to a mutually agreed solution, the Parties may, by agreement, resort to a mediator. Unless the Parties agree otherwise, the terms of reference of the mediation shall be as set out in the consultation request.

2. Unless the Parties agree on a choice of mediator within ten (10) days of the agreement to request mediation, the Chairperson of the TPA Committee or his/her delegate, on being requested to do so by either of the Parties, shall choose by lot a mediator from among the persons on the list referred to in Article 66 of this Agreement and who are not nationals of either Party. The selection shall be made within twenty (20) days of the agreement to request mediation, in the presence of a representative from each of the Parties.

3. The mediator shall convene a meeting of the Parties at the latest thirty (30) days after being appointed. The mediator shall receive the submissions of each Party no later than fifteen (15) days before the meeting and shall give an opinion no later than forty-five (45) days after having been selected.

4. The mediator's opinion may include one or more recommendations on how to resolve the dispute consistent with the provisions referred to in Article 48 of this Agreement. The mediator's opinion shall not be binding.

5. The Parties may agree to modify the time limits referred to in paragraph 3 of this Article. The mediator may also decide to modify these time limits at the request of either Party or on his/her own initiative, depending on the particular difficulties affecting the Party concerned or the complexity of the case.

6. The mediation procedures and in particular all information exchanged and positions taken by the Parties during these procedures shall remain confidential.

Chapter 3. DISPUTE SETTLEMENT PROCEDURES

Section I. Arbitration Procedure

Article 51. Initiation of the Arbitration Procedure

1. Where the Parties do not succeed in settling their dispute after having recourse to the consultations provided for in Article 49 of this Agreement or after engaging in the mediation referred to in Article 50 hereof, the applicant may request the establishment of an arbitration panel.

2. A request for the establishment of an arbitration panel shall be sent in writing to the respondent and the TPA Committee. In its request, the applicant shall describe the specific situation or measure in question and set out the reasons why the situation or measure violates the provisions of this Agreement.

Article 52. Establishment of an Arbitration Panel

1. The Arbitration Panel Shall Be Composed of Three Arbitrators.

2. Within ten (10) days of the request for the establishment of an arbitration panel being submitted to the TPA Committee, the Parties shall consult one another in order to reach an agreement on the composition of the arbitration panel.

3. In the event that the Parties are unable to agree on the composition of the arbitration panel within the time frame laid down in paragraph 2 of this Article, either Party may request the Chairperson of the TPA Committee, or his/her delegate, to select all three members of the arbitration panel by lot from the list established under Article 66 of this Agreement, one from among the persons proposed by the applicant, one from among the persons proposed by the respondent and the third from among those selected by both Parties to chair the meetings. If the Parties have agreed on one or more of the members of the arbitration panel, the remaining member(s) shall be selected according to the procedure set out in this paragraph.

4. The Chairperson of the TPA Committee or his/her delegate shall select the arbitrators by lot within five (5) days of receiving the request referred to in paragraph 3 of this Article in the presence of a representative of each Party. The time and date of the selection shall be communicated to the Parties. No failure by either of the Parties to send their representative following an invitation shall in any way affect the validity of the selection.

5. The date on which the arbitration panel is established shall be the date on which all three arbitrators have been selected.

6. The arrangements for responsibility for the arbitration fees are defined in the procedural rules.

Article 53. Interim Report by the Arbitration Panel

The arbitration panel shall submit to the Parties an interim report containing both the descriptive sections and its findings and conclusions, generally within one hundred and twenty (120) days at the latest from the date on which the arbitration panel was established. In the fifteen (15) days following the presentation of the interim report by the arbitration panel, each Party shall have the option of submitting remarks in writing to the arbitration panel concerning specific aspects of the interim report.

Article 54. Arbitration Panel Ruling

1. The arbitration panel shall transmit its ruling to the Parties and the TPA Committee at the latest one hundred and fifty (150) days following the establishment of the arbitration panel. If it considers that this time limit cannot be complied with, the Chairperson of the arbitration panel shall inform the Parties and the TPA Committee thereof in writing, giving reasons for the delay and stating the date on which the arbitration panel plans to conclude its work. The arbitration panel ruling should under no circumstances be delivered any later than one hundred and eighty (180) days from the date on which the arbitration panel was established.

2. In urgent situations, including those involving perishable and seasonal goods, the arbitration panel shall endeavour to deliver its ruling within seventy-five (75) days of being established. Under no circumstance shall it take longer than ninety (90) days from the date of its establishment. The arbitration panel may deliver a preliminary ruling on whether the case is urgent within ten (10) days of being formed.

3. Each Party may ask an arbitration panel to recommend ways in which the respondent could achieve compliance.

Section II. Achieving Compliance

Article 55. Compliance with the Arbitration Panel Ruling

Each Party shall take any measure necessary to comply with the arbitration panel ruling. The Parties shall endeavour to

agree on a time limit for compliance with the ruling.

Article 56. Reasonable Period of Time for Compliance

1. At the latest thirty (30) days after the Parties have been informed of the arbitration panel ruling, the respondent shall inform the applicant and the TPA Committee in writing of the time it will need to achieve compliance ("reasonable period of time").

2. In the event of a disagreement between the Parties regarding what constitutes a reasonable period of time within which to comply with the arbitration panel ruling, the applicant shall, within twenty (20) days of the notification provided for in paragraph 1 of this Article, send a written request to the arbitration panel asking it to determine that reasonable period of time. Such a request shall be reported simultaneously to the other Party and the TPA Committee. The arbitration panel shall announce its decision to the Parties and to the TPA Committee within thirty (30) days of the request being submitted.

3. The arbitration panel shall, in determining the reasonable period of time, take into consideration the length of time that it would normally take the respondent to adopt comparable legislative or administrative measures to those identified by the respondent as being necessary to ensure compliance. The arbitration panel may also take account of constraints that might affect the adoption of the necessary measures by the respondent.

4. Where the arbitration panel or some of its members are unable to reconvene, the procedures set out in Article 52 of this Agreement shall be applied. The time limit for delivering a ruling shall be forty-five (45) days from the date on which the request referred to in paragraph 2 of this Article was submitted.

5. The reasonable period of time may be extended by mutual agreement between the Parties.

Article 57. Review of Measures Taken to Comply with the Arbitration Panel Ruling

1. The respondent shall notify the other Party and the TPA Committee before expiry of the reasonable period of time of any measures it has taken to comply with the arbitration panel ruling.

2. In the event of a disagreement between the Parties concerning the compatibility of the measures notified under paragraph 1 of this Article with the provisions of this Agreement, the applicant may make a written request for a ruling by the arbitration panel on the matter. The request shall indicate the specific measures in question and state why they are incompatible with the provisions of this Agreement. The arbitration panel shall communicate its ruling within ninety (90) days of the date on which the request was submitted. In urgent situations, including cases in which perishable and seasonal goods are in question, the arbitration panel shall deliver its ruling within forty-five (45) days of the request being submitted.

3. Where the arbitration panel or some of its members are unable to reconvene, the procedures set out in Article 52 of this Agreement shall be applied. The time limit for delivering a ruling shall be one hundred and five (105) days from the date on which the request referred to in paragraph 2 of this Article was submitted.

Article 58. Temporary Remedies In the Event of Non-compliance

1. If the respondent fails to notify measures it has taken to comply with the arbitration panel ruling before expiry of the reasonable period of time, or if the arbitration panel rules that the measures notified under Article 57(1) of this Agreement are not compatible with its obligations under the provisions of Article 55 hereof, the respondent shall, if so requested by the applicant, submit to the applicant an offer for temporary compensation.

2. If the Parties do not agree on compensation within thirty (30) days of the expiry of the reasonable period of time or of the ruling by the arbitration panel referred to in Article 57 of this Agreement that the compliance measures that have been taken are not compatible with the provisions referred to in Article 55 hereof, the applicant shall be authorised, after having informed the other Party, to take appropriate measures. In taking such measures, the applicant shall endeavour to select measures that least affect the achievement of the objectives of this Agreement and take into consideration their impact on the economy of the respondent. If applicable, the appropriate measures should not affect the provision of development assistance to Ghana.

3. The UK shall show moderation in its requests for compensation or when adopting the appropriate measures in accordance with paragraphs 1 and 2 of this Article and shall take account of the status of Ghana as a developing country.

4. The appropriate measures or compensation shall be temporary and shall cease to be applied when the measure recognised as being incompatible has been withdrawn or amended in such a way as to make it comply with the provisions of Article 55 of this Agreement or when the Parties agree to terminate the dispute settlement procedure.

Article 59. Examination of the Compliance Measures Following the Adoption of Appropriate Measures

1. The respondent shall inform the other Party and the TPA Committee of the measures it has taken to comply with the ruling of the arbitration panel and request that the appropriate measures taken by the applicant shall cease to be applied.

2. If the Parties do not reach an agreement on the compatibility of the notified measures with the provisions of this Agreement within thirty (30) days of the notification being submitted, the applicant shall make a request in writing for the arbitration panel to rule on the matter. Such a request shall be reported simultaneously to the other Party and the TPA Committee. The ruling of the arbitration panel shall be delivered within forty-five (45) days of submission of the request and shall be reported to the Parties and the TPA Committee. If the arbitration panel rules that the measures taken by the Party against which the ruling was delivered are not in conformity with the relevant provisions of this Agreement, it shall consider whether it is appropriate for the applicant to continue to apply the measures taken. If the arbitration panel rules that the measures taken are in conformity with the relevant provisions of this Agreement, the application of the appropriate measures shall be terminated.

3. Where the arbitration panel or some of its members are unable to reconvene, the procedures set out in Article 52 of this Agreement shall be applied. The time limit for delivering a ruling shall be sixty (60) days from the date on which the request referred to in paragraph 2 of this Article was submitted.

Section III. Common Provisions

Article 60. Mutually Agreed Solution

The Parties may reach a mutually agreed solution to a dispute at any time. They shall inform the TPA Committee of any such solution. The adoption of a mutually agreed solution shall terminate the procedure.

Article 61. Procedural Rules

1. Dispute settlement procedures under Chapter 3 of this Part shall be governed by procedural rules which shall be adopted by the TPA Committee within three (3) months of it being set up.

2. Any meeting of the arbitration panel shall be open to the public in accordance with the procedural rules, unless otherwise decided by the arbitration panel on its own initiative or further to the request of the Parties.

Article 62. General and Technical Information

At the request of a Party or on its own initiative, the arbitration panel may obtain general and technical information from any source, including the Parties, if it deems this to be appropriate for the arbitration proceedings. The arbitration panel shall also be authorised to obtain the opinion of experts if it considers this appropriate. Interested parties are authorised to submit amicus curiae briefs to the arbitration panel in accordance with the procedural rules. Information obtained in this manner must be disclosed to each of the Parties and submitted to them for their comments.

Article 63. Language of Submissions

1. The common working language of the Parties for procedures for the prevention and settlement of disputes shall be English.

2. The Parties shall make their written or oral submissions in English.

Article 64. Rules of Interpretation

The arbitration panel shall interpret the provisions of this Agreement in accordance with the customary rules of interpretation of public international law, including those set out in the Vienna Convention on the Law of Treaties. The rulings of the arbitration panel shall neither add to nor diminish the rights and obligations set out in this Agreement.

Article 65. Arbitration Panel Rulings

1. The arbitration panel shall make its rulings by consensus. Where a ruling cannot be made by consensus, it shall be made

by majority vote. However, in no case shall dissenting opinions of arbitrators be published.

2. The ruling shall set out the substantive findings, the applicability of the relevant provisions of this Agreement and the reasoning underpinning the findings and conclusions reached by the arbitration panel. The TPA Committee shall make the arbitration panel ruling known to the public, unless it decides otherwise.

Chapter 4. GENERAL PROVISIONS

Article 66. List of Arbitrators

1. The TPA Committee shall establish a list of fifteen (15) individuals who are willing and able to serve as arbitrators within three (3) months at the latest of being set up. Each Party shall appoint one third of the arbitrators. The two Parties shall agree on the choice of the remaining third of arbitrators, who shall not be nationals of either Party and who shall act as chairperson to the arbitration panel. The TPA Committee shall ensure that the said list is always maintained at this level.

2. The arbitrators shall have specialised knowledge or experience of law and international trade. They shall be independent, serve in their individual capacities and not take instructions from any organisation or government, shall not be affiliated with the government of either Party, and shall comply with the Code of Conduct appended to the procedural rules.

3. The TPA Committee may establish an additional list of 15 individuals having a sectoral expertise in specific matters covered by this Agreement. When recourse is made to the selection procedure under Article 52(3), the Chairperson of the TPA Committee may use such a sectoral list upon agreement of both Parties.

Article 67. Links with the WTO Obligations

1. The arbitration bodies set up under this Agreement shall not be authorised to rule on disputes relating to the rights and obligations of each Party pursuant to the WTO Agreements.

2. Recourse to the dispute settlement provisions of this Agreement shall be without prejudice to any action in connection with the WTO, including dispute settlement action. However, when a Party has initiated a dispute settlement procedure with regard to a given measure either under Article 51(1) of this Agreement or under the WTO Agreements, it may not initiate a dispute settlement procedure for the same measure in the other forum before concluding the first procedure. For the purposes of this paragraph, a Party shall be considered to have initiated a dispute settlement procedure under the WTO Agreements once it has requested the establishment of a panel pursuant to Article 6 of the Dispute Settlement Understanding set out in Annex 2 to the Agreement establishing the WTO.

3. Nothing in this Agreement shall preclude a Party from applying the suspension of obligations authorised by the WTO Dispute Settlement Body.

Article 68. Time Limits

1. All the limitation periods laid down in this Part, including the times by which the arbitration panels must deliver their rulings, shall be counted in calendar days from the day following the act or fact to which it refers. If the last day is a non-working day, the time limit shall be deemed to fall on the next working day. 2. Any time limit provided for in this Part of this Agreement may be extended by mutual agreement between the Parties.

Article 69. Modification of Part III

The TPA Committee and each Party may both take the initiative to request an amendment of this Part. The amendment requests will be examined by the TPA Committee. The amendment will enter into force only after approval by both Parties.

Part IV. GENERAL EXCEPTIONS

Article 70. General Exception Clause

Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between the Parties where like conditions prevail, or a disguised restriction on trade in goods or services or on establishment, nothing in this Agreement shall be construed to prevent the adoption or application by either Party of measures:

(a) necessary to protect public morals, order or security;

(b) necessary to protect the life or health of humans, animals or plants;

(c) necessary to secure compliance with laws or regulations that are not inconsistent with the provisions of this Agreement including those relating to:

(i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on contracts;

(ii) protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(iii) security;

(iv) customs enforcement; or

(v) the protection of intellectual property rights;

(d) relating to the import or export of gold or silver;

(e) concerning the protection of national treasures of artistic, historic or archaeological value;

(f) relating to the conservation of non-renewable natural resources if such measures imply restrictions on domestic production or consumption of goods, domestic supply or consumption of services or domestic investors;

(g) relating to the products of prison labour;

(h) are inconsistent with Article 35, provided that the difference in treatment is aimed at ensuring the effective or equitable imposition or collection of direct taxes in respect of economic activities, investors or service suppliers of the other Party.

Article 71. Security Exceptions

1. Nothing in this Agreement shall be construed:

(a) as requiring either Party to furnish any information, the disclosure of which it considers contrary to its essential security interests;

(b) as preventing the Parties from taking any action deemed necessary for the protection of their essential security interests:

(i) relating to fissile or fissionable materials or the materials from which they are derived;

(ii) relating to economic activities carried out directly or indirectly for the purpose of supplying or provisioning a military establishment;

(iii) connected with the production of or trade in arms, munitions and war material;

(iv) relating to government procurement essential for national security or for national defence purposes;

(v) taken in time of war or other emergency in international relations;

(c) as preventing the Parties from taking any action in order to honour their obligations for the purpose of maintaining international peace and security.

2. The TPA Committee shall be informed to the fullest extent possible of measures taken under paragraph 1(b) and (c) of this Article and of their termination dates.

Article 72. Taxation

1. Nothing in this Agreement or in any arrangement adopted under this Agreement shall be construed to prevent the Parties from distinguishing, in the application of the relevant provisions of their fiscal legislation, between taxpayers who are not in the same situation, in particular with regard to their place of residence or with regard to the place where their capital is invested.

2. Nothing in this Agreement or in any arrangement adopted under this Agreement shall be construed to prevent the adoption or enforcement of any measure aimed at preventing the avoidance or evasion of taxes pursuant to the tax provisions of agreements intended to avoid double taxation or other tax arrangements or domestic fiscal legislation.

3. Nothing in this Agreement shall affect the rights and obligations of the Parties under any tax convention. In the event of any inconsistency between this Agreement and such a convention, the convention shall prevail to the extent of the inconsistency.

4. Nothing in this Agreement applies to any MFN obligation with respect to an advantage accorded by a Party pursuant to a tax convention.

Part V. INSTITUTIONAL PROVISIONS

Article 73. TPA Committee

1. For the purposes of implementing this Agreement, a TPA Committee is hereby established.

2. The Parties agree that the composition, organisation and operation of this TPA Committee will respect the principle of equality. The TPA Committee will determine its organisation and functioning rules.

3. Except as otherwise provided for in paragraph 4 of this Article, the TPA Committee is responsible for the administration in all fields covered by this Agreement and the achievement of all tasks mentioned in this Agreement.

4. The TPA Committee shall not be responsible for political dialogue, consultations held or measures taken (as referred to in Annex F) relating to the essential and fundamental elements of this Agreement.

5. The TPA Committee meetings may be open to third parties. The ECOWAS Commission may be invited to the TPA Committee meetings, according to its internal procedures.

6. Any decisions adopted by the EPA Committee established by the EU-Ghana Free Trade Agreement before that Agreement ceased to apply to the UK shall, to the extent those decisions relate to the Parties to this Agreement and unless the Parties agree otherwise, be deemed to have been adopted, mutatis mutandis, by the TPA Committee which the Parties establish under paragraph 1 of this Article.

In this Article, a reference to decisions adopted by the "EPA Committee established by the EU-Ghana Free Trade Agreement" shall be understood as also including decisions adopted by any special committees or bodies established by that committee.

7. Nothing in paragraph 6 prevents the TPA Committee established by this Agreement from making decisions which are different to, modify, revoke or supersede the decisions deemed to have been adopted under that paragraph.

Part VI. FINAL PROVISIONS

Article 74. Definition of the Parties and Fulfilment of Obligations

1. The Parties to this Agreement are the United Kingdom of Great Britain and Northern Ireland, referred to herein as "United Kingdom" or the "UK", and the Republic of Ghana, referred to herein as "Ghana".

2. For the purposes of this Agreement, the term "Party" shall refer to Ghana or to the UK as the case may be. The term "Parties" shall refer to Ghana and the UK.

3. The Parties shall take any general or specific measures necessary for them to fulfil their obligations and shall ensure that they comply with the objectives laid down in this Agreement.

Article 75. Contact Points and Exchange of Information

1. In order to facilitate communication and ensure the effective implementation of this Agreement, the Parties shall each designate a contact point within the TPA Committee upon this Agreementâs entry into force. The designation of contact points shall be without prejudice to the specific designation of competent authorities under specific provisions of this Agreement.

2. At the request of either Party, the contact point of the other Party shall indicate the office or official responsible for any matter pertaining to the implementation of this Agreement and provide the support necessary to facilitate communication with the requesting Party.

3. At the request of either Party, and to the extent legally possible, each Party through its contact point shall provide information and reply promptly to any question from the other Party relating to an actual or proposed measure that might

affect trade between the Parties.

Article 76. Transparency

1. The Parties shall ensure that any laws, regulations, procedures and administrative rulings of general application as well as any international commitments relating to any trade matter covered by this Agreement are promptly published or made publicly available.

2. Without prejudice to specific transparency provisions in this Agreement, the information referred to under this Article shall be considered to have been provided when the information has been communicated by appropriate notification to the WTO or when the information has been distributed on the official, public and fee-free website of the Party concerned.

Article 77. Confidentiality

Nothing in this Agreement shall require either Party to provide confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or that would prejudice legitimate commercial interests of particular enterprises, public or private, except where its disclosure is necessary in connection with a dispute settlement proceeding under Part III of this Agreement. Where such disclosure is considered necessary by a panel established under Article 52 hereof, the panel shall ensure that confidentiality is fully protected.

Article 78. Relationships with other Agreements

The Parties agree that nothing in this Agreement requires them to act in a manner inconsistent with their obligations in connection with the WTO.

Article 79. Further Negotiation on Services, Investment and Trade Related Rules

1. The Parties will cooperate to facilitate all the necessary measures leading to the conclusion as soon as possible of a free trade agreement between West Africa and the UK in the following:

(a) trade in services;

(b) electronic commerce;

(c) investments;

(d) competition;

(e) intellectual property.

2. The Parties will take all necessary measures to endeavour to conclude a free trade agreement between West Africa and the UK.

3. On these issues, as well as on any other issues the Parties may agree on, the Parties support the negotiations of the free trade agreement. They welcome a two-step approach starting first with formulating and implementing regional policies and building regional capacity, and in a second step, deepening the UK-West Africa trade provisions mutually agreed on concerning these issues.

4. This Article does not prejudge the position of the regional organisations on the above issues.

Article 80. Modalities for the Continuation of Negotiations

1. The Parties will continue negotiations according to the provisions of this Agreement.

2. When negotiations are complete, the resulting draft amendments shall be submitted for approval to the relevant domestic authorities.

Article 81. Dialogue on Finance Issues

The Parties agree to foster dialogue, transparency and to share best practices in the area of tax policy and administration.

Article 82. Collaboration In the Fight Against Illegal Financial Activities

The UK and Ghana are committed to prevent and fight against illegal, fraudulent and corrupt activities, money laundering and terrorist financing and shall take the necessary legislative and administrative measures to comply with international standards, including those laid down in the United Nations Convention against Corruption, the United Nations Convention against Transnational Organized Crime and its Protocols, the United Nations Convention for the Suppression of the Financing of Terrorism and the Financial Action Task Force Recommendations. The UK and Ghana agree to exchange information and cooperate in these areas.

Article 83. Ratification and Entry Into Force

1. This Agreement shall be ratified or approved by each Party in accordance with their respective constitutional rules and procedures.

2. Each of the Parties shall notify the other in writing, through diplomatic channels, of the completion of the procedures required by its law for the entry into force, or provisional application, of this Agreement.

3. This Agreement shall enter into force on the first day of the first month, or on such other date as the Parties may otherwise agree, following the date on which Ghana and the UK have notified each other of the completion of the procedures for this purpose.

4. Pending the entry into force of this Agreement, Ghana and the UK may agree to provisionally apply the Agreement, in whole or in part. Such provisional application shall take effect from the date of the later notification by which the Parties notify each other that they have completed their respective legal requirements and procedures for provisional application.

5. A Party may terminate the provisional application of this Agreement by giving written notice to the other Party. Such termination shall take effect on the first day of the first month following notification.

6. If, pending the entry into force of this Agreement, the Parties decide to apply it provisionally, all references to the date of entry into force shall be deemed to refer to the date such provisional application takes effect.

7. Notwithstanding paragraph 4 of this Article, Ghana and the UK may take measures to apply this Agreement, in whole or in part, before provisional application, to the extent feasible.

8. This Agreement shall be superseded by a free trade agreement concluded at the regional level between West Africa and the U K from the date of entry into force of that agreement. In this case, the Parties will endeavour to ensure that the free trade agreement at a regional level preserves most of the benefits obtained by Ghana through this Agreement.

Article 84. Termination

1. Either Party may give written notice to the other of its intention to terminate the Agreement.

2. Termination shall take effect six (6) months after notification to the other Party.

Article 85. Territorial Application

1. This Agreement shall apply:

(a) on the one hand, to the territory of the United Kingdom of Great Britain and Northern Ireland and the following territories for whose international relations the UK is responsible, to the extent that and under the conditions which the EU-Ghana Free Trade Agreement applied immediately before it ceased to apply to the UK:

i. Gibraltar; and

ii. the Channel Islands and the Isle of Man;

(b) on the other hand, to Ghana.

2. References in this Agreement to "territory" shall be understood in this sense, unless explicitly stated otherwise.

Article 86. Authentic Texts

This Agreement is drawn up in English.

Article 87. Annexes

The Annexes and Protocols shall form an integral part of this Agreement.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in Duplicate at London this second day of March 2021 in the English language.

For the United Kingdom of Great Britain and Northern Ireland:

ELIZABETH TRUSS

For the Republic of Ghana:

PEPRAH AMPRATWUM