

No. 16256

**UNITED STATES OF AMERICA
and
SYRIAN ARAB REPUBLIC**

**Grant Agreement—*General Participant Training*. Signed at
Damascus on 27 February 1975**

Authentic texts: English and Arabic.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
ET
RÉPUBLIQUE ARABE SYRIENNE**

**Accord de don — *Formation de stagiaires*. Signé à Damas le
27 février 1975**

Textes authentiques : anglais et arabe.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

GRANT AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA
AND THE SYRIAN ARAB REPUBLIC (*GENERAL PARTICIPANT
TRAINING*)

Dated: February 27, 1975

GRANT AGREEMENT, dated February 27, 1975, between the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT (“A.I.D.”), and the SYRIAN ARAB REPUBLIC (“Government”).

Article I. THE GRANT

Section 1.01. *Grant.* Upon the terms and conditions stated herein A.I.D. agrees to grant to the Government the sum of one million United States dollars (\$1,000,000) (the “Grant”) to finance the foreign exchange and local costs required to promote the economic development of the Syrian Arab Republic in accordance with the Program as described in article II.

Article II. PROGRAM

Section 2.01. *Program.* The funds provided by this Agreement may be utilized by the Government to:

- (a) finance the costs of training Syrian participants in the United States at technical or other training facilities, private business organizations or governmental agencies in selected development fields including, but not limited to, engineering, agricultural production, irrigation, mineral resource development and management;
- (b) finance the technical services of an A.I.D. training specialist to assist in setting up and/or administering policies and procedures regarding the processing of participant training under this Program;
- (c) finance English language training, when required, for Syrian participants preparing to pursue training under this Program; and
- (d) finance limited commodities in international travel related to this training Program.

Article III. CONDITIONS PRECEDENT

Section 3.01. *Conditions precedent to disbursement.* Prior to any disbursement hereunder, the Government shall, except as A.I.D. and the Government may agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) an opinion or opinions of the State Council of the Syrian Arab Republic that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Government and that it constitutes a valid and legally binding obligation of Government in accordance with all of its terms;
- (b) a statement of the names of the persons holding or acting in the office of the Government specified in section 8.02 and a specimen signature of each such person specified in such statement.

¹ Came into force on 27 February 1975 by signature.

Section 3.02. *Conditions precedent to disbursement for each training activity.* Prior to disbursement of any amount for a particular training activity financed hereunder, the Government shall, except as A.I.D. and the Government may otherwise agree in writing:

- (a) furnish to A.I.D. on or before June 15, 1975, in form and substance satisfactory to A.I.D., a description of the proposed training activities including the desired subject matters to be studied, a general indication of the positions to which the trainees will be assigned following their training, the desired date for starting the training, the proposed contribution of the Government, and a designation of the implementing agency of the Government;
- (b) furnish to A.I.D. the names and academic and professional qualifications of the proposed participant trainees by a date sufficiently in advance of the activity commencement date to permit the placement of the proposed trainees in the particular training activity for which each has been designated. In any event, all information required by this sub-section (b) shall be furnished by the Government to A.I.D. no later than December 31, 1975.

Section 3.03. *Terminal dates for meeting conditions precedent to disbursement.* If all the conditions specified in section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. and the Government may agree in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the Parties hereunder shall terminate.

Section 3.04. *Notification of meeting of conditions precedent to disbursement.* A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in sections 3.01 and, in each case, 3.02 have been met.

Article IV. PROCUREMENT

Section 4.01. *Source and origin.* Except as A.I.D. and the Government shall otherwise agree in writing or as may be otherwise provided herein, training of participants under this Grant shall be at United States institutions with the exception of English language training which may be conducted also in Syria or Lebanon. Goods and services financed hereunder shall have their source and origin in the United States or Syria. International travel financed hereunder shall be on United States flag carriers.

Section 4.02. *Eligibility date.* Except as A.I.D. may otherwise agree in writing, only goods and services which are contracted for after February 28, 1975, shall be eligible for financing under this Grant.

Article V. DISBURSEMENTS

Section 5.01. *Disbursements.* Upon satisfaction of conditions precedent, the Government may from time to time request A.I.D. to issue Project Implementation Orders ("PIO's") for training activities hereunder in accordance with A.I.D. procedures. A.I.D. will, as provided in such PIO's, make funds available from this Grant to pay the costs of furnishing technical services to be performed by United States Government employees in connection with the Program and to pay such additional costs as may be specified. Any procurement of commodities to be financed in whole or in part by A.I.D. may be undertaken only pursuant to PIO's issued by A.I.D. unless A.I.D. and the Government otherwise agree in writing.

Section 5.02. *Other forms of disbursement.* Disbursement of the Grant may also be made through such other means and by such other procedures, as the Government and A.I.D. may agree in writing.

Section 5.03. *Terminal date for disbursement.* Except as A.I.D. and the Government may otherwise agree in writing, no PIO pursuant to sections 5.01 and 3.02 or other activity approval or commitment document which may be called for by another form of disbursement under section 5.02, or amendment thereto, shall be issued in response to requests received by A.I.D. after December 31, 1975, and no disbursements shall be made under this Grant after December 31, 1976. A.I.D., at its option, may at any time or times thereafter reduce the Grant by all or any part thereof for which documentation was not received by the latter date.

Article VI. GENERAL COVENANTS AND WARRANTIES

Section 6.01. *A.I.D. approvals.* A.I.D. reserves the right to approve all trainees selected and all contracts and amendments thereto financed under this Grant, prior to the execution of such contracts or amendments. A.I.D.'s approval of the foregoing shall not be unreasonably withheld.

Section 6.02. *Government contribution.* The Government shall provide promptly as needed all funds in addition to those made available under the Grant needed for the effective carrying out of the Program. The Government shall ensure that all arrangements have been made sufficiently in advance of the activity commencement date so that the trainee will arrive at the training location on time.

Section 6.03. *Continuing consultation.* The Government and A.I.D. shall cooperate fully to assure adequate communication between the Parties and that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D. shall from time to time, within five days of delivery of a written request of either Party, exchange views through their representatives with regard to the progress of the Program, the performance by either Party of its obligations under this Agreement, the performance of the consultants, and other matters relating to the Program.

Section 6.04. *Taxation.* This Agreement shall be free from any taxation or fees imposed under the laws in effect in the country of the Government. Furthermore:

- (a) United States technicians financed hereunder, and any commodities or equipment relating to their services for the Program, shall be exempt from all identifiable taxes, tariffs, duties, fees and other levies imposed under laws in effect in Syria;
- (b) all imported commodities and equipment financed hereunder shall also be exempt as provided in subparagraph (a) above;
- (c) Syrian participants shall not be exempt by reason of this Agreement from Syrian laws in force.

Section 6.05. *Maintenance and audit of records.* The Government shall maintain or cause to be maintained in accordance with sound accounting and management practices consistently applied, books, reports and other documents pertinent to this Agreement and transactions under this Agreement. Such books, reports and other documents shall be adequate to demonstrate the utilization of the Grant and the progress and effectiveness of the Program in meeting its goals.

Section 6.06. *Reports.* The Government shall furnish to A.I.D. such information and reports relating to the Grant and to the training program financed hereunder as A.I.D. may request through consultations as provided under section 6.03.

Section 6.07. *Inspection and audits.* A.I.D. or its authorized representative shall have the right at any time to observe operations carried out under this Agreement. A.I.D. shall, during the disbursement period of the Grant and within three years after completion of such disbursement period, further have the right to review and audit any reports and accounts with respect to funds provided by A.I.D., or any contract services procured

through the financing by it under the Grant, wherever such records may be located and maintained.

Article VII. TERMINATION AND REMEDIES OF A.I.D.

Section 7.01. *Termination.* Either Party may terminate its respective obligations under this Grant by giving notice in writing to the other Party not less than sixty (60) days prior to the date specified for termination, provided, that in the event A.I.D. exercises its right hereunder, such terminations shall not be effective as to payments which it is committed to make pursuant to non-cancellable commitments with respect to third-Party contracts including transportation costs for consultants or trainees to return to their own countries.

Section 7.02. *Termination of disbursement.* In the event that at any time:

- (a) Government shall fail to comply with any provision contained herein; or
- (b) an event has occurred which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of the Grant will be attained or that the Government will be able to perform its obligations hereunder; or
- (c) any disbursement would be inconsistent with the legislation governing A.I.D.; or
- (d) a default shall have occurred under any other agreement between the Government or any of its agencies and the United States or any of its agencies,

then A.I.D. may decline (i) to make any further disbursements hereunder; or (ii) decline to make disbursements other than for outstanding commitments.

Section 7.03. *Refunds.* If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, is in violation of the law governing A.I.D., or is made for an ineligible cost such as taxation, or that the services financed under this Agreement are not financed or used in accordance with the terms of the Agreement, the Government shall pay to A.I.D. in U.S. dollars within sixty (60) days after receipt of a request therefor, an amount not to exceed the amount of such disbursement. Refunds paid by the Government to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, and shall not, unless A.I.D. agrees otherwise in writing, be available for reuse under this Agreement. A.I.D.'s right to require such a refund shall continue for three (3) years following the date of such disbursement, notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement.

Section 7.04. *Waivers of default.* No delay in exercising or omission to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power, or remedy or any other right, power, or remedy hereunder.

Section 7.05. *Expenses of collection.* All reasonable costs incurred by A.I.D. (other than salaries of its staff) in connection with the collection of refunds due under this Agreement may be charged to Government and reimbursed as A.I.D. may specify.

Article VIII. MISCELLANEOUS

Section 8.01. *Communications.* Any notice, requests, documents or other communication given, made or sent by the Government to A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the Party to which it is addressed when it shall be delivered to such Party by hand or by mail, telegram, cable or radiogram at the following addresses:

To Government:

Mail or cable address:
State Planning Commission
Damascus, Syrian Arab Republic

To A.I.D.:

Mail or cable address:
United States Agency for International Development
Embassy of the United States of America
Damascus, Syrian Arab Republic

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

Section 8.02. *Representatives.* For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Deputy Minister of State for Planning Affairs and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative to Syria. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

Section 8.03. *Implementation Letters.* A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

Section 8.04. *Interpretation.* This Agreement has been executed in both the English and Arabic languages. In the event a question of interpretation of this Agreement arises due to any inconsistency between the two versions, the English version shall prevail.

IN WITNESS WHEREOF, the United States of America and the Syrian Arab Republic, each acting through its duly authorized representative, have caused this Agreement to be signed in its name and delivered as of the day and year first above written.

United States of America:
By: [Signed]
RICHARD W. MURPHY
Title: Ambassador

Syrian Arab Republic:
By: [Signed]
MOHAMMED ISSAM HILOU
Title: Deputy Minister of State for Planning Affairs