

No. 16301

**UNITED STATES OF AMERICA
and
JORDAN**

**Grant Agreement relating to economic stability. Signed at
Amman on 29 September 1976**

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE**

**Accord de don relatif à la stabilité économique. Signé à
Amman le 29 septembre 1976**

Texte authentique : anglais.

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

GRANT AGREEMENT¹

AGREEMENT dated 29th of September, 1976, between the GOVERNMENT OF JORDAN ("Grantee") and the UNITED STATES OF AMERICA acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

Section 1. THE GRANT. In accordance with the General Agreement² effective July 1, 1957, between the United States of America and the Hashemite Kingdom of Jordan and subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to grant the Grantee pursuant to the Foreign Assistance Act of 1961 as amended, up to Fifty One Million U.S. Dollars (\$51,000,000) as budgetary assistance to support and promote the economic stability of the Grantee.

Section 2. CONDITIONS PRECEDENT. Except as A.I.D. may otherwise agree in writing, prior to the disbursement or request therefor, Grantee shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (A) an opinion satisfactory to A.I.D. of Grantee's Minister of Justice or other counsel satisfactory to A.I.D. that this Agreement has been duly authorized, or ratified by, and executed on behalf of Grantee and constitutes a valid and legally binding obligation of Grantee in accordance with its terms; and
- (B) the name or names of the person or persons who will act as the representatives of Grantee pursuant to Section 7 thereof together with the evidence of his or their authority and a specimen signature of each person certified as to its authenticity.

Section 3. TERMINAL DATE FOR CONDITIONS PRECEDENT. Except as A.I.D. may otherwise agree in writing, if the conditions of Section 2 have not been satisfied within thirty (30) days of the date of this Agreement, A.I.D. at any time thereafter, but prior to the satisfaction of the applicable conditions, may, at its option, terminate this Agreement by written notice to Grantee.

Section 4. GENERAL COVENANTS. (A) *Taxation:* This Agreement and the amount to be granted hereunder shall be free from any taxation or fees imposed under any laws in effect within Jordan.

(B) *Use of Funds:* Grantee agrees that the funds provided hereunder shall be used exclusively for non-military items needed to meet development and recurring civilian requirements within the official Jordanian 1976 calendar year budget.

Section 5. DISBURSEMENTS. Upon showing to A.I.D. of satisfaction of the conditions precedent noted hereinabove, A.I.D. will deposit the sum of Fifty One Million U.S. Dollars (\$51,000,000) to the account of the Grantee in a to be named Bank in the United States or Jordan.

Section 6. REPORTS. Grantee shall furnish A.I.D. with such information and reports relating to this grant and such inspection of records or audit as A.I.D. may reasonably request.

¹ Came into force on 29 September 1976 by signature.

² See "Exchange of notes constituting an agreement between the United States of America and Jordan furnishing economic, technical and related assistance", in United Nations, *Treaty Series*, vol. 288, p. 269.

Section 7. USE OF REPRESENTATIVES: (A) All actions required or permitted to be performed or taken under this Agreement by Grantee or A.I.D. may be performed by their respective duly authorized representatives.

(B) Grantee hereby designates the President of the National Planning Council as its representative with authority to designate in writing other representatives of Grantee in its dealings with A.I.D. (Grantee's representative or representatives designated pursuant to this Section, unless A.I.D. is given written notice otherwise, shall have authority to agree on behalf of Grantee to any modification of this Agreement which does not substantially increase Grantee's obligations hereunder). Until receipt by A.I.D. of written notice of revocation by Grantee of the authority of any of its representatives, A.I.D. may accept the signature of such representatives on any instrument as conclusive evidence that any action effected by such instrument is authorized by Grantee.

Section 8. COMMUNICATIONS. Any notice, request or other communication or any document given, made or sent by A.I.D. pursuant to this Agreement shall be in writing 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 by hand or by mail, or telegram, cable or radiogram to such party at the following address:

To Grantee:

Mail Address: National Planning Council
P.O. Box 555
Amman, Jordan

Cable Address: NPC, Amman, Jordan

To A.I.D.:

Mail Address: USAID Mission
c/o American Embassy
Amman, Jordan

Cable Address: A.I.D.
Washington, D.C. USA

Other addresses may be substituted for the above upon giving of notice as provided herein.

All communications submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

Government of the Hashemite Kingdom of Jordan:

By: [Signed]

Dr. HANNA ODEH

Title: President

National Planning Council

United States of America:

By: [Signed]

ROSCOE S. SUDDARTH

Title: Chargé d'Affaires ad interim