

No. 17274

**UNITED STATES OF AMERICA
and
JORDAN**

**Grant Agreement relating to economic stability. Signed at
Amman on 8 February 1977**

Authentic text: English.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE**

**Accord de don relatif à la stabilité économique. Signé à
Amman le 8 février 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

GRANT AGREEMENT¹

AGREEMENT dated 8th of February 1977 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 Agreement effective July 1, 1957, between the United States of America and the Hashemite Kingdom of Jordan² 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 forty-five million U.S. dollars (\$45,000,000) 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 nonmilitary items needed to meet development and recurring civilian requirements within the official Jordanian 1977 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 to the account of the Grantee in a to be named bank in the United States or Jordan up to forty-five million U.S. dollars (\$45,000,000) in three installments, the first within 30 days of the signing of this Agreement, and thereafter, on or about April and August of 1977 in the third and fourth quarters of U.S. fiscal year 1977 in equal amounts of fifteen million U.S. dollars (\$15,000,000) each.

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 8 February 1977 by signature.

² 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]
THOMAS R. PICKERING
Title: Ambassador
