

No. 18611

**UNITED STATES OF AMERICA
and
JORDAN**

**Grant Agreement to promote economic stability. Signed at
Amman on 22 December 1977**

Authentic text: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE**

**Accord de don afin de promouvoir et d'assurer la stabilité
économique. Signé à Amman le 22 décembre 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

GRANT AGREEMENT¹ DATED DECEMBER 22, 1977, BETWEEN THE HASHEMITE KINGDOM 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 Jordan,² 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 Million U.S. Dollars (\$40,000,000) 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 hereof 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 1978 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 Million U.S. Dollars (\$40,000,000) in three installments, the first within 30 days of the signing of this Agreement and, thereafter, on or about April and July of 1978 in the Third and Fourth quarters of U.S. Fiscal Year 1978, in amounts of Fourteen Million U.S. Dollars (\$14,000,000), for the first installment and Thirteen Million U.S. Dollars (\$13,000,000) for the two subsequent installments.

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 22 December 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 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.

The United States of America:

[Signed]

By: THOMAS R. PICKERING
Title: Ambassador

The Hashemite Kingdom of Jordan:

[Signed]¹

By:

Title: President
National Planning Council

¹ Signed by T. Jaber — Signé par T. Jaber.