## No. 20880

## UNITED STATES OF AMERICA and ISRAEL

Agreement relating to an economic assistance stability grant. Signed at Washington on 3 December 1980

Authentic text: English.

Registered by the United States of America on 1 March 1982.

# ÉTATS-UNIS D'AMÉRIQUE et ISRAËL

Accord relatif à un don pour une assistance à la stabilité économique. Signé à Washington le 3 décembre 1980

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1er mars 1982.

### AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF ISRAEL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 3, 1980

AGREEMENT, dated the 3rd day of December 1980 between the GOVERNMENT OF ISRAEL ("Israel") and the GOVERNMENT OF THE UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D."), together referred to as the "Parties".

WHEREAS, A.I.D. intends to provide a total of seven hundred eighty-five million United States dollars (\$785,000,000) as cash assistance to Israel during Fiscal Year 1981, subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed, and

WHEREAS, Congress has not made the entire amount of such funds available at this time.

Now therefore, the Parties hereto agree as follows:

#### Article I. THE GRANT

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant to Israel under the terms of this Agreement not to exceed three hundred ninety-five million United States dollars (\$395,000,000) (the "Grant").

#### Article II. CONDITIONS PRECEDENT TO DISBURSEMENT

Section 2.1. CONDITIONS PRECEDENT. Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

- Section 2.2. NOTIFICATION. When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.
- Section 2.3. TERMINAL DATES FOR CONDITIONS PRECEDENT. If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

#### Article III. DISBURSEMENT

- Section 3.1. DISBURSEMENT OF THE GRANT. After satisfaction of the conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of two hundred million United States dollars (\$200,000,000). Thereafter, on December 29, 1980, A.I.D. will deposit in such bank the sum of one hundred ninety-five million United States dollars (\$195,000,000).
- Section 3.2. DATE OF DISBURSEMENT. Disbursement by A.I.D. will be deemed to occur on the dates A.I.D. makes deposits to the bank designated by Israel in accordance with Section 3.1.

<sup>&</sup>lt;sup>1</sup> Came into force on 3 December 1980 by signature.

#### Article IV. SPECIAL COVENANTS

Section 4.1. NO USE FOR MILITARY PURPOSES. It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

Section 4.2. Use ONLY WITHIN PRE-1967 BOUNDARIES. Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

#### Article V. MISCELLANEOUS

Section 5.1. COMMUNICATIONS. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

### To Israel:

Economic Minister Embassy of Israel 1621 22nd Street, N.W. Washington, D.C. 20008

#### To A.I.D.:

Director, Office of Project Development Bureau for Near East Agency for International Development Washington, D.C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

Section 5.2. Representatives. For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the Office of Economic Minister, Embassy of Israel, and A.I.D. will be represented by the individual holding or acting in the office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 5.3. AMENDMENT. This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the Parties.

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

Government of Israel:

United States of America:

By: [Signed — Signé]<sup>1</sup>

By: [Signed — Signé]<sup>2</sup>

Title:

Title: Acting Assistant Administrator, Bureau for Near East

<sup>&</sup>lt;sup>1</sup> Signed by Dan Halpren — Signé par Dan Halpren.

<sup>&</sup>lt;sup>2</sup> Signed by A. D. White — Signé par A. D. White.