

PD-11A2-047

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504-201

ESCROW ACCOUNT AGREEMENT

between the

COOPERATIVE REPUBLIC OF GUYANA

and the

UNITED STATES OF AMERICA

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and the

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INTRODUCTION TO ESCROW ACCOUNT AGREEMENT

The Cooperative Republic of Guyana and the United States of America, (hereinafter together referred to as the Parties) have entered into PL-480 Title I Sales Agreements, and WHEREAS the Cooperative Republic of Guyana has agreed to contribute fully within the limits of its resources and general economic conditions to its development program and WHEREAS the United States of America, acting through the Agency for International Development ("A.I.D."), in the course of monitoring the PL-480 program in Guyana will incur substantial costs;

Now, therefore, the Parties agree as follows:

ARTICLE I

Escrow Account

The Cooperative Republic of Guyana agrees to provide amounts of Guyanese dollars sufficient to meet the costs described in Article II below. The amount of Guyanese dollars required to meet such needs for the period FEBRUARY 1, 1989 through JANUARY 31, 1990 is estimated to be Guyanese dollars \$600,000. Therefore, the Cooperative Republic of Guyana agrees to deposit Guyanese dollars \$600,000 into a special Escrow Account, in the name of the U.S. Disbursing Officer for the U.S. Embassy in Georgetown, Guyana.

ARTICLE II

Use of Funds

Disbursements from the Escrow Account will be used exclusively to meet the costs incurred by A.I.D. in monitoring the PL-480 program in Guyana, especially the oversight of the programming and use of local currency generated within such

program. Such costs will include the cost of establishing, staffing, and operating an A.I.D. monitoring and reporting office in Guyana. It is understood that local currency usage will continue following the delivery of commodities under any particular Sales Agreement and, therefore, it is anticipated that this Escrow Account will be amended not less than annually to provide necessary funding.

### ARTICLE III

#### Disbursement of Funds

The U.S. Disbursing Officer may disburse funds deposited into the Account for the purposes specified in Article II as directed by the A.I.D. Regional Development Office/Caribbean in Bridgetown, Barbados. Interest earnings on funds held in Escrow pursuant to this Agreement shall be added to the Escrow Account. Any balance remaining in the Escrow Account upon termination of the U.S. PL-480 program in Guyana shall be disbursed in accordance with Article VI of this agreement.

### ARTICLE IV

#### Records, Reports and Inspection

The U.S. Government shall maintain records and provide the Government of Guyana with an annual accounting of the uses made of the funds deposited into the Escrow Account. The report shall include the amount and date of deposits, amounts disbursed and remaining balance. Such records will be maintained for a period of three years following the last disbursement from the Account and may be inspected by representatives of the Government of Guyana at any reasonable time.

### ARTICLE V

#### Title of Property

All non-expendable property procured from funds supplied under this Agreement shall be titled in the name of the U.S. Government. Non-expendable property so purchased shall be transferred to the Government of Guyana when no longer required for the support of the United States PL-480 program in Guyana. Proceeds of sales of such non-expendable property during the life of this Agreement shall be deposited into the account.

ARTICLE VI

Availability of Funds

Funds made available under the Agreement will remain available until expended. In the event of termination of the Agreement by mutual agreement of the Parties or the termination of the United States PL-480 program in Guyana, funds which have not been committed pursuant to non-cancellable commitments entered into with third parties prior to termination will be disbursed from the Account for purposes to be mutually agreed to by A.I.D. and the Government of Guyana.

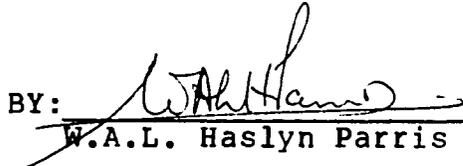
ARTICLE VII

Amendments to this Agreement

The terms and conditions of this Agreement, including the provision of amounts of incremental funding, may be changed by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the Parties, each acting through its respective duly authorized representative(s), have caused this Escrow Account Agreement to be signed in their names and delivered as of the day and date written below.

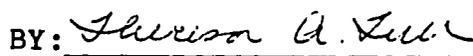
COOPERATIVE REPUBLIC  
OF GUYANA

BY:   
W.A.L. Haslyn Parris

TITLE: Deputy Prime Minister  
for Planning and Development  
Minister of Finance (ag.)

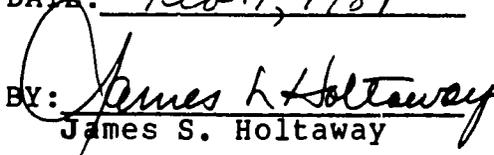
DATE: 1 Feb, 1989.

UNITED STATES OF AMERICA

BY:   
Theresa A. Tull

TITLE: Ambassador of the  
United States of America

DATE: Feb. 1, 1989

BY:   
James S. Holtaway

TITLE: Director, RDO/C, USAID

DATE: February 1, 1989