

Transfer Agreement No. 664-899-935-4690
Program Approval Dated: May 24, 1974

Appropriation No. 72-12X4336
Allotment Symbol 782-04-099-00-33-41

TRANSFER AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND
COOPERATIVE FOR AMERICAN RELIEF EVERYWHERE

This TRANSFER AGREEMENT is between the Government of the United States of America, Department of State, Agency for International Development, acting through the Coordinator, Food for Peace (hereinafter called "A.I.D."), and the Cooperative for American Relief Everywhere (CARE), a voluntary non-profit organization incorporated under the laws of the District of Columbia, with principal offices at 660 First Avenue, New York 10016 (hereinafter called the "RECIPIENT"):

WITNESSETH THAT:

WHEREAS, Section 204 of Public Law 480, as amended, authorizes the use of Title II, P.L. 480 funds to purchase foreign currencies accruing under Title I of P.L. 480 in order to meet costs designed to assure that commodities made available under Title II of P.L. 480 are used to carry out more effectively the purposes for which such commodities are made available or to promote community and other self-help activities designed to alleviate the causes of the need for such assistance; and

WHEREAS, it has been determined that such assistance should be made available to the RECIPIENT in order to meet the costs of an agreed activity designed to help alleviate the causes of the need for food assistance in Tunisia through the reconstruction and renovation of 30 public wells.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I - RESPONSIBILITIES

A. A.I.D. will:

Grant to the RECIPIENT, pursuant to the conditions outlined herein, up to the Tunisian dinar equivalent of One Hundred Twenty-Two Thousand Three Hundred Sixty Five U.S. Dollars (\$122,365) to assist said RECIPIENT in the reconstruction and renovation of public wells in Tunisia. These funds may be utilized during the period beginning on the effective date of this grant and ending two years from said effective date and

shall be used to purchase non-expendable equipment, materials for repair and construction, pumps for deep wells and salaries for supervisors as detailed below (hereinafter called the "AGREED ACTIVITY").

<u>Cost Breakdown</u>	\$U.S.
Basic Carpentry and Construction Tools	756
Construction Materials	31,770
Pump Systems <u>1/</u>	58,000
Project Supervision	2,600
Portable Cement Mixers	<u>1,000</u>
Sub-Total	\$ 94,126
± 30% price fluctuations	<u>28,239</u>
Total U.S.,	\$122,365

1/ To be purchased from a U.S. manufacturer by CARE, imported into Tunisia duty free; CARE will utilize its own currency for the purchase, then submit an invoice of cost for reimbursement from Section 204 funds at current rate of exchange.

All reference to dollars in this Transfer Agreement are in Tunisian currency equivalents.

B. THE RECIPIENT WILL:

Carry out the AGREED ACTIVITY in accordance with and subject to the conditions of the Transfer Agreement, with the materials and equipment listed above to be procured on the basis of competitive bids subject to the approval of the Director, USAID/Tunis, or his delegate, except for the purchase of pump systems from the U.S. as specified above, in which case, the procedure as specified per footnote 1/ above shall be followed. It is understood that the title to all property financed from funds made available under the Agreement will be vested in the Government of Tunisia.

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SECTION II - GENERAL PROVISIONS

A. The "General Provisions" appended to this Transfer Agreement are incorporated by reference as a part of this Transfer Agreement.

B. The terms listed below, as used in the General Provisions, shall, for the purposes of this Transfer Agreement, mean as follows:

"Cooperating Country" shall mean "Tunisia".

"Director, U.S.A.I.D." shall mean the "Director, or his delegate, U.S.A.I.D. Mission to Tunisia, c/o American Embassy, Tunis, Tunisia".

C. For the purposes of this Transfer Agreement, Section 1(b) and 2(h) of the General Provisions are not applicable since there is no "Engineering" involved.

THE UNITED STATES OF AMERICA

BY: *Andrew J. Mair*
Andrew J. Mair

TITLE: Coordinator, Food for Peace
Agency for International Development

DATE: 6/17/74

FOR: COOPERATIVE FOR AMERICAN
RELIEF EVERYWHERE (CARE)

BY: *Ralph Devone*
Ralph Devone
TITLE: Program Director

DATE: June 19, 1974

I, Margaret Ford, certify that I am the Assistant Secretary of the Cooperative for American Relief Everywhere, Inc. (CARE, Inc.) a non-profit, private corporation organized under the laws of Washington, D.C. named as Grantee herein; that Ralph Devone who signed this Agreement on behalf of the Grantee was then the Director of Programs of said CARE, Inc. Program, by authority of its governing body, and is within the scope of its authority and powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the said CARE, Inc. Program, this _____ day of _____ 1974

at *Washington, D.C.*
Margaret Ford
(SEAL) _____