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*H. J. ... - ...*

AMENDMENT NUMBER 4 TO  
THE GRANT AGREEMENT  
BETWEEN THE UNITED STATES  
OF AMERICA AND THE INTERNATIONAL  
COMMITTEE OF THE RED CROSS

Grant No. AID/sa-G-1040  
Appropriation No. 72-1141030  
Allotment No. 430-68-498-00-67-41

WHEREAS the Agency for International Development (AID) and the International Committee of the Red Cross ("ICRC" or Grantee) entered into a grant agreement effective November 1, 1973 under which A.I.D. agreed to grant to ICRC up to \$2,000,000 to be used in financial assistance to refugees displaced persons and war victims in the Republic of Vietnam, Laos, and the Kimer Republic; and

NOW, THEREFORE, the parties agree as follows:

1. All expenditures by or on behalf of ICRC of the funds granted must be made no later than October 31, 1974 except as A.I.D. may otherwise agree in writing.
2. All funds disbursed, but not expended by October 31, 1974, will be refunded to A.I.D. unless A.I.D. approves the utilization of such funds subsequent to that date.

The terms and conditions of the original grant agreement, except as modified above remain in effect.

Name of Grantee:	United States of America
International Committee of the Red Cross	Agency for International Development

BY \_\_\_\_\_  
(Signature of authorized individual)

*E. Reganass*  
\_\_\_\_\_  
Typed or Printed Name

E. REGENASS  
\_\_\_\_\_  
Title

Director of Finance  
\_\_\_\_\_

Date  
22 August 1974

BY *A. Bjorlykke*  
\_\_\_\_\_  
(Signature of Grant Officer)

A. Bjorlykke  
\_\_\_\_\_  
Typed or Printed Name

Contracting Officer  
\_\_\_\_\_  
Title

SEP 6 1974  
\_\_\_\_\_

Date

DEPARTMENT OF STATE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

02 AUG 1974

*N. Cordova,*  
*SA/TW*  
*S. Heishman*

July 30, 1974

Colonel G. D. Gill  
Chief, Indochina Operational Group  
International Committee of the Red Cross  
P.O. Box 232  
Geneva, Switzerland

SUBJECT: Letter Amendment No. 3  
Grant No. AID/sa-G-1040

Dear Sir:

This is to formally confirm that there will be no further funding provided under Grant No. AID/sa-G-1040.

As you know, the \$350,000 in riels which we intended to provide under our grant would have completed its funding. However, I understand that the A.I.D. Mission in Cambodia has proposed and your organization has agreed to a new separate agreement under which the \$350,000 in riels will be furnished. No further action under our grant is therefore necessary.

Sincerely yours,



S. D. Heishman  
Grant Officer  
Regional Operations Division - SA  
Office of Contract Management

*2*

Revised  
20 AUG 1974  
S. Mrs. Linn

AMENDMENT NUMBER 2 TO  
THE GRANT AGREEMENT  
BETWEEN THE UNITED STATES  
OF AMERICA AND THE INTER-  
NATIONAL COMMITTEE OF THE  
RED CROSS

Grant No. AID/sa-G-1040  
PIO/T No. 498-245-3-6848254  
Appropriation No. 72-1141030  
Allotment No. 430-68-498-00-67-41

WHEREAS the Agency for International Development (A. I. D. ) and the International Committee of the Red Cross ("ICRC" or Grantee) entered into a grant agreement effective November 1, 1973 under which A. I. D. agreed to grant to ICRC up to \$2, 000, 000 to be used in financial assistance to refugees, displaced persons and war victims in the Republic of Vietnam, Laos, and the Khmer Republic; and

WHEREAS \$1, 250, 000 has already been disbursed to ICRC and the balance of \$750, 000 was to have been provided subject to the availability of funds and the effective utilization of the first tranche; and

WHEREAS A. I. D. desires to provide the balance of \$750, 000 to ICRC; and

WHEREAS the balance of \$750, 000 will consist of U. S. dollars 400, 000 and the equivalent of U. S. dollars 350, 000 in riels; and

WHEREAS the riels are to be used to pay for local currency expenditures in the Khmer Republic.

NOW, THEREFORE, the parties agree as follows :

1. A. I. D. hereby agrees to grant to ICRC a ~~final tranche of \$750, 000~~ <sup>third tranche of \$400, 000</sup> making the total funds provided under this grant ~~\$2, 000, 000.~~ <sup>\$1, 650, 000</sup> *SH*
2. The U. S. dollars 400, 000 will be disbursed by A. I. D. upon Grantee's request (accompanied by A. I. D. Voucher Form 1034, original and three copies) in the amount of \$200, 000 on June 30, 1974 and in the amount of \$200, 000 on August 15, 1974.

~~3. The risks (equivalent of U. S. dollars 350,000) will be disbursed in a manner agreed to by ICRC and USAID/Cambodia.~~

4. All expenditures by or on behalf of ICRC of the ~~\$750,000~~ <sup>\$400,000 SH</sup> granted under this amendment must be made no later than September 30, 1974 except as A. I. D. may otherwise agree in writing .

5. All funds disbursed, but not expended by September 30, 1974, will be refunded to A. I. D. unless A. I. D. approves the utilization of such funds subsequent to that date.

The terms and conditions of the original grant agreement, except as modified above remain in effect. .

Name of Grantee:

International Committee of the Red Cross

By (signature of authorized individual)

*E. Regenass*

Typed or printed name

E. REGENASS

Title

Director of Finance

Date

17 May 1974

United States of America  
Agency for International Development

By (signature or Grant Officer)

*S. D. Heishman*

S. D. HEISHMAN

Typed or printed name

Grant Officer

Title

JUN 28 1974

Date

24 JUN 1974



UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS  
GENEVA, SWITZERLAND

Refugee, Migration and  
Red Cross Affairs,  
80, rue de Lausanne

May 1, 1974

GRANTEE:  
International Committee of the  
Red Cross  
7, Avenue de la Paix  
Geneva, Switzerland

Amendment Number 1 to Grant Agreement 498-13-822-245 dated  
November 1, 1973.

The above Grant Agreement is hereby amended to read as follows :

WHEREAS The Agency for International Development (A. I. D.) and the International Committee of the Red Cross ("ICRC" or Grantee) entered into a Grant Agreement effective November 1, 1973 under which AID agreed to grant to ICRC up to \$2,000,000 to be used in financial assistance to refugees, displaced persons and war victims in the Republic of Vietnam, Laos, and the Khmer Republic; and

WHEREAS \$500,000 has already been disbursed to ICRC and the balance of \$1,500,000 was to have been provided subject to the availability of funds and the effective utilization of the first tranche; and

WHEREAS AID desires to provide \$750,000 of this balance to ICRC and to make other revisions to the original Grant;

NOW, THEREFORE, the parties agree as follows:

1. AID hereby agrees to grant to ICRC a second tranche of \$750,000, making the total funds provided under this Grant \$1,250,000;
2. The second tranche of \$750,000 will be disbursed by AID upon Grantee's request (accompanied by AID Voucher Form 1034, original and three copies);



The United States of America

By: Francis T. Sale

Title: \_\_\_\_\_

Ambassador, United States Mission, Geneva, Switzerland

193-13-822-2  
A TRUE COPY OF  
THE ORIGINAL

GRANT AGREEMENT

*S. H. of am*  
*AID/aa-g-1040*

BETWEEN THE UNITED STATES OF AMERICA  
AND THE INTERNATIONAL COMMITTEE OF THE RED CROSS

This Grant Agreement, made and effective November 1, 1973 is between the United States of America, acting through the Agency for International Development (A. I. D. ) and the International Committee of the Red Cross ("ICRC" or "GRANTEE") with its headquarters in Geneva, Switzerland.

Whereas, the ICRC is providing emergency relief and assistance (hereinafter referred to as the "Program") through the Indochina Operational Group (hereinafter referred to as "IOG") and has participated in establishing the international assistance of the Red Cross for Indochina fund (hereinafter referred to as "the fund"); the Government of the United States of America wishes to respond further in helping to assuage the needs of refugees, displaced persons and war victims in the Republic of Vietnam, Laos and the Khmer Republic, for food, clothing, shelter, medical care and other assistance; and the Government of the United States of America wishes to provide assistance to such persons in the Republic of Vietnam, Laos and the Khmer Republic; and

Whereas, the ICRC has expressed its willingness to receive and utilize through the fund and the Indochina Operational Group of the Red Cross augmented assistance for its program in the Republic of Vietnam, Laos and the Khmer Republic;

CERTIFIED A TRUE COPY THIS  
*8th* DAY OF *July* 74  
BY *Denise Collet*

Now, therefore, the parties hereto agree as follows :

Section 1. The Grant.

A. I. D. hereby agrees to grant to the Grantee, pursuant to the Foreign Assistance Act of 1961, as amended, up to two million United States dollars (\$2,000,000) to be used to assist in financing such emergency relief and assistance, provided that a first tranche in the sum of five hundred thousand United States dollars (\$500,000) may be disbursed forthwith as provided below, and that the further sum of not to exceed one million five hundred United States dollars (\$1,500,000) may, subject to availability to A. I. D. of necessary funds and to the effective utilization of the first tranche, be disbursed subsequently as may be agreed between the parties hereto.

Section 2. Disbursements.

(A) After execution of this Agreement, A. I. D. , upon request (accompanied by A. I. D. voucher form SF-1034, original and three copies), will disburse to Grantee the sum of five hundred thousand United States dollars (\$500,000). Any interest earned on funds disbursed to the Grantee pursuant to this Agreement shall become the property of the United States Government and be returned to it by Grantee.

(B) Except as A. I. D. may otherwise agree in writing, all expenditures by or on behalf of ICRC of funds granted hereunder must be made no later than March 31, 1974, with respect to the first tranche, and by such later dates as A. I. D. may specify with respect to the balance. Any

funds granted hereunder not so expended by such date or dates, or remaining upon termination of this Agreement pursuant to Section 5, shall be returned to A. I. D.

(C) To the extent feasible, Grantee, for its operations in Khmer Republic requiring local currency (riels), shall obtain such local currency by purchasing same with dollars granted hereunder from the United States disbursing office, American Embassy, Phnom Penh.

#### Section 3. Use of Funds.

(A) All funds made available by this Agreement shall be used for assistance to refugees, displaced persons and war victims in the Republic of Vietnam, Laos and the Khmer Republic. In carrying out this Agreement, ICRC will use as its implementing agent, within the terms of this Agreement, the Indochina Operational Group of the Red Cross. With the prior approval of A. I. D. the IOG may use the funds made available by this Agreement through other suitable channels or organizations should it feel that the funds received under this Agreement can be effectively utilized thereby.

(B) None of the funds made available by this Agreement shall be used to replace assistance currently being made available by ICRC or IOG.

#### Section 4. Reports.

(A) Grantee's representative in Geneva, Switzerland, shall make quarterly reports to A. I. D. describing how the program was conducted, the results which were achieved, and problems and further requirements, if

any. The first such report shall be submitted on December 31, 1973.

(B) Grantee shall provide A. I. D. or its representative with such other information and such opportunity for inspection of records or audit of Grantee, relating to disbursements by Grantee for the program, as A. I. D. may reasonably request, and will for this purpose maintain for three years after the date specified in Section 2(B) hereof all books and records in connection herewith.

#### Section 5. Termination.

A. I. D. may, upon determination that it is in the best interests of the United States, terminate this Grant upon forty five (45) days written notice to the Grantee. The Grantee may terminate its activities under this Grant upon forty five (45) days written notice to A. I. D. When the Grantee receives or gives such notice of termination, it shall take immediate action to minimize expenditures and obligations financed under this Grant and cancel such obligations whenever possible; provided that upon written request of A. I. D. within thirty (30) days after the effective date of such termination, the Grantee shall assign to A. I. D. all its assignable rights, title and interest in and to any property acquired by it hereunder.

#### Section 6. 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) The Grantee hereby designates Chief, Indochina Operational Group of the Red Cross, in Geneva, as its representative with authority to designate in writing other representatives of Grantee in its dealings with A. I. D. Grantee's representative designated pursuant to the preceding sentence, unless A. I. D. is given notice otherwise, shall have authority to agree on behalf of Grantee to any modification of this Agreement. 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 an instrument as conclusive evidence that any action effected by such instrument is authorized by Grantee.

Section 7. Communications.

Any notice, request, or other communication or any document given, made, or sent by Grantee or 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 addresses:

To Grantee: Mail Address:

Chief, Indochina Operational Group of the  
Red Cross  
c/o The International Committee of the Red  
Cross  
7, Avenue de la Paix  
CH-1211, Geneva, Switzerland

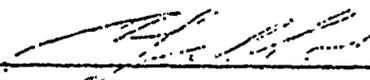
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To A. I. D. : Mail Address:

Department of State  
Agency for International Development  
Bureau for Supporting Assistance  
Washington, D, C. 20523

Other addresses may be substituted for the above upon giving  
of notice as provided herein.

The International Committee of the Red Cross

By: 

Title: President of the Executive Council

By: \_\_\_\_\_

Title: Assistant Director

The United States of America

By: 

Title: Charge d'Affaires a. i.  
United States Mission  
Geneva, Switzerland