

Overall Agreement between the JRSO and the
Communities/Zentralrat (1959)

Translation

AGREEMENT
BETWEEN

THE JEWISH RESTITUTION SUCCESSOR ORGANIZATION (JRSO)

of the one part

and

THE LANDSEVERBÄNDE BAVARIA, HESSE, WÜRTTEMBERG-
HOHENZOLLERN, THE SUPREME COUNCIL OF BADEN and THE ZENTRALRAT
DER JUDEN IN DEUTSCHLAND (ZENTRALRAT)

of the other part.

I. GENERAL PROVISIONS

1. It is the object of this Agreement to provide funds for the communal relief, welfare and cultural needs of the Jewish Communities of the former U.S. Zone in Germany, their associations and institutions.
The parties agree that these funds shall be turned over to and administered by a Trust Verein (Verein or Foundation). The Trust Verein shall utilize its assets for the general benefit of the Jewish Communities, their associations and institutions, in the former U.S. Zone of Germany (excluding Bremen).
2. The Trust Verein shall make such grants to the said Communities, as appear necessary after impartial and expert examination. The Statutes of the Trust Verein shall make provisions giving priority to the needs of Communities who have not received or shall not receive important shares in the settlement of a claim or claims by JRSO for damages or destruction to former Gemeinde or Community property. An important share shall mean an interest of 25% or more in the claim to which the Community is entitled by reason of a pre-existing agreement with the JRSO.
3. All agreements made by the JRSO which were concluded before the date of entry into force of this Agreement and which provide for the distribution of any former Gemeinde or Community property or claims in lieu thereof, shall remain in full force and effect, and shall not be impaired in any way by this Agreement, except to the extent that subsequent legislation has given the overhang as more fully described in II (d) below to the Community or Landesverbände party to the Agreement, or to the extent that II (b) of this Agreement has not decided otherwise.

II. PAYMENTS BY THE JRSO TO THE TRUST VEREIN

The JRSO will make the following payments:

- a) Following the entry into force of this Agreement and as soon as the Trust Verein has been duly entered in the Vereinregistry or the Foundation approved by the respective

Land and as soon as the waivers described under Para IX (1) below have been secured, one million Dmarks to the Trust Verein.

This payment shall not take place if and when the Trust Verein has received four million Dmarks from indemnification claims.

- b) Fifty percent of the amounts (expenditures connected herewith not deductible) as they become available of each and every settlement with any Land or Länder concluded by JRSO for indemnification claims pertaining to or received for damages to synagogues and former communal property.

From payment to the Trust Verein shall be deducted the amounts which JRSO makes to the Communities by virtue of existing agreements. Deductible are also such amounts which are being or shall be paid by JRSO to Landesverbände or Communities by virtue of the so-called Überleitung-Agreements.

- c) If JRSO concludes agreements, with any Land or Länder for advance payments on account of settlements of indemnification claims concerning Community property, 50% of such advance payments shall, in conformity with existing special agreements, be turned over to Communities, Landesverbände and/or Trustees for the benefit of the Trust Verein. These payments deriving from receipt of advances are to be considered as remittances to the Trust Verein, if they are being made in fulfillment of the obligation stipulated under II (b) of this Agreement. JRSO will be relieved from its obligation for payment of one million Dmarks, as stipulated under II (a) provided that such advance payments reach the amount of at least four million Dmarks.
- d) Any recoveries which the Communities may obtain from any Land or Länder by virtue of para 142 BEG, especially in connection with para 148 (3) BEG (overhang) are not affected by this Agreement.

III. PAYMENT OF FUNDS RECEIVED FROM REICHS CLAIMS SETTLEMENT

JRSO shall pay 500,000 Dmarks out of its portion of the settlement with the Federal Republic of Germany of their monetary restitution claims against the Reich. Seventy five thousand Dmark of this sum shall be payable directly to the Zentralrat for that portion of the budget of the Zentralrat to provide legal aid and other legal assistance to the needy surviving Jewish victims of persecution in Germany, including Jewish Communities. The remaining 425,000 Dmarks shall be paid to the Trust Verein as soon as the Verein has been duly entered in the Vereinregistry or the Foundation approved by the respective Land.

This payment is in full and final satisfaction of any and all other claims of whatever nature of the Zentralrat, the Communities and the Landesverbände of the former U.S. Zone against the JRSO.

- IV. The shares due to the JRSO shall in no event be reduced or diminished by reason of any advance payments which have been made by any Land or Länder to the Landesverbände or Communities. Hence, in keeping with this paragraph, if any Land attempts to assert a claim of offset by reason of any payment made to any Community or Landesverband, then the Landesverbände shall be entitled to a reasonable

opportunity to intervene with the Land to have such offset waived or charged against the overhang. If the Land shall refuse to waive the offset it shall be chargeable only against the share due to the Community, the Landesverband, or the Trust Verein.

V The Landesverbände and the Zentralrat shall be informed and consulted by JRSO with respect to the negotiations concerning the indemnification claims. Moreover, no discussions should be undertaken by any Community or Landesverband in respect of the overhang without consulting and keeping JRSO informed throughout.

VI FOUNDATION OF THE TRUST VEREIN

a) The Trust Verein shall be established as a body corporate (eingetragener Verein or Foundation) according to the provisions of German law and following the principles and practices of the Trust Verein created in the former British Zone. The Board of the Trust Verein authorized to receive and dispose of the funds provided in the Agreement shall be composed of eight members. JRSO shall be entitled to appoint three members to that Board.

The appointment of alternates is permissible. The Zentralrat has the right to delegate an advisor to the Board of the Trust Verein without voting rights. Five members, which include the Chairman and Vice-Chairman, shall be appointed by the Landesverbände. All members shall be persons of high repute. Paid officials or employees of the Jewish Communities or the Landesverbände shall not be eligible to serve as members of the Board of the Trust Verein. The Trust Verein shall be established before any funds are payable under this Agreement.

b) The Landesverbände acting together as a single body shall designate two persons to represent them in the drafting of the Statute of the Trust Verein and in preparation of its establishment, and the JRSO shall appoint two persons for the same purpose.

c) The Landesverbaende have the right to nominate a manager (Geschäftsführer), but only on the understanding that the final appointment of the manager shall rest with the Board of Trust Verein (see (d)).

d) Whenever vacancy occurs in the position of the manager, the Landesverbände shall have the right within one month from the occurrence of the vacancy to nominate a candidate for the position of manager. If the Board of the Trust Verein does not accept the recommendation made by the Landesverbände, then the Landesverbände shall be entitled within one month after such rejection to nominate a second candidate for manager. If the Trust Verein again rejects the recommendation of the Landesverbände, the Trust Verein shall then be free itself to elect a manager. In any event the approval of the manager must be by at least five affirmative votes of the Board of the Trust Verein.

VII CEMETERIES and SYNAGOGUES

The Jewish Communities in the former U.S. Zone shall be responsible for the maintenance of these Cemeteries which are still used for burial (open cemeteries). The ownership of the closed cemeteries and synagogues still registered in the name of the

JRSO shall be transferred into the ownership of the Landesverbände or Communities in conformity with the special arrangements concluded with the Landesverbände to this effect.

VIII ARBITURATION

All disputes arising from this Agreement shall be submitted to arbitration according to the terms of this Agreement. The Arbitration Board shall consist of three persons, each party appointing one member, the umpire to be nominated by the two arbitrators. In case of disagreement on the umpire, the latter shall be nominated by the Schweizerische Israelitische Gemeindebund.

The terms and conditions of the arbitration agreement shall be stipulated in a special arrangement.

IX RELEASE and WAIVER

- 1) This Agreement represents a full and total settlement with respect to the assets, rights and claims of the JRSO and accordingly the Landesverbände and the Zentralrat each agrees for itself and its members that there are no further claims of any nature or kind whatsoever on the part of either of them or any Community or communal organization of the former U.S. Zone in respect of any property or interests of the JRSO anywhere. This Agreement shall not become operative until a similar waiver at the option of the JRSO is secured by the Landesverbände from the Zentralwohlfahrtstelle and the Zentralrat in favor of the JRSO with respect to the former U.S. Zone and the U.S. Sector of Berlin.
- 2) Nothing in this Agreement is intended to bar any Community of the former U.S. Zone or the Zentralwohlfahrtstelle from applying to the JRSO for a grant towards its relief and welfare needs on the same grounds that any other organization or body may apply.

X ENTRY INTO FORCE

This Agreement will come into force on ratification by each Landesverbände of the former U.S. Zone, by the Zentralrat and by the Jewish Restitution Successor Organization.

(source: CAHJP, JRSO-NY, 340b)