Agreement

between

The Government of the State of Israel

and

The Government of the Federal Republic of Germany

concerning

Financial Support for

Yad Vashem, the Holocaust Martyrs' and Heroes' Remembrance Authority

for Holocaust Research, Documentation,

Education and Commemoration

The Government of the State of Israel

and

The Government of the Federal Republic of Germany

(hereinafter "the Parties"),

Desiring to further strengthen and expand the special relations existing between their two countries,

Aware of the enduring responsibility of the German people for the past, namely for the events and consequences of the Shoah, the engagement with which shall be further supported on the basis of this Agreement, in the interest of preserving and strengthening Holocaust commemoration through Yad Vashem, the Holocaust Martyrs' and Heroes' Remembrance Authority (hereinafter: "Yad Vashem"),

Recognizing the particular significance to the Jewish people and especially to Shoah survivors of Yad Vashem, the central Holocaust memorial, and recognizing its special task, as a worldwide Holocaust documentation centre, of disseminating the accumulated knowledge about the victims and significance of the Holocaust by means of educational systems, with the use of modern technology, and thereby of preserving the memory of the Holocaust,

Continuing the long-standing and continuous support to date of the Government of the Federal Republic of Germany of Yad Vashem securing documents,

Have agreed as follows:

Article 1

The Government of the Federal Republic of Germany shall support the continued educational and archival work of Yad Vashem for the period of 2022 to 2031 in direct cooperation with Yad Vashem in its legal quality as an independent authority established by the Law of Remembrance of the Holocaust and Resistance - Yad Vashem (1953) through an annual payment.

Article 2

(1) The Government of the Federal Republic of Germany shall contribute an annual sum of one million euros for this purpose during the said period to the budget of Yad Vashem. Provision of the funds is subject to the approval of the German Bundestag as the legislative body responsible for passing the budget.

(2) This financial contribution by the Government of the Federal Republic of Germany is, in keeping with the mission of Yad Vashem, to be used for educational and archival purposes in the interest of preserving the memory of the events of the Holocaust. The tasks specifically included in this, in keeping with the multi-phase project planning of Yad Vashem, are:

- the location and systematic acquisition of documents related to the Holocaust, in central and eastern Europe, in the Federal Republic of Germany and in other parts of Europe,

- the processing, sorting, preservation and digitalization of documents,

- the cataloguing and registration of materials as a shared responsibility of historical and technical experts,

- the placement of documents and their content online to make them accessible via the Internet, and

- the use of materials by scholars and educators as part of the work of remembrance.

(3) Yad Vashem may explore the possibility of pursuing cooperation with archives and research institutions in the Federal Republic of Germany such as the Federal Archives (Bundesarchiv), the Leibniz Institute for Contemporary History (IfZ) in Munich, and others.

(4) The funds may be used to support the international educational work of Yad Vashem. In this context, further training may be offered to teachers with experience in the field of Holocaust studies and joint educational networks may be developed.

Article 3

All organizational, planning and accounting matters connected with the implementation of this Agreement and with the provision and ongoing use of the support funds shall be dealt with between the Government of the Federal Republic of Germany and Yad Vashem in its legal status as an independent authority, and be regulated on the basis of annual project planning which shall be drawn up within the framework of the committed funds. During the period of the project, Yad Vashem shall submit to the Government of the Federal Republic of Germany each year a report on its progress as well as detailed annual planning for the following year. All provisions for the implementation of this Agreement are contained in the Annex attached to this Agreement as an integral part of it.

Article 4

All issues between the Parties regarding the interpretation and application of this Agreement shall be resolved amicably through direct negotiations between the two Governments and Yad Vashem in a spirit of trust and positive cooperation.

Article 5

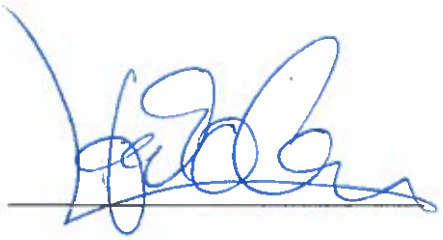
(1) This Agreement shall enter into force on the date on which the Parties have informed each other that the national requirements for such entry into force have been fulfilled. The relevant date shall be the date of receipt of the last notification.

(2) This Agreement shall remain in force for ten years from the date of its entry into force. After five years from the date of its entry into force, the Agreement can be terminated by either Party at any time, by a diplomatic note giving one year's advance notice. The relevant date shall be the date of receipt of the termination note by the other Party.

Done at Jerusalem, on June 10th 2020, corresponding to 18th day of Sivan 5780 in the Hebrew calendar, in duplicate in the Hebrew. German and English languages, all three texts being authentic. In case of divergent interpretations of the German and Hebrew texts, the English text shall prevail.



For the Government of the
State of Israel



For the Government of the
Federal Republic of Germany

Annex

to

the Agreement

between

The Government of the State of Israel

and

The Government of the Federal Republic of Germany

concerning

Financial Support for Yad Vashem,

the Holocaust Martyrs' and Heroes' Remembrance Authority for Holocaust Research, Documentation, Education and Commemoration

Pursuant to the Agreement and in particular to Article 3 thereof, the following rules shall apply:

1. Institutional and organizational provisions

a) The Parties confirm that the financial support in accordance with the Agreement is to support one or multiple annual projects of Yad Vashem, as set forth in Yad Vashem's programme description for the support to the Government of the Federal Republic of Germany for remembering the victims of the Shoah and preserving the legacy of the survivors through Yad Vashem.

b) The Parties recall that Yad Vashern is an independent authority established in accordance with the Law of Remembrance of the Holocaust and Resistance – Yad Vashem (1953). The Government of the State of Israel will indicate the Ministry responsible for overseeing the work and finances of Yad Vashem. The financial supervision of the use of funds is, in keeping with the laws of the

State of Israel including, inter alia, the internal budgetary regulations of the State of Israel, the responsibility of the Accountant General of the State of Israel (Ministry of Finance).

2. Procedural provisions

a) Project information

During the period of financial support in accordance with the Agreement, Yad Vashem shall, by 15 November of each year, annually inform the Government of the Federal Republic of Germany about the planned projects of Yad Vashem in the upcoming year and report to the Government of the Federal Republic of Germany on the progress of the project to date in that year. Yad Vashem shall, by 1 November of each year, inform the Government of the Federal Republic of Germany whether the deadline for the submission of the project planning can be met and, if necessary, request an extension. Implementation of the project planning cannot begin until it has been approved by the Federal Foreign Office.

b) Details

Yad Vashem shall provide in written form an overview of planned projects, an executive summary of these projects as well as an overview of planned activities and, if applicable, of expected income in financial items listed in thousands of euros. Measurable objectives of the project shall be attached in an Appendix.

c) Simplified examination and scope of planning of Yad Vashem

The Government of the Federal Republic of Germany shall take note of the

annual planning of Yad Vashem.

d) Basis for an examination of the utilization of funds and changes in the financial plan

The planning shall provide the basis for financial support in the planned funding year. Yad Vashem shall communicate to the Government of the Federal Republic of Germany, for solely informational purposes, any change of more than 25 percent in any planned expenditure item.

3. Payment by instalment and avoidance of interest income

a) As a rule, the Government of the Federal Republic of Germany shall disburse the required financial support per year in four equal instalments on the following dates:

First instalment on 1 February of each year	250,000 euros
Second instalment on 1 June of each year	250,000 euros
Third instalment on 1 September of each year	250,000 euros
Fourth instalment on 1 December of each year	250,000 euros

All remittance costs shall be borne by the recipient of the transferred funds.

b) Interest earned as a result of non-utilization of funds within a two-month period shall be credited to the total sum of funding by the Government of the Federal Republic of Germany, which shall then reduce the last payment of the year by the corresponding amount.

c) Yad Vashem may require the instalments mentioned in subparagraph a) of this Article to be paid at different time intervals and in different instalment sums when required by the particular nature of a project. Planning in this connection should take into consideration that the utilization of funds is to occur within a period of two months, and that funds are to be made available accordingly.

4. Repayment of non-utilized funds and waiver of interest on non-utilized funds

a) Non-utilized funds shall not be used for the projects of the following year.

b) Non-utilized funds shall, as soon as their existence has been determined by Yad Vashem,

aa) before the receipt of the last payment instalment of each year

be communicated to the Government of the Federal Republic of Germany so that the next instalment can be adjusted accordingly,

bb) after the end of the year and the project period

be transferred back to the Government of the Federal Republic of Germany.

c) Exceptions shall require the written approval of the Parties.

5. Adherence to regular German administrative provisions regarding funding legislation through the application of equivalent Israeli provisions.

The legislative and other provisions to be observed of the State of Israel and the Israeli administration shall apply to the utilization of the financial support, especially as regards to

- the amount of reimbursable travel costs for travel both within and outside Israel,
- procurement of goods or services, awarding of contracts,
- remuneration for necessary project-related personnel costs,
- the determination of salary frameworks for project personnel,
- any other costs agreed upon by the Government of the Federal Republic of Germany and Yad Vashem.

6. Personnel costs, core personnel and project personnel

The Parties agree that project-related personnel costs include only personnel expenditures which are fully and exclusively attributable to the project financed by the Government of the Federal Republic of Germany, and for which work and services contracts or fixed-term contracts have been concluded for a period not exceeding one year (project period); this includes also work done on the project on a part-time basis by regular employees of Yad Vashem.

7. Principles of necessity, efficiency and economy

The Parties agree that the principles of necessity, efficiency and economy shall apply to the utilization of funds.

8. Auditing, supervision and deadlines

a) Any arrangements contained in this Annex shall be regularly by the Ministry indicated by the Government of the State of Israel in accordance with the Israeli Accountant General's legislative and other applicable provisions.

b) Yad Vashem declares hereby that all its financial commitments in accordance with the Agreement and this Annex are overseen on a regular basis by an external auditing firm.

c) Evaluation and proof of employment of funds

After the conclusion of each year of funding Yad Vashem shall inform the Government of the Federal Republic of Germany of the progress of the project and the results of the aforementioned examinations by 30 June of the year following the funding. Yad Vashem shall inform the Government of the Federal Republic of Germany by 1 June of each year whether the deadline for the submission of proof of employment of funds can be met and, if necessary, request an extension.

d) Expenditures for this external auditing may, up to a limit of five percent of the annual support funds, be earmarked and accounted for as project expenditures.

9. Mentioning the support

In publications relating to the project or projects, Yad Vashem and the Government of the Federal Republic of Germany shall mention their joint involvement in the project or projects. For this purpose, Yad Vashem and the Government of the Federal Republic of Germany shall provide each other with appropriate phrasing of their respective names and titles. Each side shall notify the other regarding publications which mention the other's role in the project or projects.

10. Other funding for Yad Vashem from public sources in the Federal Republic of Germany

The Government of the Federal Republic of Germany will clarify, if necessary, that the funding to Yad Vashem resulting from this Agreement is not contingent upon or in the place of any other public funding that Yad Vashem has received, or may receive in the future, from other parties or sources in the Federal Republic of Germany, such as the Foundation "Remembrance, Responsibility and the Future" (EVZ) or others, in support of activities that are unrelated to this Agreement.

11. Unauthorized use of funds, breach of the Agreement

a) The Government of the Federal Republic of Germany reserves the right to withhold or reclaim payment of the funds or parts thereof, in particular in the case that funds are not being used or were not used according to or for the purposes outlined in Articles 1 and 2 of this Agreement, or it becomes apparent that the intended purpose cannot be achieved, or the purpose cannot be achieved with the funds, or incorrect or incomplete information has been provided in order to obtain the funds, or the funds are no longer needed, as determined by the auditing agencies and mechanisms described in Number 8 of this Annex.

b) The Parties to this Agreement shall consult to present their position before payments are discontinued or reclaimed.

c) In the case that the funds or parts thereof must be reclaimed by the Government of the Federal Republic of Germany, the repayment must include an annual default interest rate, which shall apply from the date of the obligation to pay/repay until the date on which it is received by the donor at five percentage points higher than the relevant basic interest rate of the Bundesbank.