

COOPERATION CONTRACT

This Cooperation Contract (hereinafter, "Contract") is entered into as of the ___ day of February, 2007 by and between the UNITED STATES HOLOCAUST MEMORIAL MUSEUM, an independent establishment of the United States Government (hereinafter, "Museum"), and the INTERNATIONAL ORGANIZATION FOR MIGRATION, an intergovernmental organization located in Geneva, Switzerland (hereinafter, "IOM") (each, a "Party," and respectively, the "Parties.")

Preamble

WHEREAS, the Museum is America's national institution for the documentation, study, and interpretation of Holocaust history;

WHEREAS, the Museum's International Archival Programs Division (IAPD) is charged with acquiring materials relevant to the fate of the Jews and other ethnic, religious, or political groups who were systematically targeted for destruction or persecution by the Nazis and their allies during the Second World War;

WHEREAS, IOM is an intergovernmental organization established in 1951. As the leading international organization on migration, IOM acts with its partners in the international community to assist in meeting the growing operational challenges of migration management, advance understanding of migration issues, encourage social and economic development through migration, and uphold the human dignity and well-being of migrants;

WHEREAS, IOM has been designated by the Government of the Federal Republic of Germany to be a partner organization of the German Federal Foundation handling claims and paying compensation to former slave and forced labourers and certain other victims of the Nazi regime in the German Forced Labour Compensation Program (GFLCP);

WHEREAS, IOM has also been designated by United States District Court for the Eastern District of New York (hereinafter, "Court") to administer the distribution of certain funds from a USD 1.25 billion Settlement Fund resulting from the Holocaust Victim Assets Litigation in its Holocaust Victims Assets Programme (Swiss Banks) (HVAP); and

WHEREAS, the Museum has requested that IOM transfer certain claim materials that IOM obtained during its implementation of both the GFLCP and HVAP programs, the Court has supported the Museum's request, and the German Federal Foundation has been informed of the request and does not object to the transfer.

THEREFORE, in consideration of the foregoing, the Museum and IOM have agreed to the following terms and conditions.

Article I

The purpose of this Contract is to detail the elements of the transfer of certain IOM claim materials to the Museum and to define the responsibilities of the IOM and the Museum for the transferred materials. The Parties agree to cooperate in good faith in the implementation of the provisions of this Contract.

Article II Obligations of the IOM

1. IOM shall transfer to the Museum both HVAP direct claim files and GFLCP/HVAP overlap claim files. HVAP direct claims are those claims submitted by claimants directly to HVAP and utilizing claim forms designed specifically for the HVAP classes. The GFLCP / HVAP overlap claims are those claims submitted by claimants to GFLCP on GFLCP claim forms where the claimants also indicated on the GFLCP claim forms that, by filing under GFLCP, they intended to file with HVAP as well.
2. IOM will transfer physical claim files and electronic scanned images of the physical files. The electronic scanned images also include copies of certain subsequent administrative correspondence. IOM will transfer the physical claim files and the electronic scanned images in two separate shipments.
3. IOM will also transfer an electronic index that lists, among other items, the unique claim number and the corresponding box where a specific claim is located.
4. Before the transfer of the physical claim files and the electronic scanned images, the Parties will work out the details of the exact items relating to the index and the format and the medium of the transfer.
5. After the transfer of the materials, IOM will direct any requests to access the materials to the Museum. Before the physical transfer of materials has been implemented, the Parties will work out the details of redirecting such requests. IOM will inform the German Federal Foundation, the German Federal Archive, the Court and other relevant entities of the transfer of the materials to the Museum.

Article III Obligations of the Museum

1. The Museum will pay the costs of transferring the GFLCP / HVAP overlap materials, including the preparation of the materials for shipment, the shipment of materials, the insurance cost for the shipment, and any hardware costs associated with the transfer of the electronic images. The Museum shall pay to the IOM these amounts as set out in Annex A, half at the beginning of the signing of this Contract and the balance upon completion of the transfer.
2. The Museum recognizes that the sum stated in line 3 of Annex A related to Packing and Shipping costs is provisional in nature. This amount will be finalized after a competitive bidding process has been completed. Once completed, IOM will send a revised version of Annex A to the Museum.

3. Upon receipt of each shipment described in Article II, paragraph 2 above, the Museum shall inform IOM of the arrival of the shipment within one week. No later than one week after the notification of the arrival of the second shipment, the Museum shall pay to IOM the remaining balance of the costs described in paragraph 1 and 2 of this Article III.

4. IOM will have satisfied its obligations set forth in paragraphs 1, 2, and 3 of Article II one week after the arrival of the second shipment unless otherwise notified by the Museum.

5. Once IOM transfers the materials to the Museum, the Museum will become the custodian of the materials and will undertake the responsibility of preserving the security and the confidentiality of the materials.

6. The Museum acknowledges that the materials exist in one of more than twenty languages and that they contain personal and sensitive information. It therefore agrees to regulate access to the materials as follows:

a. The direct claim files and the overlap claim files often contain sensitive financial and medical information, including bank information, pension documents, medical reports, and personal narratives documenting health problems. The Museum agrees to apply the same standards and procedures of data protection and confidentiality to the materials that they would have received had they become the custody of the German Federal Archives. Therefore, the GFLCP / HVAP overlap claim files will be accessed only in accordance with the procedures and protection deadlines set forth in Annex B.

b. For the HVAP direct claim files, the Museum will consult the Court for guidance and instructions regarding access to the documents and the maintenance of confidentiality.

c. Facility with the language of the materials is necessary to determine whether access may be granted. Therefore, the Museum will not grant access to any materials that are in any language other than English, without obtaining and relying on an accurate translation of the materials to determine whether they should be accessed in accordance with Annex B.

7. Because of the sensitive nature of the transferred materials, the Museum will remain the sole custodian of the transferred materials for the life of such materials. The Museum will not transfer, provide copies or otherwise delegate its custodial responsibilities under this Contract to other organizations, entities, third parties or persons, with the exception of the Court and its designees.

8. The Museum shall provide IOM access to the transferred materials should the need arise in connection with its claims processing activities. Before the physical transfer of the materials has been implemented, the Parties will work out the details of such access.

9. If the Museum determines that the transferred materials are no longer useful, it shall destroy the materials subject to consultation with and approval of the Court. If the Museum undertakes to destroy the transferred materials, it shall obtain a signed statement verifying that the materials were destroyed in a manner that protected the confidentiality of the materials. It shall forward a copy of the statement to the Court, IOM and the German Federal Archive."

Article IV Other Provisions

1. This Contract shall extend until such time as the transferred materials are destroyed or the Parties agree in writing to terminate the Contract. The Museum's obligations under paragraph 4 of Article III and Annex B shall survive any termination or expiration of this Contract.
2. This Contract has been executed in duplicate and each duplicate shall be deemed equally authentic.
3. The Parties agree that no party may use, without the other party's prior written consent, the names, service marks or trademarks of such other party in any manner, including, without limitation, in connection with any publicity. The same applies for use by third parties.
4. The Museum is an independent establishment of the United States Government and has entered into this Contract on the basis of its independent contracting authority; no liability or responsibility is to be attributed under this Contract to the Government of the United States or any agency thereof, aside the Museum. IOM shall look solely to the Museum for the satisfaction of any claims or payments under this Contract and not to any other person or agency.
5. Nothing herein contained will constitute a partnership between, or joint venture of, the Parties hereto or constitute one Party the agent of another. No party hereto may hold itself out contrary to the terms of this Article IV Section 5, and no party will become liable for the representation, warranty, act or omission of any other party contrary to the provisions hereof.
6. The budget (Annex A) and the provisions governing access to the transferred files (Annex B) form an integral part of this Contract
7. The addresses of the IOM and the Museum for notice purposes are as follows:

International Organization for Migration
17 route de Morillions
CP 71
CH 1211 Geneva 19
Switzerland

United States Holocaust Memorial Museum
100 Raoul Wallenberg Place, S.W.
Washington, D.C. 20024-2150, U.S.A.

8. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.


9. This Contract constitutes the entire agreement between the IOM and the Museum with respect to the purpose hereof. No amendments to or modifications of this Contract shall be effective unless made in writing and executed by the Parties' authorized representatives.

10. Nothing in this Contract shall be deemed as implying any waiver, express or implicit, of any privilege or immunity that IOM may enjoy.

11. Any dispute, controversy or claim arising out of or relating to this Contract shall be settled by mediation. If mediation does not resolve the dispute, controversy or claim, the Parties will submit to arbitration on mutually acceptable terms.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first above written.

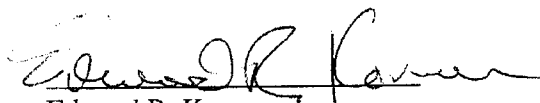
On behalf of the INTERNATIONAL ORGANIZATION FOR MIGRATION:

Signed 
Norbert Wühler
Director, GFLCP / HVAP

Date 5 April 2007

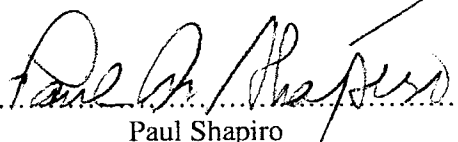
For purposes of this Agreement, IOM is authorized by the Court to act as an administrative agent representing HVAP. IOM, through Norbert Wühler, has authority to enter into this Agreement for and on behalf of HVAP.

APPROVED:


Edward R. Korman
United States District Judge

Date 4.1.7.07

On behalf of the UNITED STATES HOLOCAUST MEMORIAL MUSEUM:

Signed 
Paul Shapiro
Center for Advanced Holocaust Studies Director

Date 4/23/07

Annex B

1. In accordance with Article III section 6 of this Contract, the Museum agrees to be bound by the provisions set forth below governing access to the transferred GFLCP/HVAP overlap claim files. For the purposes of this Annex B, the term "transferred files" refers to the GFLCP/HVAP overlap claim materials described in sections 1 and 2 of Article II of this Contract.
2. The Museum shall provide access to the transferred files only under the conditions that:
 - a. The person requesting access files an application for access with the Museum, and
 - b. More than 30 years have passed after the death of the claimant or his or her legal successors identified in the materials. In cases where the transferred files contain financial or medical information or information related to a person's ethnicity or sexual orientation, more than 60 years have passed after the transferred files were prepared. For purposes of this provision, the date of preparation of all transferred files is 1 January 2007.
3. Exceptions to the terms of protection listed in provision 2 above are limited to:
 - a. Instances where the person or persons whose personal or sensitive information is concerned consent(s) in writing to the access, and
 - b. Instances where the documents are indispensable for scholarly research and where the Museum redacts all personal information that reveals the identity or identities of the person or persons before granting access.
 - c. When granting access to any of the transferred files under the exceptions listed in this provision 3, the Museum will redact any work product, notes or other materials that are clearly identifiable as having been added to the claim files by IOM.
4. Any statistical compilations or other aggregation of information contained within the transferred files must protect the identities of the individuals whose sensitive and personal information is contained within those files.
5. Access to the transferred files shall not be allowed if there is reason to assume that legitimate concerns of third persons or entities conflict with that access.