

9493/23

MEMORANDUM OF AGREEMENT

Entered into this 4th day of March, 1958, between:

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Represented by the U.S. Ambassador to Israel or his designee

---hereinafter referred to as

---hereinafter referred to as

"The Government"

"The Ambassador"

--and--

ISRAEL-AMERICAN MUSEUM FOUNDATION

---hereinafter referred to as

"The Grantee"

WHEREAS, the Government of Israel and the Government of the United States have agreed that funds generated by an Informational Media Guaranty Program pursuant to Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended, shall be used in Israel for cultural, scientific and educational purposes, among others, and

WHEREAS, the Congress of the United States has appropriated certain funds to purchase Israeli pounds generated by the aforementioned Informational Media Guaranty Program, and

WHEREAS, it is the sense of the Congress of the United States that the Israeli pounds so purchased be used in Israel for certain and specific cultural and scientific and educational projects as proposed and approved by the Government of the United States and the Government of Israel, and

WHEREAS, the construction of the ISRAEL-AMERICAN ART AND ARCHAEOLOGY MUSEUM, by the Israel-American Museum Foundation, a duly registered private corporate entity in Israel, whose address is 1, Ibn Gavirol Street, Jerusalem, is one of the such certain and specific projects.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

#### ARTICLE I

1. The Ambassador hereby approves and the Government awards a grant-in-aid in the amount of One Million Five Hundred Thousand Israeli Pounds (IL 1,500,000) to be paid to the Israel-American Museum Foundation, the Grantee, in accordance with the terms and conditions contained in this article.

2. The purpose of the aforesaid grant-in-aid is to enable the Grantee to plan, develop and construct a new museum in Jerusalem, specifically the central (initial) wing of said museum (hereinafter referred to as the "project").

3. It is understood and agreed that the amount authorized for the Museum represents the maximum amount which the Government will be able to authorize for this specific project.

4. The aforementioned grant-in-aid shall be payable to the Grantee in accordance with and for the purposes enumerated in Annex A, which is attached to this Agreement and hereby made a part thereof.

5. In making partial payments in accordance with the provisions contained in Annex A there shall be retained by the Government ten per cent (10%) of the amount of each such payment until final completion and acceptance of the project agreed to by the participants to this Agreement.

6. The Grantee shall furnish the Government within fifteen (15) days after the execution of this grant-in-aid document a form of guarantee satisfactory to the Government. This guarantee shall be for the purpose of assuring the execution and completion of the construction contemplated by this article.

7. The Grantee agrees to plan, organize and make all the arrangements necessary to carry out all activities and projects in connection with this project.

8. The Grantee agrees to provide for continual supervision during the course of construction of project.

9. The Grantee agrees to assure that a reliable and competent contractor is employed and that such contractor abides by all Israeli government and local laws and regulations applicable to services performed.

10. In the performance of the work authorized pursuant to this Agreement, the Grantee agrees to comply with all applicable local and Israeli government laws, rules and regulations which deal with or relate to the employment by the Grantee of the employees necessary for such performance.

11. The Grantee agrees that all contractors, architects, consultants and all other persons employed to participate in this program will be representative of the best in their field.

12. The Grantee agrees that it will furnish the Government proof, upon request, that it has title, or such interest as shall be satisfactory to the Government, to the land on which the project will be constructed and further agrees to furnish proof of permission, if necessary, from the authorities concerned, to build on this land.

13. The Grantee agrees to perform or arrange for the performance of any other service which, in the judgment of the Government, is reasonably necessary to insure the success of the project.

14. The Grantee shall not, except with the written consent of the Government, transfer or assign any part of the sum available hereby for the performance of the functions, duties or obligations assumed herein by the Grantee, or otherwise, to any other person, institution or organization, except as hereinafter provided.

15. The Grantee shall maintain separate accounts for operations and shall not directly or indirectly mingle funds or accounts, or otherwise consolidate or combine the financing of this program with those of any other of its operations.

16. The Grantee is prohibited from furnishing, advancing, lending, pledging or otherwise diverting project funds, credit, or property made available by the United States Government, to other operations of the Grantee.

17. The Grantee shall keep separate books of accounts on the funds made available under this Agreement and such system of accounts shall be subject to the approval of the Government.

18. The Grantee agrees that the Department of State or the Comptroller General of the United States, or any of their duly authorized representatives shall have access to and the right to examine any books, documents, papers and records of the Grantee pertaining to work under this Agreement during the term of this Agreement and until the expiration of three years after final or terminal payment under this Agreement.

19. The Grantee agrees that the provision contained in Paragraph 18 shall be included in all contracts or subcontracts entered into in connection with this project by the Grantee.

20. The Grantee shall submit to the Ambassador the following reports:

- (1) Monthly financial reports, not later than fifteen (15) days after the close of each month, in such form as may be requested by the Ambassador;
- (2) A final financial report not more than ninety (90) days after the completion of the project;
- (3) Written reports summarizing the progress of the program as each phase of the program is completed;
- (4) The Grantee shall furnish promptly to the Ambassador such other operating, statistical and financial reports relating to the program as may reasonably be requested by the Government to meet its reporting requirements and answer inquiries concerning the operation of the program.

21. The period covered by the Agreement contained in this article shall be from March 4th, 1958, to March 31st, 1959, or such earlier date as project is completed.

22. In the event that the time prescribed should prove insufficient for the Grantee to perform the services listed herein, the Government may provide such extension of the period of the Agreement as it may deem advisable. Such an extension will be effective upon receipt of written authority from the Government.

23. If the Grantee fails to abide by any of the conditions set forth in this Agreement or if the Government deems it in the best interest of the United States to terminate this grant-in-aid Agreement, the Government may terminate this Agreement by giving the Grantee sixty (60) days' notice in writing. In the event this Agreement is terminated under this provision, the Grantee shall immediately terminate any of the contracts or any other obligations which it may have entered into and shall return to the Government any balance of funds received from the Government which is unused and found to be unnecessary to liquidate outstanding obligations.

24. Should the Grantee have failed intentionally or negligently to abide by any of the conditions set forth in this Agreement, the Government shall further be entitled to demand and receive from the Grantee the return of all amounts heretofore received under the terms of this Agreement, or the equivalent thereof, and the guarantee furnished by the Grantee in accordance with Paragraph 6 of this article shall be considered forfeited in favor of the Government.

25. Nothing contained in this Agreement shall be construed as creating a contractual relationship between any contractor or subcontractor employed by the Grantee, and the Government or the Ambassador.

## ARTICLE II

Liaison: All liaison with the Government relative to the rights and responsibilities incurred by virtue of this grant shall be with the United States Ambassador to Israel or such person as he shall designate.

## ARTICLE III

It is expressly understood that none of the indicated funds will be employed to underwrite any expenditures for any purpose by or on behalf of any political party or its political activities./.



ANNEX A

1. This Project will be referred to as:

Project to Construct the Central (Initial) Wing of the  
Art and Archaeology Museum in Jerusalem

2. The purpose of this Project is described as follows:

"To construct a museum which would house the antiquities of Israel and its art treasures, and make it possible for them to be studied and enjoyed by all visitors to the museum. It would also provide facilities for Israeli, American and other scholars and laymen interested in and studying archaeological problems.

"This project would serve as a center for historical studies and would be an important tourist attraction. It would fill a long-felt need in Israel, where priceless treasures and archaeological findings are unusable for lack of display and study facilities."

3. The functions of this museum will be two-fold: firstly, it would house the best of the finds constantly being uncovered in the Land of the Bible, and which contribute to our understanding of it; secondly, utilizing the resources of the Hebrew University School of Archaeology, it would help scholars

from Israel and abroad to work out the manifold problems of archaeology of the Holy Land. As such, the museum will serve both scholar and layman, Jew and non-Jew, to whom the history of the Holy Land has a special appeal.

To complement the archaeological museum, the Grantee proposes to establish, simultaneously and within the same structure, a museum of art with the resources of the Bezalel Museum, a private organization, as a basis. The combining of the two museums, which among other things would make possible the joint use of certain of its facilities, is expected to result in substantial savings in both building and maintenance costs.

4. The total amount of the grant is to be One Million Five Hundred Thousand Israeli Pounds (IL 1,500,000).

5. The payments under this grant shall be phased as follows:

IL 100,000 at the time of signing of the Agreement

--subject to other provisions of this Agreement.

These funds are to be employed to the extent needed to pay architects' fees, preparation of site, drawing up on specifications and plans of the first unit of the museum

building, namely a central wing to which other wings can be eventually constructed for housing of additional departments. As soon as these plans are available, the Grantee will confer with the Government regarding phasing of actual construction, and expenditures therefor, and this will be incorporated in an Annex B to the foregoing Memorandum of Agreement. Annex B will not be executed until architects' and construction plans are approved by the Embassy (Government).

6. It is understood that the Grantee will initiate planning and actual construction at the earliest practicable moment, and expedite activities to the end that the structure will be completed insofar as possible during the calendar year 1958.

7. It is agreed that the Foundation (Grantee) has available the following other financial resources which it will use on the project:

- (a) Rights and title to land upon which the museum is to be constructed;
- (b) Funds to accrue through the sale of the Bezalel Museum properties in Jerusalem, i.e. building and land;
- (c) The allocation of labor equal to 300,000 working days, which has been earmarked by the Ministry of Labor for the construction of the museum;
- (d) Assurances of considerable public as well as private financial support for the museum once it has been constructed.

8. Attribution: It is agreed that due recognition will be given to the role played by the American People, through their gift, by such means as shall be appropriate, namely:

- (a) Reference in prospecti and brochures, etc., to the gift of the American People through their Government;
- (b) Appropriate inclusion in ceremonies of cornerstone laying, dedication, etc., of a special representative of the American People;
- (c) A bronze inscription or plaque, or other permanent marker, in or on the building or premises, which will permanently signalize the gift, the wording of which shall be the subject of discussions between the Grantee and the Government. The wording shall be such as to convey the thought of a gift from all the American People to all the People of Israel and an exemplification of bi-national cultural bonds.

9. The Grantee will arrange for photographic documentation of ceremonies and construction progress, pursuant to oral agreement between the two parties, and will provide the Government with copies thereof at Grantee's expense, and will collaborate with the United States Information Service of the American Embassy for this purpose.

10. It is understood that officers of the Foundation presently include: Mr. Gershon Agron, Chairman; Mr. Yigael Yadin, Member of the Board; Mr. Moshe Avidor, Secretary; and that the Chairman, or his designee, or a succeeding chairman, is the person, for the Grantee, with whom the Ambassador or his designee, for the Government, will maintain liaison to ensure effectuation of this Agreement.

11. At the time of completion of the Project appropriate arrangements will be made for dedication of the new facility, and these arrangements will be the subject of discussions between the Ambassador or his designee and the Grantee./.

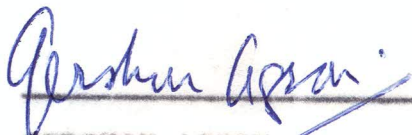
IN WITNESS WHEREOF the Government and the Grantee  
hereunto subscribe their signatures to the foregoing Memorandum  
of Agreement and Annex A thereto, this 4th day of March,  
1958.

For

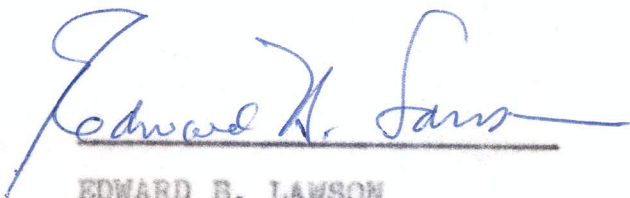
For

THE ISRAEL-AMERICAN  
MUSEUM FOUNDATION

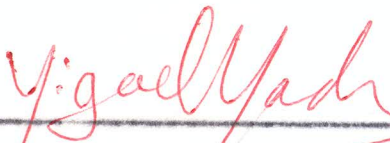
THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA



GERSHON AGRON  
Chairman



EDWARD B. LAWSON  
Ambassador



YIGAEL YADIN  
Member



MOSHE AVIDOR  
Secretary