



Embassy of the United States of America

Office of the Special Envoy for
Holocaust Issues

February 21, 2006

Mitchell Mabrey
Vice Consul
United States Embassy, Paris

Jacques Huntzinger
Ambassador at Large in Charge of the
International Aspect of the Shoah,
Spoliations, and Remembrance
Ministry of Foreign Affairs
Paris, France

Republic of France
City of Paris
Embassy of the United
States of America

SS

I certify that the annexed document is a true and faithful
copy of the original and that it has been carefully examined by
me, compared with the said original, and found to agree with it
word for word figure for figure.

Consul of The United States
of America

2/21/2006
date

(4 pages)

Excellency:

I have the honor to refer to your letter number 1335/DIS dated February 21, 2006,

which reads as follows:

Mr. Ambassador:

Pursuant to the discussions held between representatives of our two governments for the purpose of supplementing and amending the Washington Agreement of January 18, 2001, Concerning Payments for Certain Losses Suffered During World War II, as interpreted or amended by the agreements in the form of exchanges of letters dated August 7 and 10, 2001, May 30 and 31, 2002, and February 2, 2005,

- Recalling that the Washington Agreement was concluded so that a comprehensive and definitive solution could be found with respect to all the proceedings initiated against the banks and financial institutions that operated in France during World War II (hereinafter "the Banks") for claims arising out of World War II;

- Observing that the compensation mechanisms established in accordance with the Washington Agreement involved a large number of victims and successors in title, and made it possible for numerous Banks to participate, which would not have been possible in the context of judicial procedures;

- Noting that in this respect, the Banks have fully met their obligations under the provisions of the Washington Agreement;

- Recalling that under Article 2 of said Agreement, the Government of the United States of America undertook, in all cases in which it is notified that a claim arising out of World War II has been asserted in a United States court against one of the Banks, to inform said court, through a Statement of Interest or any other appropriate means, that it would be in the foreign policy interests of the United States for such claim to be dismissed;

- Taking into account the new requests expressed by the victims' representatives and reported to the Government of the French Republic by the Government of the United States,

I have the honor, on the instructions of my government, to propose the following to you, with the agreement of the Banks:

1. (a) The amount of \$15,000 shall be awarded to any direct survivor of the Holocaust who was born prior to 1945, who lived in France between 1940 and 1945, who was still alive as of January 11, 2006, and who has already received, for his/her own assets, compensation under the provisions of Annex B to the Washington Agreement.

Should a person entitled to the supplemental compensation indicated in the preceding paragraph die before the date of payment of such compensation, payment shall be made to that person's successors in title.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

(b) Any direct survivor of the Holocaust who was born before 1945, who lived in France between 1940 and 1945, and who receives, after the entry into force of this Agreement, for his/her own assets, compensation under point IE of Annex B to the Washington Agreement, shall be awarded an additional amount of \$15,000.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

2. Anyone who has received compensation of between \$3,000 and \$10,000, either under point IE of Annex B to the Washington Agreement or as the holder or the successor in title to a holder of an account managed by an interim administrator, shall receive supplemental compensation up to a total amount of compensation not exceeding \$10,000.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

3. Anyone who has received compensation of up to \$3,000 under point IE of Annex B to the Washington Agreement and under the Agreement in the form of an exchange of letters of August 7 and 10, 2001, shall receive an additional amount of \$1,000.

Payments made in connection with such supplemental compensation shall be charged to the Fund referred to in point IF(2) of Annex B to the Washington Agreement.

4. Applications reaching the Commission for the Compensation of Victims of Spoliation between January 18, 2003, and February 2, 2005, shall be processed by the Commission and then sent to the Fund if the Commission decides that the applications in question are eligible for the mechanism stipulated in point IF(2) of Annex B to the Washington Agreement.

5. If the remaining moneys in the fund stipulated in point IF(2) of Annex B to the Washington Agreement are not sufficient to pay the compensation that is, in principle, to be charged to said fund, the supplemental amounts shall be deducted from the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

6. One month after the date on which the Agreement enters into force, the amount of the interest-bearing escrow account opened by the Banks with the *Caisse des Dépôts et Consignations*, referred to in point IE of Annex B to the Washington Agreement, shall be reduced to \$10 million. The account will continue to be replenished as necessary to pay the recommended awards concerning the Banks.

I would appreciate it if you would inform me whether the foregoing provisions are acceptable to your government. In the affirmative, this letter and your reply shall constitute an Agreement between our two governments to supplement and amend the Washington Agreement of January 18, 2001, as interpreted or amended by the exchanges of letters of August 7 and 10, 2001, May 30 and 31, 2002, and February 2, 2005. Said Agreement shall enter into force on the date of your reply.

Accept, Mr. Ambassador, the assurances of my high consideration.

I have the honor to inform your Excellency that the proposals set forth in your letter are acceptable to the Government of the United States and to confirm that your letter and this reply shall constitute an agreement between our two governments, which shall enter into force on this date.

Accept, Excellency, the renewed assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read 'E. B. O'Donnell', with a long, sweeping flourish extending to the right.

Edward B. O'Donnell
Ambassador



Translation

French Republic
Ministry of Foreign Affairs

No. 1335/DIS

Paris, February 21, 2006

Mr. Ambassador:

Pursuant to the discussions held between representatives of our two governments for the purpose of supplementing and amending the Washington Agreement of January 18, 2001, Concerning Payments for Certain Losses Suffered During World War II [the Washington Agreement], as interpreted or amended by the agreements in the form of exchanges of letters dated August 7 and 10, 2001, May 30 and 31, 2002, and February 2, 2005,

- Recalling that the Washington Agreement was concluded so that a comprehensive and definitive solution could be found with respect to all the proceedings initiated against the banks and financial institutions that operated in France during World War II (hereinafter "the Banks") for claims arising out of World War II;

- Observing that the compensation mechanisms established in accordance with the Washington Agreement involved a large number of victims and successors in title, and

Mr. Edward B. O'Donnell,
Special Envoy for Holocaust Issues,
Department of State,
Washington,
United States of America.

made it possible for numerous Banks to participate, which would not have been possible in the context of judicial procedures;

- Noting that in this respect, the Banks have fully met their obligations under the provisions of the Washington Agreement;

- Recalling that under Article 2 of said Agreement, the Government of the United States of America undertook, in all cases in which it is notified that a claim arising out of World War II has been asserted in a United States court against one of the Banks, to inform said court, through a Statement of Interest or any other appropriate means, that it would be in the foreign policy interests of the United States for such claim to be dismissed;

- Taking into account the new requests expressed by the victims' representatives and reported to the Government of the French Republic by the Government of the United States,

I have the honor, on the instructions of my government, to propose the following to you, with the agreement of the Banks:

1. (a) The amount of \$15,000 shall be awarded to any direct survivor of the Holocaust who was born prior to 1945, who lived in France between 1940 and 1945, who was still alive as of January 11, 2006, and who has already received, for his/her own assets, compensation under the provisions of Annex B to the Washington Agreement.

Should a person entitled to the supplemental compensation indicated in the preceding paragraph die before the date of payment of such compensation, payment shall be made to that person's successors in title.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

(b) Any direct survivor of the Holocaust who was born before 1945, who lived in France between 1940 and 1945, and who receives, after the entry into force of this Agreement, for his/her own assets, compensation under point IE of Annex B to the Washington Agreement, shall be awarded an additional amount of \$15,000.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

2. Anyone who has received compensation of between \$3,000 and \$10,000, either under point IE of Annex B to the Washington Agreement or as the holder or the successor in title to a holder of an account managed by an interim administrator, shall receive supplemental compensation up to a total amount of compensation not exceeding \$10,000.

Payments made in connection with such supplemental compensation shall be charged to the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

3. Anyone who has received compensation of up to \$3,000 under point IE of Annex B to the Washington Agreement and under the Agreement in the form of an exchange of letters of August 7 and 10, 2001, shall receive an additional amount of \$1,000.

Payments made in connection with such supplemental compensation shall be charged to the Fund referred to in point IF(2) of Annex B to the Washington Agreement.

4. Applications reaching the Commission for the Compensation of Victims of Spoliation between January 18, 2003, and February 2, 2005, shall be processed by the Commission and then sent to the Fund if the Commission decides that the applications in question are eligible for the mechanism stipulated in point IF(2) of Annex B to the Washington Agreement.

5. If the remaining moneys in the fund stipulated in point IF(2) of Annex B to the Washington Agreement are not sufficient to pay the compensation that is, in principle, to be charged to said fund, the supplemental amounts shall be deducted from the interest-bearing escrow account referred to in point IE of Annex B to the Washington Agreement.

6. One month after the date on which the Agreement enters into force, the amount of the interest-bearing escrow account opened by the Banks with the *Caisse des Dépôts et Consignations*, referred to in point IE of Annex B to the Washington Agreement, shall be reduced to \$10 million. The account will continue to be replenished as necessary to pay the recommended awards concerning the Banks.

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Accept, Mr. Ambassador, the assurances of my high consideration.

Jacques Huntzinger
Ambassador at Large in Charge of the
International Aspect of the Shoah,
Spoliations, and Remembrance

CERTIFICATION OF TRANSLATION

I hereby certify that the above
translation bearing LS No. 02-2006-0266-2 was
prepared by the Office of Language
Services of the Department of State
and that it is a correct translation
to the best of my knowledge and belief.

Dated: 2/16/06


Chief, Translating Division